

SUMMARY SHEET FOR HAT CREEK RANCH COLLECTION

SALE INFORMATION:

Sale Date:	August 15, 2024
Start/ End Time:	9:00 AM PDT and ending at 10:00 AM PDT
Starting Bid:	\$5,900,000.00
Bidding Increments:	\$25,000.00

DOCUMENTS TO REVIEW PRIOR TO BIDDING:

- Bidding Requirements
- Offer to Purchase
- Grazing Lease Agreement for No. 850035, 345373, 345374, 344270, 344647 & 344646
- [Information on Acquiring a Grazing Lease](#)
- Grazing Lease Assignment Application
- Grazing Lease Code of Practice for British Columbia
- Grazing Licence Agreement No. RAN077604, RAN077673 & RAN077257
- Information on Disposition of a *Range Act* Agreement
- Report of a Disposition of a *Range Act* Agreement
- Range Use Plan for Licence Agreement No. RAN077604, RAN077673 & RAN077257
- [Range Act](#)
- Agricultural Lease Agreement
- Water Licence Information (*Page 15 & 16 of this document*)
- Water Licence Invoices
- [Notification of Water Licence Name Change/ Address Change/ Transfer](#)

DEEDED LAND:

➤ PID:	005-042-470
Legal Description:	LOT A DISTRICT LOT 1072 AND OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN 26689
# of Acres:	161.7
Property Information:	Yard #1: Two story log house on the hill which consists of 2 bedrooms, 3 bathrooms, a TV room (not finished) and a cold room. The house includes Geothermal heating, an airtight wood heater, water well, septic pump out, power, fridge and stove



The log barn with steel roof has a bathroom, full sitting room with bar, TV and baseboard heating

The Second home is rancher home with 4 bedrooms, 3 bathrooms (1 of which is an ensuite), an airtight wood heater, fridge, stove, washer, dryer, and heat exchanger

Please See Water Licence Information sheet on Page 15 & 16

Water Licence:

- **PID:** 013-566-270
- Legal Description:** THAT PART OF LEGAL SUBDIVISION 9 SECTION 31 WHICH ARE NOT CONTAINED WITHIN THE LIMITS OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
- # of Acres:** 152 *(Please note PID 013-566-270, 013-566-300, 013-566-318 & 013-566-377 all share the same assessment and have a combined number of Acres listed)*

Property Information:

Vacant

Water Licence:

Please See Water Licence Information sheet on Page 15 & 16

- **PID:** 013-566-300
- Legal Description:** THAT PART OF LEGAL SUBDIVISION 10 SECTION 31 WHICH ARE NOT CONTAINED WITHIN THE LIMITS OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
- # of Acres:** 152 *(Please note PID 013-566-270, 013-566-300, 013-566-318 & 013-566-377 all share the same assessment and have a combined number of Acres listed)*

Property Information:

Vacant

Water Licence:

Please See Water Licence Information sheet on Page 15 & 16

- **PID:** 013-566-318
- Legal Description:** THAT PART OF LEGAL SUBDIVISION 16 SECTION 31 WHICH ARE NOT CONTAINED WITHIN THE LIMITS OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
- # of Acres:** 152 *(Please note PID 013-566-270, 013-566-300, 013-566-318 & 013-566-377 all share the same assessment and have a combined number of Acres listed)*

Property Information:

Yard #2:

1912 vintage 5 bedroom, 2 bathroom ranch house, renovated in 1996 with an airtight wood heater, septic pump out, propane forced air, heat exchanger, fridge, stove, freezer, washer and dryer

The Second house is an early 1960's home with 3 bedrooms, 1 bathroom, fridge, stove, washer, dryer and baseboard heater

The Property also includes a 2-stall barn with guest sleeping cabin, Quonset, 60X200 cold storage building, hopper feed grain bin and an artesian water well

Water Licence: Please See Water Licence Information sheet on Page 15 & 16

- **PID:** 013-566-377
- Legal Description:** LEGAL SUBDIVISION 11 OF SECTION 31 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOS DIVISION YALE DISTRICT
- # of Acres:** 152 *(Please note PID 013-566-270, 013-566-300, 013-566-318 & 013-566-377 all share the same assessment and have a combined number of Acres listed)*
- Property Information:** Vacant
- Water Licence:** Please See Water Licence Information sheet on Page 15 & 16

- **PID:** 014-161-184
- Legal Description:** LEGAL SUBDIVISION 12 OF SECTION 31 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
- # of Acres:** 40.1
- Property Information:** Vacant

- **PID:** 014-161-231
- Legal Description:** LEGAL SUBDIVISION 13 OF SECTION 31 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
- # of Acres:** 40.1
- Property Information:** Vacant

- **PID:** 014-161-249
- Legal Description:** LEGAL SUBDIVISION 4 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT EXCEPT THE EASTERLY 5 CHAINS THEREOF
- # of Acres:** 30
- Property Information:** Vacant

- **PID:** 014-161-257
- Legal Description:** LEGAL SUBDIVISION 5 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT EXCEPT THE EASTERLY 5 CHAINS THEREOF
- # of Acres:** 30
- Property Information:** Vacant

- **PID:** 014-161-265
Legal Description: LEGAL SUBDIVISION 14 OF SECTION 31 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 40.1
Property Information: Vacant
Water Licence: Please See Water Licence Information sheet on Page 15 & 16
- **PID:** 014-161-273
Legal Description: THAT PART OF LEGAL SUBDIVISION 15 OF SECTION 31 LYING WEST OF THE WESTERN LIMIT OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 7.925
Property Information: Vacant
Water Licence: Please See Water Licence Information sheet on Page 15 & 16
- **PID:** 014-162-008
Legal Description: LEGAL SUBDIVISION 3 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 40
Property Information: Vacant
Water Licence: Please See Water Licence Information sheet on Page 15 & 16
- **PID:** 014-162-016
Legal Description: LEGAL SUBDIVISION 6 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 40
Property Information: Vacant
Water Licence: Please See Water Licence Information sheet on Page 15 & 16
- **PID:** 014-162-024
Legal Description: THAT PART OF LEGAL SUBDIVISION 2 OF SECTION 6 LYING WEST OF THE WESTERN LIMIT OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 8.097
Property Information: Vacant
Water Licence: Please See Water Licence Information sheet on Page 15 & 16

- **PID:** 014-162-032
Legal Description: THAT PART OF LEGAL SUBDIVISION 7 OF SECTION 6 LYING WEST OF THE WESTERN LIMIT OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 7.7
Property Information: Vacant
Water Licence: Please See Water Licence Information sheet on Page 15 & 16
- **PID:** 014-162-067
Legal Description: THE EASTERLY 5 CHAINS OF LEGAL SUBDIVISION 4 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 10
Property Information: Vacant
Water Licence: Please See Water Licence Information sheet on Page 15 & 16
- **PID:** 014-162-075
Legal Description: THE EASTERLY 5 CHAINS OF LEGAL SUBDIVISION 5 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 10
Property Information: Vacant
- **PID:** 014-162-105
Legal Description: THAT PART OF LEGAL SUBDIVISION 10 OF SECTION 6 NOT CONTAINED WITHIN THE LIMITS OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 9.4
Property Information: Vacant
- **PID:** 010-367-381
Legal Description: THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 29 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 80
Property Information: Vacant
Water Licence: Please See Water Licence Information sheet on Page 15 & 16

- **PID:** 010-367-420
Legal Description: THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 29 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 80
Property Information: There is a shed and other outbuildings located on this Property
Water Licence: Please See Water Licence Information sheet on Page 15 & 16
- **PID:** 010-367-497
Legal Description: THE NORTH EAST 1/4 OF SECTION 30 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 160
Property Information: Vacant
Water Licence: Please See Water Licence Information sheet on Page 15 & 16
- **PID:** 010-367-543
Legal Description: THE NORTH EAST 1/4 OF SECTION 18 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 160
Property Information: Vacant
Water Licence: Please See Water Licence Information sheet on Page 15 & 16
- **PID:** 014-646-048
Legal Description: THE NORTH EAST 1/4 OF SECTION 19 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 160
Property Information: Vacant
Water Licence: Please See Water Licence Information sheet on Page 15 & 16
- **PID:** 014-646-064
Legal Description: THE NORTH WEST 1/4 OF SECTION 17 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 160
Property Information: Vacant

- **PID:** 014-646-072
Legal Description: THE SOUTH EAST 1/4 OF SECTION 19 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 160
Property Information: Vacant
Water Licence: Please See Water Licence Information sheet on Page 15 & 16
- **PID:** 014-646-099
Legal Description: THE SOUTH WEST 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 160
Property Information: Vacant
Water Licence: Please See Water Licence Information sheet on Page 15 & 16
- **PID:** 014-646-129
Legal Description: THE SOUTH EAST 1/4 OF SECTION 31 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 160
Property Information: [Yard #3:](#)
Twin Creeks yard which consists of a rancher home with 2 bedroom, 2 bathroom, airtight wood heater, and propane heat

The guest log cabin includes 1 bedroom, 1 bathroom, an airtight wood heater and baseboard heater

The Property also includes a 2 story art/music studio, barn, shelter, seasonal cabin, power and septic pump out
Water Licence: Please See Water Licence Information sheet on Page 15 & 16
- **PID:** 014-646-102
Legal Description: THE NORTH WEST 1/4 OF SECTION 29 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 160
Property Information: There is a barn located on this Property
Water Licence: Please See Water Licence Information sheet on Page 15 & 16

- **PID:** 014-646-111
Legal Description: THE SOUTH EAST 1/4 OF SECTION 30 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 160
Property Information: **Yard #4** (Includes Properties from PID 010-367-284 & 010-367-314):
 88 Ranch (Ranch Headquarters)- 2 story house with 3 bedrooms, 2 bathrooms, an airtight wood heater, propane forced air furnace, washer, dryer, fridge and stove. The main yard includes working corrals, calving barn, 60x100 timber frame shop with developed upstairs (office/storage)

 The 2 story bunk house includes an airtight wood heater, propane forced air and fireplace

 The 2 story house consists of 4 bedrooms, 3 bathrooms, an airtight wood heater, propane forced air furnace, fridge and stove
Water Licence: Please See Water Licence Information sheet on Page 15 & 16
- **PID:** 010-367-284
Legal Description: THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 80
Property Information: Please see Property Information on PID 014-646-111 as the Properties from PID 010-367-284 & 010-367-314 have been combined
Water Licence: Please See Water Licence Information sheet on Page 15 & 16
- **PID:** 010-367-314
Legal Description: THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 29 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
of Acres: 80
Property Information: Please see Property Information on PID 014-646-111 as the Properties from PID 010-367-284 & 010-367-314 have been combined
Water Licence: Please See Water Licence Information sheet on Page 15 & 16

TOTAL DEEDED ACRES= 2,387.122

NOTES: Please note all deeded land is not within the Statistics Canada's definitions of Census Metropolitan Area (CMA) or Census Agglomeration (CA).³⁴. If you would like to double check if Prohibition applies on the Residential Properties, please visit the following link: [Prohibition on the Purchase of Residential Property by Non-Canadians Act | CMHC \(cmhc-schl.gc.ca\)](http://cmhc-schl.gc.ca)

GRAZING LEASES

- **Disposition No.:** 345373. *Please note 853357 is DTID, Lease No. is 345373*
- Legal Description:** That part of the North 1/2 of Section 32, Township 19, Range 26, West of the Sixth Meridian, together with Sections 5, and 8, and all that Unsurveyed Crown land, within Township 20, Range 26, West of the Sixth Meridian, Kamloops Division Yale District, containing 907.71 hectares more or less
- Associated Private Properties:** Please refer back to Grazing Lease Agreement
- Total Hectares/ Acres:** 2,242.95 Acres (907.71 Hectares)
- Commencement Date:** January 12, 2007
- Term:** Terminates on the 20th anniversary date of the Commencement Date, or such earlier date provided for in the Grazing Lease Agreement and despite any other provisions of the Lease Agreement
- Grazing Capacity
Animal Unit Month (“AUM”):** 400
- Annual Rental:** \$1,664.00 (based off Forage Fee). Please note all rent calculated by the Forage Fee will change annually August 1st. Stock price is determined by BC Cattleman's. This year stock price is \$4.47/AUM and forage fee (stock price x 0.93) is \$4.16/AUM. *Please note the January 2024 invoice was based on land value this year, but the next invoice will use the Forage Fee formula as the land value (\$1,433.20) will be less than the Forage Fee (\$1,664.00).*
- Special Conditions:** Eligibility requirements must be met for a grazing lease to be assigned (Please refer back to Grazing Lease Assignment Application for more information)
- Range Agrologist:** Valerie Valentine
Phone: (250) 371-3777/ Email: Valerie.Valentine@gov.bc.ca
- **Disposition No.:** 850035. *Please note 850035 is DTID. Previous Lease No. is 345375*
- Legal Description:** Those parts of Sections 30 and 31, Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District and containing 94.90 hectares, more or less
- Associated Private Properties:** Please refer back to Grazing Lease Agreement
- Total Hectares/ Acres:** 234.49 Acres (94.9 Hectares)
- Commencement Date:** August 26, 2006
- Term:** Terminates on the 20th anniversary date of the Commencement Date, or such earlier date provided for in the Grazing Lease Agreement and despite any other provisions of the Lease Agreement
- Grazing Capacity
Animal Unit Month (“AUM”):** 60
- Annual Rental:** \$675.00 (based off Minimum Rent). Please see Lands Branch Memo in regards to rent increase set for 2025
- Special Conditions:** Eligibility requirements must be met for a grazing lease to be assigned (Please refer back to Grazing Lease Assignment Application for more information)
- Range Agrologist:** Valerie Valentine
Phone: (250) 371-3777/ Email: Valerie.Valentine@gov.bc.ca

- **Disposition No.:** 345374. *Please note 875669 is DTID, Lease No. is 345374.*
- Legal Description:** That part of Section 5, Township 21, Range 26, West of the Sixth Meridian; Those parts of Sections 6, 7, 17, 18, 19, 20, 29, 30 and 32, Township 20, Range 26, West of the Sixth Meridian, all of Kamloops Division of Yale District and containing 1,594.2 hectares, more or less.
- Associated Private Properties:** Please refer back to Grazing Lease Agreement
- Total Hectares/ Acres:** 3,939.26 Acres (1,594.2 Hectares)
- Commencement Date:** December 1, 2009
- Term:** Terminates on the 20th anniversary date of the Commencement Date, or such earlier date provided for in the Grazing Lease Agreement and despite any other provisions of the Lease Agreement
- Grazing Capacity**
- Animal Unit Month ("AUM"):** 500
- Annual Rental:** \$2,196.96 (based of Land Value). Please note Land Value is reviewed once every five (5) years per Grazing Policy so Land Value rents may change in 2029 as values were updated this year.
- Special Conditions:** Eligibility requirements must be met for a grazing lease to be assigned (Please refer back to Grazing Lease Assignment Application for more information)
- Range Agrologist:** Valerie Valentine
Phone: (250) 371-3777/ Email: Valerie.Valentine@gov.bc.ca
- **Disposition No.:** 344270
- Legal Description:** That part of Section 33 together with those parts of the South 1/2 of Section 32, the Northeast 1/4 of Section 29 and the Fractional North 1/2 of Section 28, all Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District, containing 568.70 hectares, more or less
- Associated Private Properties:** Please refer back to Grazing Lease Agreement
- Total Hectares/ Acres:** 1,405.25 Acres (568.7 Hectares)
- Commencement Date:** January 18, 2007
- Term:** Terminates on the 20th anniversary date of the Commencement Date, or such earlier date provided for in the Grazing Lease Agreement and despite any other provisions of the Lease Agreement
- Grazing Capacity**
- Animal Unit Month ("AUM"):** 125
- Annual Rental:** \$675.00 (based off Minimum Rent). Please see Lands Branch Memo in regards to rent increase set for 2025
- Special Conditions:** Eligibility requirements must be met for a grazing lease to be assigned (Please refer back to Grazing Lease Assignment Application for more information)
- Range Agrologist:** Valerie Valentine
Phone: (250) 371-3777/ Email: Valerie.Valentine@gov.bc.ca

- **Disposition No.:** 344647
Legal Description: That part of the West 1/2 of Section 19; That part of the Southwest 1/4 and South 1/2 of the Northwest 1/4 of Section 30, together with all that Unsurveyed Crown land situated in the vicinity of Pocock Creek, all of Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District and containing 416.6 hectares more or less.
- Associated Private Properties:** Please refer back to Grazing Lease Agreement
Total Hectares/ Acres: 1029.41 Acres (416.6 Hectares)
Commencement Date: June 22, 2008
Term: Terminates on the 20th anniversary date of the Commencement Date, or such earlier date provided for in the Grazing Lease Agreement and despite any other provisions of the Lease Agreement
- Grazing Capacity**
Animal Unit Month ("AUM"): 250
Annual Rental: \$830.03 (based off Forage Fee). Please note all rent calculated by the Forage Fee will change annually August 1st. Stock price is determined by BC Cattleman's. This year stock price is \$4.47/AUM and forage fee (stock price x 0.93) is \$4.16/AUM. Rent will update to \$1,040.00 in 2025 per stock price (forage fee) of \$4.16/AUM.
- Special Conditions:** Eligibility requirements must be met for a grazing lease to be assigned (Please refer back to Grazing Lease Assignment Application for more information)
- Range Agrologist:** Valerie Valentine
 Phone: (250) 371-3777/ Email: Valerie.Valentine@gov.bc.ca
- **Disposition No.:** 344646
Legal Description: Those portions of Section 17, 20, 28 and 29, Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District, containing 269.8 hectares, more or less
- Associated Private Properties:** Please refer back to Grazing Lease Agreement
Total Hectares/ Acres: 666.67 Acres (269.8 Hectares)
Commencement Date: June 22, 2008
Term: Terminates on the 20th anniversary date of the Commencement Date, or such earlier date provided for in the Grazing Lease Agreement and despite any other provisions of the Lease Agreement
- Grazing Capacity**
Animal Unit Month ("AUM"): 225
Annual Rental: \$740.75 (based off Forage Fee). Please note all rent calculated by the Forage Fee will change annually August 1st. Stock price is determined by BC Cattleman's. This year stock price is \$4.47/AUM and forage fee (stock price x 0.93) is \$4.16/AUM. Rent will update to \$936.00 in 2025 per stock price (forage fee) of \$4.16/AUM.
- Special Conditions:** Eligibility requirements must be met for a grazing lease to be assigned (Please refer back to Grazing Lease Assignment Application for more information)
- Range Agrologist:** Valerie Valentine
 Phone: (250) 371-3777/ Email: Valerie.Valentine@gov.bc.ca

TOTAL LEASED ACRES= 9,518.06

GRAZING LICENCES

- **Disposition No.:** RAN077604
- Agreement Area:** Please see the Exhibit “A” to the Grazing Licence Agreement
- Total Acres:** 8,518.98 Acres (3,447.51 Hectares)
- Effective Date:** January 1, 2023
- Term:** 25 Years
- Expiry Date:** December 31, 2047
- Grant of Rights:** The Agreement Holder may graze livestock
- Grazing Capacity**
- Animal Unit Month (“AUM”):** 687
- Special Conditions:** Please see the Exhibit “B” to the Grazing Licence Agreement
- Associated Land:** Please see the Exhibit “C” to the Grazing Licence Agreement
- Annual Rental:** Each year the Crown range rents and fees are calculated based on [Section 15 and 16 of the Range Act Range Regulation](#). 2024 Crown range rents and fees are posted [here](#), an annual fee for licence or permit of \$25 is also included when billing.
- Range Officer:** Faith Manke
Phone: (236) 425-9262 / Email: Faith.Manke@gov.bc.ca
- Notes:** The new Agreement Holder will need to prepare and maintain a Range Use Plan or Range Stewardship Plan as required under Section 32 of the *Forest and Range Practices Act*
- **Disposition No.:** RAN077673
- Agreement Area:** Please see Exhibit “A” to the Grazing Licence Agreement
- Total Acres:** 40,634.55 Acres (16,444.22 Hectares)
- Effective Date:** January 1, 2024
- Term:** 25 Years
- Expiry Date:** December 31, 2048
- Grant of Rights:** The Agreement Holder may graze livestock
- Grazing Capacity**
- Animal Unit Month (“AUM”):** 1,118
- Special Conditions:** Please see the Exhibit “B” to the Grazing Licence Agreement
- Associated Land:** Please see the Exhibit “C” to the Grazing Licence Agreement
- Annual Rental:** Each year the Crown range rents and fees are calculated based on [Section 15 and 16 of the Range Act Range Regulation](#). 2024 Crown range rents and fees are posted [here](#), an annual fee for licence or permit of \$25 is also included when billing.
- Range Officer:** Faith Manke
Phone: (236) 425-9262 / Email: Faith.Manke@gov.bc.ca
- Notes:** The new Agreement Holder will need to prepare and maintain a Range Use Plan or Range Stewardship Plan as required under Section 32 of the *Forest and Range Practices Act*

➤ Disposition No.:	RAN077257
Agreement Area:	Please see Exhibit “A” to the Grazing Licence Agreement
Total Acres:	12,377.13 Acres (5,008.85 Hectares)
Effective Date:	January 1, 2021
Term:	25 Years
Expiry Date:	December 31, 2045
Grant of Rights:	The Agreement Holder may graze livestock
Grazing Capacity	
Animal Unit Month (“AUM”):	474
Special Conditions:	Please see the Exhibit “B” to the Grazing Licence Agreement
Associated Land:	Please see the Exhibit “C” to the Grazing Licence Agreement
Annual Rental:	Each year the Crown range rents and fees are calculated based on Section 15 and 16 of the Range Act Range Regulation . 2024 Crown range rents and fees are posted here , an annual fee for licence or permit of \$25 is also included when billing.
Range Officer:	Faith Manke Phone: (236) 425-9262 / Email: Faith.Manke@gov.bc.ca
Notes:	The new Agreement Holder will need to prepare and maintain a Range Use Plan or Range Stewardship Plan as required under Section 32 of the <i>Forest and Range Practices Act</i>

TOTAL LICENCED ACRES= 61,530.66

AGRICULTURAL LEASE

Landlord:	British Columbia Hydro and Power Authority	
Legal Description for Duck Ranch:	PID: 014-644-576	THE NORTH WEST 1/4 OF SECTION 7 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT (160 Acres)
	PID: 014-644-592	THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 18 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT (80 Acres)
	PID: 014-644-606	THE SOUTH WEST 1/4 OF SECTION 18 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT (160 Acres)
	PID: 014-644-614	THE SOUTH 1/2 OF SECTION 24 TOWNSHIP 20 RANGE 27 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT (320 Acres)
Total Acres for Duck Ranch:	720 Acres +/-	

**Legal Description for
Parke No. 1 Ranch:**

PID: 014-685-442	THE NORTHEAST 1/4 OF SECTION 24 TOWNSHIP 20 RANGE 27 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT (160 Acres)
PID: 014-685-451	THE NORTHWEST 1/4 OF SECTION 24 TOWNSHIP 20 RANGE 27 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT (160 Acres)
PID: 008-717-788	THAT PART OF LOT 1 SHOWN ON PLAN E8316; SECTION 19 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN 15756 (29 Acres)
PID: 008-717-842	LOT 2 SECTION 19 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN 15756 EXCEPT THAT PART THEREOF WHICH LIES TO THE EAST OF THE EASTERLY BOUNDARY OF THE MOST EASTERLY 66 FOOT ROAD SHOWN ON PLAN 15756 (211.01 Acres) *See Note

Total Acres for Parke Ranch:

560.01 Acres +/-

Grand Total for Lease:

1,280.01 +/-

Effective Date:

June 1, 2014

Term:

As per the Amendment to Agricultural Lease dated February 28, 2023 with an effective date of June 1, 2022 (the "Effective Date"), the term of the Lease shall be extended for a further period of eight years

Expiry Date:

May 31, 2030 (as per Amendment to Agricultural Lease Agreement)

Permitted Purposes:

Farming and Ranching purposes only

Management Plan:

Please see Schedule 4 to the Agricultural Lease Agreement

Annual Rental:

\$17,000.00 plus GST (the "Basic Rent"). In addition to the Basic Rent, Additional Rent is applicable.

Please refer back to the Agriculture Lease Agreement and Amendment of Agricultural Lease for more information.

Note:

Yard #5:

There is a house with 2 bedrooms, 1 bathroom, septic pump out, wood heater, power and a water well on PID: 008-717-842. Please refer back to the Agricultural Lease Agreement (Schedule 2/ Landlord's Improvements)

This statement is based on information provided to us. The information is believed to be correct, but its accuracy cannot be guaranteed. Errors and/or omissions discovered prior and after auction shall be adjusted directly between the parties. E. & O.E.

WATER LICENCE INFORMATION FOR HAT CREEK RANCH COLLECTION

LICENCE NUMBER	LICENCE TYPE	LICENCE STATUS	PURPOSE USE	PARCEL IDENTIFIER	PRIORITY DATE	STATUS DATE	FILE NUMBER	QUANTITY	UNITS	POINTS CODE
501908	Groundwater	Current	Irrigation: Private	010367314, 010367420 & 014646102	2000-08-01	4/28/2020	20009422	126850	m3/year	PW198802
501909	Groundwater	Current	Livestock & Animal	014646111	2000-08-01	4/28/2020	3006617	9130	m3/year	PW198801
503175	Surface water	Current	Land Improve: General	010367314 & 010367381	1961-11-01	4/21/2021	0239322	0	Total Flow	PD201935, PD201936 & PD201937
503236	Surface water	Current	Irrigation: Private	014646111, 010367420, 010367284 & 010367497	1912-04-11	4/23/2021	0265083	112247	m3/year	PD46408
503237	Surface water	Current	Irrigation: Private	014646111, 010367420, 010367284 & 010367497	1958-06-05	4/23/2021	0220620	19736	m3/year	PD46408
503238	Surface water	Current	Irrigation: Private	014646111, 010367420, 010367284 & 010367497	1894-03-09	4/23/2021	0035712	141850	m3/year	PD46401
503367	Surface water	Current	Irrigation: Private	014646129	1911-05-15	1/19/2022	0265615	26160	m3/year	PD202379
C025625	Surface water	Current	Irrigation: Private	014646072	1958-05-27	7/27/1991	0220513	74008.8	m3/year	PD46413
C025626	Surface water	Current	Irrigation: Private	014646072	1958-10-30	7/27/1991	0220512	160352.4	m3/year	PD46405
C025627	Surface water	Current	Irrigation: Private	014646111, 014646072 & 014646048	1958-10-30	7/27/1991	0220998	148017.6	m3/year	PD46410
C025629	Surface water	Current	Irrigation: Private	010367543	1959-12-23	7/27/1991	0222960	160352.4	m3/year	PD46406

C048718	Surface water	Current	Irrigation: Private	014646129	1919-09-29	7/27/1991	0014509	55259.904	m3/year	PD46415
F003755	Surface water	Current	Irrigation: Private	014646072	1912-06-18	7/27/1991	0265092	48105.72	m3/year	PD46405
F005793	Surface water	Current	Irrigation: Private	010367543	1912-07-18	7/27/1991	0265100	35154.18	m3/year	PD46406
F007212	Surface water	Current	Incidental - Domestic	014646099	1911-09-05	7/27/1991	0265811	2.27305	m3/day	PD46412 & PD46411
F007212	Surface water	Current	Irrigation: Private	014646099	1911-09-05	7/27/1991	0265811	12334.8	m3/year	PD46412 & PD46411
F007247	Surface water	Current	Irrigation: Private	014646072	1912-06-18	7/27/1991	0265093	82026.42	m3/year	PD46410
F007248	Surface water	Current	Irrigation: Private	014646048	1915-05-17	7/27/1991	0265544	38237.88	m3/year	PD46409
F009965	Surface water	Current	Irrigation: Private	014646048	1929-04-25	7/27/1991	0086208	94731.264	m3/year	PD46410
501893	Groundwater	Current	Livestock & Animal	005042470 & 013566318	2013-08-15	2/5/2020	20009423	9130	m3/year	PW198771
C109968	Surface water	Current	Irrigation: Private	005042470, 013566270 & 013566318	1897-02-16	2/29/1996	0241272	211418.472	m3/year	PD71316
F004577	Surface water	Current	Irrigation: Private	014161265, 014162008 & 014162016	1912-07-18	7/27/1991	0265098	236828.16	m3/year	PD46429
F008224	Surface water	Current	Irrigation: Private	013566377, 014161273, 014162067, 014162032 & 014162024	1927-08-02	7/27/1991	0076754	43171.8	m3/year	PD46429
F009602	Surface water	Current	Irrigation: Private	013566300 & 013566377	1927-08-02	7/27/1991	0076755	30220.26	m3/year	PD46428

NOTE- Should you require further information (including a copy of the PLAT Map(s) and Water Licence(s)), please use the [Water Licence Search tool](#).

PROPERTY TAXES FOR HAT CREEK RANCH COLLECTION

DEEDED LAND:

PID NO.:	LEGAL DESCRIPTION:	# OF ACRES:	2024 TAX LEVY:
005-042-470	LOT A DISTRICT LOT 1072 AND OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN 26689	161.7	\$ 5,233.82
013-566-270	THAT PART OF LEGAL SUBDIVISION 9 SECTION 31 WHICH ARE NOT CONTAINED WITHIN THE LIMITS OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT		
013-566-300	THAT PART OF LEGAL SUBDIVISION 10 SECTION 31 WHICH ARE NOT CONTAINED WITHIN THE LIMITS OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	152	\$ 2,221.51
013-566-318	THAT PART OF LEGAL SUBDIVISION 16 SECTION 31 WHICH ARE NOT CONTAINED WITHIN THE LIMITS OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT		
013-566-377	LEGAL SUBDIVISION 11 OF SECTION 31 TOWNSHIP 19 RANGE 26 WEST OF THE 6 TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT		
014-161-184	LEGAL SUBDIVISION 12 OF SECTION 31 TOWNSHIP 19 RANGE 26 WEST OF THE 6 TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	40.1	\$ 7.34
014-161-231	LEGAL SUBDIVISION 13 OF SECTION 31 TOWNSHIP 19 RANGE 26 WEST OF THE 6 TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	40.1	\$ 10.72
014-161-249	LEGAL SUBDIVISION 4 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6 TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT EXCEPT THE EASTERLY 5 CHAINS THEREOF	30	\$ 5.31
014-161-257	LEGAL SUBDIVISION 5 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6 TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT EXCEPT THE EASTERLY 5 CHAINS THEREOF	30	\$ 9.16
014-161-265	LEGAL SUBDIVISION 14 OF SECTION 31 TOWNSHIP 19 RANGE 26 WEST OF THE 6 TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	40.1	\$ 37.43
014-161-273	THAT PART OF LEGAL SUBDIVISION 15 OF SECTION 31 LYING WEST OF THE WESTERN LIMIT OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	7.925	\$ 12.06



014-162-008	LEGAL SUBDIVISION 3 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6 TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	40	\$ 57.07
014-162-016	LEGAL SUBDIVISION 6 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6 TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	40	\$ 23.16
014-162-024	THAT PART OF LEGAL SUBDIVISION 2 OF SECTION 6 LYING WEST OF THE WESTERN LIMIT OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	8.097	\$ 13.11
014-162-032	THAT PART OF LEGAL SUBDIVISION 7 OF SECTION 6 LYING WEST OF THE WESTERN LIMIT OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	7.7	\$ 14.87
014-162-067	THE EASTERLY 5 CHAINS OF LEGAL SUBDIVISION 4 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	10	\$ 5.71
014-162-075	THE EASTERLY 5 CHAINS OF LEGAL SUBDIVISION 5 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	10	\$ 2.24
014-162-105	THAT PART OF LEGAL SUBDIVISION 10 OF SECTION 6 NOT CONTAINED WITHIN THE LIMITS OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	9.4	\$ 4.02
010-367-284	THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	80	\$ 1,406.31
010-367-314	THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 29 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	80	\$ 659.36
010-367-381	THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 29 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	80	\$ 21.24
010-367-420	THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 29 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	80	\$ 112.86
010-367-497	THE NORTH EAST 1/4 OF SECTION 30 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	160	\$ 34.18
010-367-543	THE NORTH EAST 1/4 OF SECTION 18 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	160	\$ 116.55
014-646-048	THE NORTH EAST 1/4 OF SECTION 19 TOWNSHIP 19 RANGE 26 WEST OF THE 6 TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	160	\$ 132.09
014-646-064	THE NORTH WEST 1/4 OF SECTION 17 TOWNSHIP 19 RANGE 26 WEST OF THE 6 TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	160	\$ 20.18
014-646-072	THE SOUTH EAST 1/4 OF SECTION 19 TOWNSHIP 19 RANGE 26 WEST OF THE 6 TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	160	\$ 170.93
014-646-099	THE SOUTH WEST 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 26 WEST OF THE 6 TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	160	\$ 43.34

014-646-102	THE NORTH WEST 1/4 OF SECTION 29 TOWNSHIP 19 RANGE 26 WEST OF THE 6 TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	160	\$ 35.00
014-646-111	THE SOUTH EAST 1/4 OF SECTION 30 TOWNSHIP 19 RANGE 26 WEST OF THE 6 TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	160	\$ 1,561.76
014-646-129	THE SOUTH EAST 1/4 OF SECTION 31 TOWNSHIP 19 RANGE 26 WEST OF THE 6 TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT	160	\$ 2,250.60
TOTAL=		2387.122	\$14,221.93

GRAZING LEASES:**2024 TAX LEVY:**

Disposition No.:	345373. Please note 853357 is DTID, Lease No. is 345373	\$ 436.21
Legal Description:	That part of the North 1/2 of Section 32, Township 19, Range 26, West of the Sixth Meridian, together with Sections 5, and 8, and all that Unsurveyed Crown land, within Township 20, Range 26, West of the Sixth Meridian, Kamloops Division Yale District, containing 907.71 hectares more or less	
Total Hectares/ Acres	2,242.95 Acres (907.71 Hectares)	
Disposition No.:	850035. Please note 850035 is DTID. Previous Lease No. is 345375	\$ 42.82
Legal Description:	Those parts of Sections 30 and 31, Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District and containing 94.90 hectares, more or less	
Total Hectares/ Acres:	234.49 Acres (94.9 Hectares)	
Disposition No.:	345374. Please note 875669 is DTID, Lease No. is 345374.	\$ 668.67
Legal Description:	That part of Section 5, Township 21, Range 26, West of the Sixth Meridian; Those parts of Sections 6, 7, 17, 18, 19, 20, 29, 30 and 32, Township 20, Range 26, West of the Sixth Meridian, all of Kamloops Division of Yale District and containing 1,594.2 hectares, more or less.	
Total Hectares/ Acres:	3,939.26 Acres (1,594.2 Hectares)	
Disposition No.:	344270	\$ 139.20
Legal Description:	That part of Section 33 together with those parts of the South 1/2 of Section 32, the Northeast 1/4 of Section 29 and the Fractional North 1/2 of Section 28, all Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District, containing 568.70 hectares, more or less	
Total Hectares/ Acres:	1,405.25 Acres (568.7 Hectares)	

Disposition No.:	344647	\$ 132.66
Legal Description:	That part of the West 1/2 of Section 19; That part of the Southwest 1/4 and South 1/2 of the Northwest 1/4 of Section 30, together with all that Unsurveyed Crown land situated in the vicinity of Pocock Creek, all of Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District and containing 416.6 hectares more or less.	
Total Hectares/ Acres:	1029.41 Acres (416.6 Hectares)	
Disposition No.:	344646	\$ 130.43
Legal Description:	Those portions of Section 17, 20, 28 and 29, Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District, containing 269.8 hectares, more or less	
Total Hectares/ Acres:	666.67 Acres (269.8 Hectares)	
TOTAL=		\$ 1,549.99
TOTAL PROPERTY TAXES ON HAT CREEK RANCH COLLECTION=		<u>\$15,771.92</u>

**NOTE- on the Agricultural Lease Agreement with British Columbia Hydro and Power Authority, the Property Taxes are issued to the Tenant, however, the Landlord is responsible for paying same as per Section 3.1 of the Lease Agreement*

**NOTE- Grazing Licences do not have property taxes associated to them*

This statement is based on information provided to us. The information is believed to be correct, but its accuracy cannot be guaranteed. Errors and/or omissions discovered prior and after auction shall be adjusted directly between the parties. E. & O.E.



Bidding Requirements

1. Review [Terms and Conditions](#) for all bidders.
2. [Create an account](#) on CLHbid.com.
3. Review [Offer to Purchase](#).
4. Prior to the sale, we require a letter from your financial institution approving a maximum bidding limit. Please direct your financial institution to send the letter to accounting@clhbid.com. Below is a sample letter.

[Date]

Financial Institution's Letterhead

At the request of our client, we certify that **[Customer Name and/or Company Name]** has made financial arrangements with **[Financial Institution's Name]** and have been approved to bid up to **[specify dollar amount]**. The approved financing is for the **Hat Creek Ranch Collection** sale in Cache Creek, British Columbia on August 15, 2024 with CLHbid.com.

Financial Institution's Contact Person & Position

Phone Number

Email Address

Please send directly to: **accounting@clhbid.com**

TITLE SEARCH PRINT

2023-09-12, 10:24:01

File Reference: Braun

Requestor: Sadie Gilfillan

Declared Value \$ 751267

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number CA1907336
From Title Number KJ74261

Application Received 2011-02-18

Application Entered 2011-02-28

Registered Owner in Fee Simple
Registered Owner/Mailing Address: HENRY BRAUN, BUSINESSMAN
VELMA BRAUN, HOMEMAKER
PO BOX 2372
ABBOTSFORD, BC
V2T 4X3
AS JOINT TENANTS

Taxation Authority Kamloops Assessment Area

Description of Land
Parcel Identifier: 005-042-470
Legal Description:
LOT A DISTRICT LOT 1072 AND OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE
6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN 26689

Legal Notations
THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL
LAND COMMISSION ACT, SEE PLAN M11379

Charges, Liens and Interests
Nature: STATUTORY RIGHT OF WAY
Registration Number: KN50186
Registration Date and Time: 1999-06-09 11:32
Registered Owner: BC TEL
Remarks: INTER ALIA

TITLE SEARCH PRINT

2023-09-12, 10:24:01

File Reference: Braun

Requestor: Sadie Gilfillan

Declared Value \$ 751267

Nature: STATUTORY RIGHT OF WAY
Registration Number: KN50187
Registration Date and Time: 1999-06-09 11:32
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA
SEE KN50186

Nature: UNDERSURFACE AND OTHER EXC & RES
Registration Number: CA1907337
Registration Date and Time: 2011-02-18 12:08
Registered Owner: SANDRIFT HOLDINGS LTD.
INCORPORATION NO. BC0939233
Transfer Number: CA2533476
Remarks: AS DESCRIBED IN CROWN GRANT 4395/99 (SEE 31723F)

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA
FORM 17 CHARGE, NOTATION OR FILING Feb-18-2011 12:08:57.002
LAND TITLE AND SURVEY AUTHORITY

CA1907337

1298054419

PAGE 1 OF 3 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Christopher
Alan Becker
2HMEVA

Digitally signed by Christopher Alan
Becker 2HMEVA
DN: c=CA, cn=Christopher Alan
Becker 2HMEVA, o=Lawyer, ou=Verify
ID at: www.juricert.com/LKUP.cfm?
id=2HMEVA
Date: 2011.02.18 10:41:31 -08'00'

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. APPLICANT: (Name, address, phone number of applicant, applicant's solicitor or agent)

PUSHOR MITCHELL LLP, Lawyers
301 - 1665 Ellis Street

Phone: 250-869-1112
Client No. 10332
TMA 49983.3-lxs

Kelowna BC V1Y 2B3

Document Fees: \$71.90

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]

005-042-470 LOT A DL 1072 AND OF SEC 6 TP 20 RGE 26 W6M KDYD PLAN 26689

STC? YES

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

UNDERSURFACE AND OTHER EXC & RESERVATIONS

ADDITIONAL INFORMATION:

as described in Crown Grant 4395/99 (see 31723F)

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

UPPER HAT CREEK RANCH LTD.

3902 BLUEBIRD ROAD
KELOWNA

V1W 1X6

BRITISH COLUMBIA
CANADA

Incorporation No
BC0496847

FORM_A_V16

**LAND TITLE ACT
FORM A (Section 185(1))
FREEHOLD TRANSFER Province of British Columbia**

1297901839

PAGE 1 OF 2 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



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

Kuhn & Company

Barristers and Solicitors

300 31935 South Fraser Way

Abbotsford

BC V2T 5N7

Telephone: (604) 864-8877

File Number: 231-0006

Deduct LTSA Fees? Yes

2a. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

005-042-470 Lot A District Lot 1072 and of Section 6 Township 20 Range 26 West of the 6th Meridian Kamloops Division Yale District Plan 26689 ✓

STC? YES

2b. MARKET VALUE: \$ 751,267.02

3. CONSIDERATION: \$ 751,267.02

4. TRANSFEROR(S):

UPPER HAT CREEK RANCH LTD. (INC. NO. 496847)

5. FREEHOLD ESTATE TRANSFERRED: **Fee Simple with Exceptions and Reservations (SEE SCHEDULE)** ✓

6. TRANSFEREE(S): (including occupation(s), postal address(es) and postal code(s))

HENRY BRAUN, Businessman

VELMA BRAUN, Homemaker

PO Box 2372

Abbotsford

BC

AS JOINT TENANTS V2T 4X3

7. EXECUTION(S): The transferor(s) accept(s) the above consideration and understand(s) that the instrument operates to transfer the freehold estate in the land described above to the transferee(s)

Officer Signature(s)

**ANDREA EAST
BARRISTER & SOLICITOR
3RD FLOOR- 1665 ELLIS STREET
KELOWNA, BC V1Y 2B3
PHONE: (250) 762-2108**

Execution Date

Y	M	D
11	02	17

Transferor(s) Signature(s)

Upper Hat Creek Ranch Ltd.
by its authorized signatory:

Print Name
Theresa Arsenavitch

Print 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.

FORM_E_V18

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 2 OF 2 PAGES

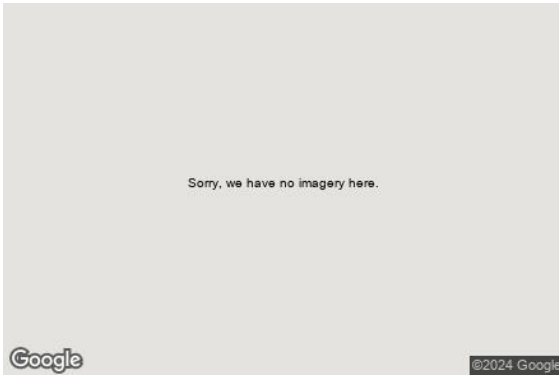
ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. FREEHOLD ESTATE TRANSFERRED:*

Fee Simple, excepting and reserving the interests, rights, privileges and titles to the Transferor, as described in Crown Grant 4395/99 (see DF 31723F). ✓

4005 HAT CREEK RD CACHE CREEK

Area-Jurisdiction-Roll: 23-730-00600.000



Total value **\$1,395,680** ^[1]

2024 assessment as of July 1, 2023

Land	\$74,680
Buildings	\$1,321,000
Previous year value	\$1,356,880
Land	\$73,880
Buildings	\$1,283,000

Property information

Year built	2003
Description	2 STY house - Semi-Custom
Bedrooms	2
Baths	3
Carports	C
Garages	
Land size	161.7 Acres
First floor area	729
Second floor area	729
Basement finish area	
Strata area	
Building storeys	2
Gross leasable area	
Net leasable area	
No.of apartment units	

Legal description and parcel ID

LOT A, PLAN KAP26689, DISTRICT LOT 1072, SECTION 6, TOWNSHIP 20, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT
 PID: 005-042-470

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width
 Length
 Total area

Comments

Property has more than one structure; Property Details are for main building only

TITLE SEARCH PRINT

2023-09-12, 10:24:02

File Reference: Braun

Requestor: Sadie Gilfillan

Declared Value \$ 598733

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number CA1907338
From Title Number KJ74262

Application Received 2011-02-18

Application Entered 2011-02-28

Registered Owner in Fee Simple
Registered Owner/Mailing Address: HENRY BRAUN, BUSINESSMAN
VELMA BRAUN, HOMEMAKER
PO BOX 2372
ABBOTSFORD, BC
V2T 4X3
AS JOINT TENANTS

Taxation Authority Kamloops Assessment Area

Description of Land
Parcel Identifier: 013-566-270
Legal Description:
THAT PART OF LEGAL SUBDIVISION 9 SECTION 31 WHICH ARE NOT CONTAINED WITHIN
THE LIMITS OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 19
RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

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

Charges, Liens and Interests
Nature: STATUTORY RIGHT OF WAY
Registration Number: KN50186
Registration Date and Time: 1999-06-09 11:32
Registered Owner: BC TEL
Remarks: INTER ALIA

TITLE SEARCH PRINT

2023-09-12, 10:24:02

File Reference: Braun

Requestor: Sadie Gilfillan

Declared Value \$ 598733

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	KN50187
Registration Date and Time:	1999-06-09 11:32
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA SEE KN50186

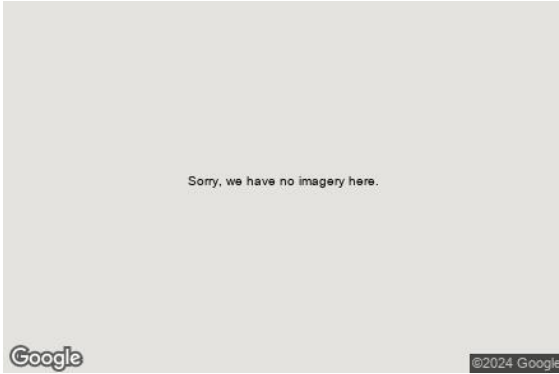
Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

3750 HAT CREEK RD CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12116.000



Total value **\$693,350** ^[1]

2024 assessment as of July 1, 2023

Land	\$51,850
Buildings	\$641,500

Previous year value	\$682,250
Land	\$51,850
Buildings	\$630,400

Property information

Year built	1930
Description	1.5 STY house-Semi-Custom
Bedrooms	4
Baths	2
Carports	
Garages	
Land size	152 Acres
First floor area	1,369
Second floor area	648
Basement finish area	721
Strata area	
Building storeys	2
Cross leasable area	
Net leasable area	
No.of apartment units	

Legal description and parcel ID

LEGAL SUBDIVISION 9, SECTION 31, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT, O/S DL 1072

PID: 013-566-270

see more legal descriptions below

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width
Length
Total area

Comments

Property has more than one structure; Property Details are for main building only

Legal Description and Parcel ID

LEGAL SUBDIVISION 9, SECTION 31, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT, O/S DL 1072

PID: 013-566-270

LEGAL SUBDIVISION 10, SECTION 31, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT, O/S DL 1072

PID: 013-566-300

LEGAL SUBDIVISION 16, SECTION 31, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT, O/S DL 1072

PID: 013-566-318

LEGAL SUBDIVISION 11, SECTION 31, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT

PID: 013-566-377

TITLE SEARCH PRINT

2023-09-12, 10:24:01

File Reference: Braun

Requestor: Sadie Gilfillan

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number CA1907339
From Title Number KJ74263

Application Received 2011-02-18

Application Entered 2011-02-28

Registered Owner in Fee Simple
Registered Owner/Mailing Address: HENRY BRAUN, BUSINESSMAN
VELMA BRAUN, HOMEMAKER
PO BOX 2372
ABBOTSFORD, BC
V2T 4X3
AS JOINT TENANTS

Taxation Authority Kamloops Assessment Area

Description of Land
Parcel Identifier: 013-566-300
Legal Description:
THAT PART OF LEGAL SUBDIVISION 10 SECTION 31 WHICH ARE NOT CONTAINED WITHIN
THE LIMITS OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 19
RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

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

Charges, Liens and Interests
Nature: STATUTORY RIGHT OF WAY
Registration Number: KN50186
Registration Date and Time: 1999-06-09 11:32
Registered Owner: BC TEL
Remarks: INTER ALIA

TITLE SEARCH PRINT

2023-09-12, 10:24:01

File Reference: Braun

Requestor: Sadie Gilfillan

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	KN50187
Registration Date and Time:	1999-06-09 11:32
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA SEE KN50186

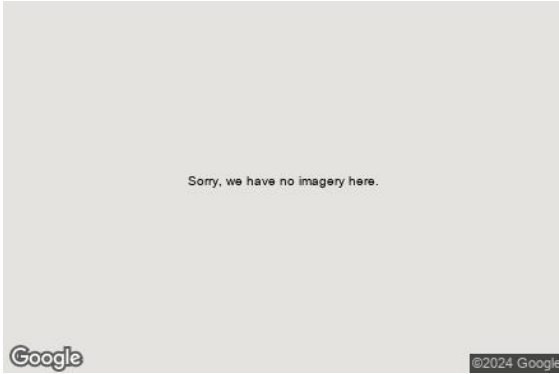
Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

3750 HAT CREEK RD CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12116.000



Total value **\$693,350** ^[1]

2024 assessment as of July 1, 2023

Land	\$51,850
Buildings	\$641,500

Previous year value \$682,250

Land	\$51,850
Buildings	\$630,400

Property information

Year built	1930
Description	1.5 STY house-Semi-Custom
Bedrooms	4
Baths	2
Carports	
Garages	
Land size	152 Acres
First floor area	1,369
Second floor area	648
Basement finish area	721
Strata area	
Building storeys	2
Gross leasable area	
Net leasable area	
No.of apartment units	

Legal description and parcel ID

LEGAL SUBDIVISION 9, SECTION 31, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT, O/S DL 1072

PID: 013-566-270

see more legal descriptions below

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width	
Length	
Total area	

Comments

Property has more than one structure; Property Details are for main building only

Legal Description and Parcel ID

LEGAL SUBDIVISION 9, SECTION 31, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT, O/S DL 1072

PID: 013-566-270

LEGAL SUBDIVISION 10, SECTION 31, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT, O/S DL 1072

PID: 013-566-300

LEGAL SUBDIVISION 16, SECTION 31, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT, O/S DL 1072

PID: 013-566-318

LEGAL SUBDIVISION 11, SECTION 31, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT

PID: 013-566-377

TITLE SEARCH PRINT

2023-09-12, 10:24:02

File Reference: Braun

Requestor: Sadie Gilfillan

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number CA1907341
From Title Number KJ74265

Application Received 2011-02-18

Application Entered 2011-02-28

Registered Owner in Fee Simple
Registered Owner/Mailing Address: HENRY BRAUN, BUSINESSMAN
VELMA BRAUN, HOMEMAKER
PO BOX 2372
ABBOTSFORD, BC
V2T 4X3
AS JOINT TENANTS

Taxation Authority Kamloops Assessment Area

Description of Land
Parcel Identifier: 013-566-318
Legal Description:
THAT PART OF LEGAL SUBDIVISION 16 SECTION 31 WHICH ARE NOT CONTAINED WITHIN
THE LIMITS OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 19
RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

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

Charges, Liens and Interests
Nature: STATUTORY RIGHT OF WAY
Registration Number: KN50186
Registration Date and Time: 1999-06-09 11:32
Registered Owner: BC TEL
Remarks: INTER ALIA

TITLE SEARCH PRINT

2023-09-12, 10:24:02

File Reference: Braun

Requestor: Sadie Gilfillan

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	KN50187
Registration Date and Time:	1999-06-09 11:32
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA SEE KN50186

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE



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3750 HAT CREEK RD CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12116.000



Favourite



Compare



Print



Total value

\$693,350

2024 assessment as of July 1, 2023

Land	\$51,850
Buildings	\$641,500
Previous year value	\$682,250
Land	\$51,850
Buildings	\$630,400

Questions about this property assessment? Visit our Property assessment FAQ (<https://info.bcassessment.ca/faq>) or Contact us (</property/contact>) if you have questions.

Visit our BC Assessment interactive market trends maps (<http://bcagis.maps.arcgis.com/apps/MapSeries/index.html?appid=ba3d56fb4c144727896b25989bdf00d2>) for assessed value changes in your area, and our Property tax page (<https://info.bcassessment.ca/propertytax>) to learn what your assessment value change means for your property taxes.

Find out more about BC Assessment's Data Services (<https://info.bcassessment.ca/services-and-products/Pages/Buy-and-Exchange-Data.aspx>)

Property information

Are the property details correct?

Year built 1930

Description	1.5 STY house-Semi-Custom
Bedrooms	4
Baths	2
Carports	
Garages	
Land size	152 Acres
First floor area	1,369
Second floor area	648
Basement finish area	721
Strata area	
Building storeys	2
Gross leasable area	
Net leasable area	
No.of apartment units	

Legal description and parcel ID

LEGAL SUBDIVISION 16, SECTION 31, TOWNSHIP 19,
RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE
LAND DISTRICT, O/S DL 1072

PID: 013-566-318

LEGAL SUBDIVISION 11, SECTION 31, TOWNSHIP 19,
RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE
LAND DISTRICT

PID: 013-566-377

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width

Length

Total area

Comments

Property has more than one structure; Property Details are for main building only

TITLE SEARCH PRINT

2023-09-12, 10:24:02

File Reference: Braun

Requestor: Sadie Gilfillan

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
 Land Title Office KAMLOOPS

Title Number CA1907340
 From Title Number KJ74264

Application Received 2011-02-18

Application Entered 2011-02-28

Registered Owner in Fee Simple
 Registered Owner/Mailing Address: HENRY BRAUN, BUSINESSMAN
 VELMA BRAUN, HOMEMAKER
 PO BOX 2372
 ABBOTSFORD, BC
 V2T 4X3
 AS JOINT TENANTS

Taxation Authority Kamloops Assessment Area

Description of Land
 Parcel Identifier: 013-566-377
 Legal Description:
 LEGAL SUBDIVISION 11 OF SECTION 31 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH
 MERIDIAN KAMLOOS DIVISION YALE DISTRICT

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

Charges, Liens and Interests NONE

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE



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Any commercial use of these data in whole or in part, directly or indirectly, including the use of such data for business, residential address or telephone directory services or any solicitation service is specifically prohibited except with the prior written authority of the owner of the copyright.

3750 HAT CREEK RD CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12116.000



Favourite



Compare



Print



Total value

\$693,350 ⓘ

2024 assessment as of July 1, 2023

Land	\$51,850
Buildings	\$641,500
Previous year value	\$682,250
Land	\$51,850
Buildings	\$630,400

Questions about this property assessment? Visit our Property assessment FAQ (<https://info.bcassessment.ca/faq>) or Contact us (</property/contact>) if you have questions.

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Find out more about BC Assessment's Data Services (<https://info.bcassessment.ca/services-and-products/Pages/Buy-and-Exchange-Data.aspx>)

Property information

Are the property details correct?

Year built 1930

Description	1.5 STY house-Semi-Custom
Bedrooms	4
Baths	2
Carports	
Garages	
Land size	152 Acres
First floor area	1,369
Second floor area	648
Basement finish area	721
Strata area	
Building storeys	2
Gross leasable area	
Net leasable area	
No.of apartment units	

Legal description and parcel ID

LEGAL SUBDIVISION 16, SECTION 31, TOWNSHIP 19,
RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE
LAND DISTRICT, O/S DL 1072

PID: 013-566-318

LEGAL SUBDIVISION 11, SECTION 31, TOWNSHIP 19,
RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE
LAND DISTRICT

PID: 013-566-377

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width

Length

Total area

Comments

Property has more than one structure; Property Details are for main building only

TITLE SEARCH PRINT

2023-09-12, 10:24:02

File Reference: Braun

Requestor: Sadie Gilfillan

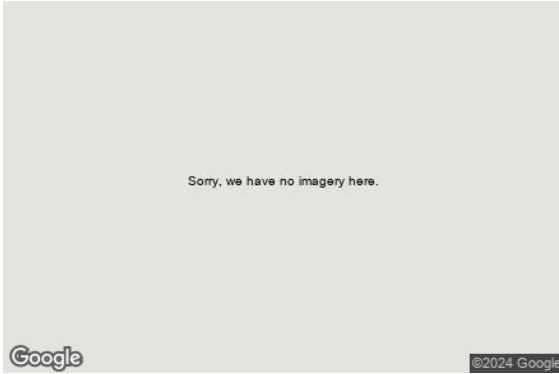
Declared Value \$ 35589

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District	KAMLOOPS
Land Title Office	KAMLOOPS
Title Number	CA1907342
From Title Number	KJ74266
Application Received	2011-02-18
Application Entered	2011-02-28
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	HENRY BRAUN, BUSINESSMAN VELMA BRAUN, HOMEMAKER PO BOX 2372 ABBOTSFORD, BC V2T 4X3 AS JOINT TENANTS
Taxation Authority	Kamloops Assessment Area
Description of Land	
Parcel Identifier:	014-161-184
Legal Description:	LEGAL SUBDIVISION 12 OF SECTION 31 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
Legal Notations	
	THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT, SEE AGRICULTURAL LAND RESERVE PLAN NO. M11379
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12114.105



Total value **\$2,415** ^[1]

2024 assessment as of July 1, 2023

Land	\$2,415
Buildings	\$0

Previous year value

Land	\$2,415
Buildings	\$0

Property information

Year built

Description **Beef (Vacant)**

Bedrooms

Baths

Carports

Garages

Land size **40.1 Acres**

First floor area

Second floor area

Basement finish area

Strata area

Building storeys

Gross leasable area

Net leasable area

No.of apartment units

Legal description and parcel ID

LEGAL SUBDIVISION 12, SECTION 31, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT

PID: 014-161-184

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width

Length

Total area

TITLE SEARCH PRINT

2023-09-12, 10:24:03

File Reference: Braun

Requestor: Sadie Gilfillan

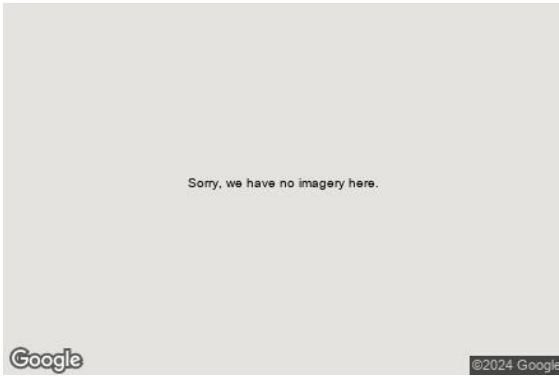
Declared Value \$ 51969

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District	KAMLOOPS
Land Title Office	KAMLOOPS
Title Number	CA1907343
From Title Number	KJ74267
Application Received	2011-02-18
Application Entered	2011-02-28
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	HENRY BRAUN, BUSINESSMAN VELMA BRAUN, HOMEMAKER PO BOX 2372 ABBOTSFORD, BC V2T 4X3 AS JOINT TENANTS
Taxation Authority	Kamloops Assessment Area
Description of Land	
Parcel Identifier:	014-161-231
Legal Description:	LEGAL SUBDIVISION 13 OF SECTION 31 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
Legal Notations	
	THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT, SEE AGRICULTURAL LAND RESERVE PLAN NO. M11379
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12114.110



Total value **\$3,525** ^[1]

2024 assessment as of July 1, 2023

Land \$3,525

Buildings \$0

Previous year value \$3,525

Land \$3,525

Buildings \$0

Property information

Year built

Description Beef (Vacant)

Bedrooms

Baths

Carports

Garages

Land size 40.1 Acres

First floor area

Second floor area

Basement finish area

Strata area

Building storeys

Gross leasable area

Net leasable area

No. of apartment units

Legal description and parcel ID

LEGAL SUBDIVISION 13, SECTION 31, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT

PID: 014-161-231

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width

Length

Total area

TITLE SEARCH PRINT

2023-09-12, 10:24:03

File Reference: Braun

Requestor: Sadie Gilfillan

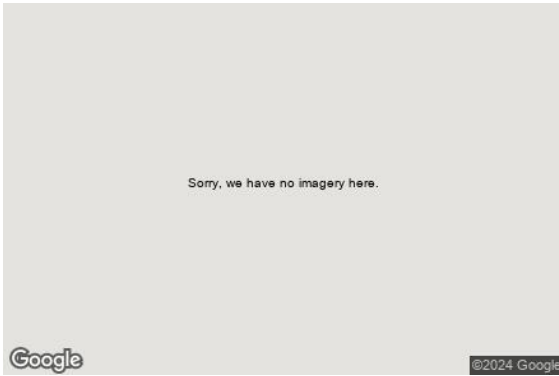
Declared Value \$ 25644

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District	KAMLOOPS
Land Title Office	KAMLOOPS
Title Number	CA1907344
From Title Number	KJ74268
Application Received	2011-02-18
Application Entered	2011-02-28
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	HENRY BRAUN, BUSINESSMAN VELMA BRAUN, HOMEMAKER PO BOX 2372 ABBOTSFORD, BC V2T 4X3 AS JOINT TENANTS
Taxation Authority	Kamloops Assessment Area
Description of Land	
Parcel Identifier:	014-161-249
Legal Description:	LEGAL SUBDIVISION 4 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT EXCEPT THE EASTERLY 5 CHAINS THEREOF
Legal Notations	
	THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT, SEE AGRICULTURAL LAND RESERVE PLAN NO. M11379
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12131.065



Total value **\$1,740** ^[1]

2024 assessment as of July 1, 2023

Land	\$1,740
Buildings	\$0

Previous year value

Land	\$1,740
Buildings	\$0

Property information

Year built

Description **Beef (Vacant)**

Bedrooms

Baths

Carports

Garages

Land size **30 Acres**

First floor area

Second floor area

Basement finish area

Strata area

Building storeys

Gross leasable area

Net leasable area

No. of apartment units

Legal description and parcel ID

LEGAL SUBDIVISION 4, SECTION 6, TOWNSHIP 20, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT, EXC E 5 CHAINS

PID: 014-161-249

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width

Length

Total area

TITLE SEARCH PRINT

2023-09-12, 10:24:04

File Reference: Braun

Requestor: Sadie Gilfillan

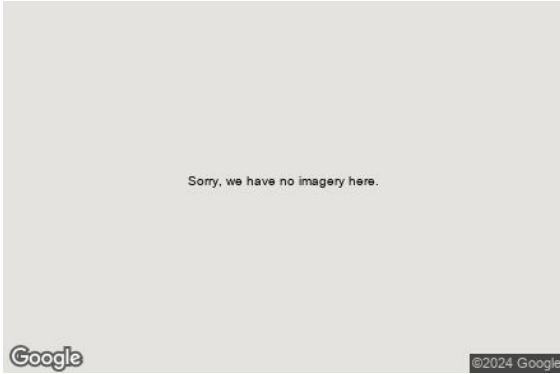
Declared Value \$ 44365

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District	KAMLOOPS
Land Title Office	KAMLOOPS
Title Number	CA1907345
From Title Number	KJ74269
Application Received	2011-02-18
Application Entered	2011-02-28
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	HENRY BRAUN, BUSINESSMAN VELMA BRAUN, HOMEMAKER PO BOX 2372 ABBOTSFORD, BC V2T 4X3 AS JOINT TENANTS
Taxation Authority	Kamloops Assessment Area
Description of Land	
Parcel Identifier:	014-161-257
Legal Description:	LEGAL SUBDIVISION 5 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT EXCEPT THE EASTERLY 5 CHAINS THEREOF
Legal Notations	
	THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT, SEE AGRICULTURAL LAND RESERVE PLAN NO. M11379
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12131.070



Total value **\$3,010** ^[1]

2024 assessment as of July 1, 2023

Land \$3,010

Buildings \$0

Previous year value \$3,010

Land \$3,010

Buildings \$0

Property information

Year built

Description Beef (Vacant)

Bedrooms

Baths

Carports

Garages

Land size 30 Acres

First floor area

Second floor area

Basement finish area

Strata area

Building storeys

Gross leasable area

Net leasable area

No. of apartment units

Legal description and parcel ID

LEGAL SUBDIVISION 5, SECTION 6, TOWNSHIP 20, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT, EXC E 5 CHAINS

PID: 014-161-257

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width

Length

Total area

TITLE SEARCH PRINT

2023-09-12, 10:24:03

File Reference: Braun

Requestor: Sadie Gilfillan

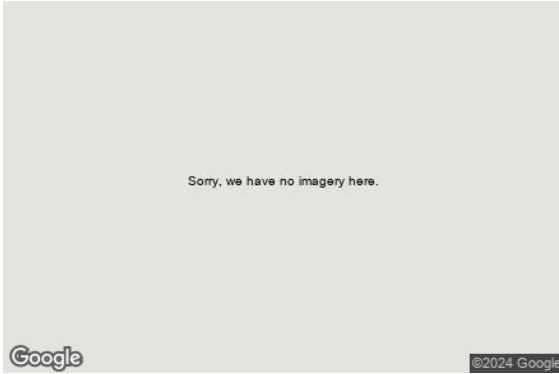
Declared Value \$ 181355

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District	KAMLOOPS
Land Title Office	KAMLOOPS
Title Number	CA1907346
From Title Number	KJ74270
Application Received	2011-02-18
Application Entered	2011-02-28
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	HENRY BRAUN, BUSINESSMAN VELMA BRAUN, HOMEMAKER PO BOX 2372 ABBOTSFORD, BC V2T 4X3 AS JOINT TENANTS
Taxation Authority	Kamloops Assessment Area
Description of Land	
Parcel Identifier:	014-161-265
Legal Description:	LEGAL SUBDIVISION 14 OF SECTION 31 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
Legal Notations	
	THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT, SEE AGRICULTURAL LAND RESERVE PLAN NO. M11379
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12114.115



Total value **\$12,300** ^[1]

2024 assessment as of July 1, 2023

Land	\$12,300
Buildings	\$0

Previous year value	\$12,300
Land	\$12,300
Buildings	\$0

Property information

Year built

Description **Beef (Vacant)**

Bedrooms

Baths

Carports

Garages

Land size **40.1 Acres**

First floor area

Second floor area

Basement finish area

Strata area

Building storeys

Gross leasable area

Net leasable area

No.of apartment units

Legal description and parcel ID

LEGAL SUBDIVISION 14, SECTION 31, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT

PID: 014-161-265

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width

Length

Total area

TITLE SEARCH PRINT

2023-09-12, 10:24:05

File Reference: Braun

Requestor: Sadie Gilfillan

Declared Value \$ 58403

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number CA1907347
From Title Number KJ74271

Application Received 2011-02-18

Application Entered 2011-02-28

Registered Owner in Fee Simple
Registered Owner/Mailing Address: HENRY BRAUN, BUSINESSMAN
VELMA BRAUN, HOMEMAKER
PO BOX 2372
ABBOTSFORD, BC
V2T 4X3
AS JOINT TENANTS

Taxation Authority Kamloops Assessment Area

Description of Land
Parcel Identifier: 014-161-273
Legal Description:
THAT PART OF LEGAL SUBDIVISION 15 OF SECTION 31 LYING WEST OF THE WESTERN
LIMIT OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 19 RANGE
26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

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

Charges, Liens and Interests
Nature: STATUTORY RIGHT OF WAY
Registration Number: KN50186
Registration Date and Time: 1999-06-09 11:32
Registered Owner: BC TEL
Remarks: INTER ALIA

TITLE SEARCH PRINT

2023-09-12, 10:24:05
Requestor: Sadie Gilfillan

File Reference: Braun
Declared Value \$ 58403

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	KN50187
Registration Date and Time:	1999-06-09 11:32
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA SEE KN50186

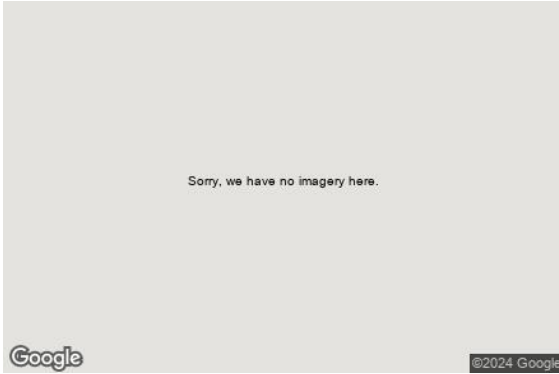
Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12114.125



Total value **\$3,960** ^[1]

2024 assessment as of July 1, 2023

Land \$3,960

Buildings \$0

Previous year value \$3,960

Land \$3,960

Buildings \$0

Property information

Year built

Description Beef (Vacant)

Bedrooms

Baths

Carports

Garages

Land size 7.925 Acres

First floor area

Second floor area

Basement finish area

Strata area

Building storeys

Gross leasable area

Net leasable area

No.of apartment units

Legal description and parcel ID

LEGAL SUBDIVISION 15, SECTION 31, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT, PT LYING W OF DL 1072

PID: 014-161-273

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width

Length

Total area

TITLE SEARCH PRINT

2023-09-12, 10:24:03

File Reference: Braun

Requestor: Sadie Gilfillan

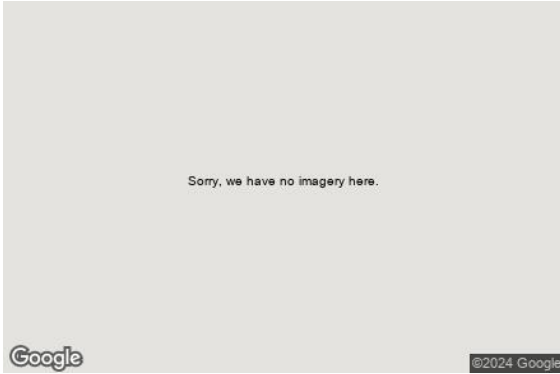
Declared Value \$ 277059

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District	KAMLOOPS
Land Title Office	KAMLOOPS
Title Number	CA1907348
From Title Number	KJ74272
Application Received	2011-02-18
Application Entered	2011-02-28
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	HENRY BRAUN, BUSINESSMAN VELMA BRAUN, HOMEMAKER PO BOX 2372 ABBOTSFORD, BC V2T 4X3 AS JOINT TENANTS
Taxation Authority	Kamloops Assessment Area
Description of Land	
Parcel Identifier:	014-162-008
Legal Description:	LEGAL SUBDIVISION 3 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
Legal Notations	
	THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT, SEE AGRICULTURAL LAND RESERVE PLAN NO. M11379
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12131.060



Total value **\$18,750** ^[1]

2024 assessment as of July 1, 2023

Land	\$18,750
Buildings	\$0

Previous year value	\$18,750
Land	\$18,750
Buildings	\$0

Property information

Year built

Description **Beef (Vacant)**

Bedrooms

Baths

Carports

Garages

Land size **40 Acres**

First floor area

Second floor area

Basement finish area

Strata area

Building storeys

Gross leasable area

Net leasable area

No. of apartment units

Legal description and parcel ID

LEGAL SUBDIVISION 3, SECTION 6, TOWNSHIP 20, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT

PID: 014-162-008

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width

Length

Total area

TITLE SEARCH PRINT

2023-09-12, 10:24:03

File Reference: Braun

Requestor: Sadie Gilfillan

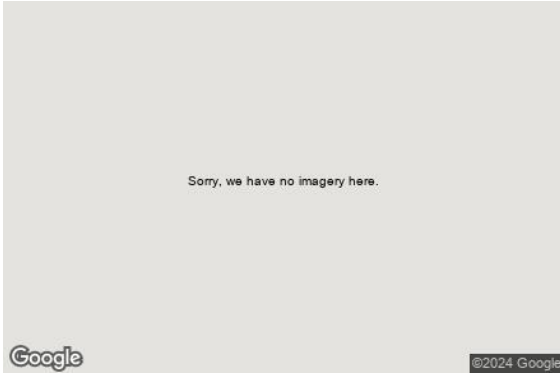
Declared Value \$ 112223

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District	KAMLOOPS
Land Title Office	KAMLOOPS
Title Number	CA1907349
From Title Number	KJ74273
Application Received	2011-02-18
Application Entered	2011-02-28
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	HENRY BRAUN, BUSINESSMAN VELMA BRAUN, HOMEMAKER PO BOX 2372 ABBOTSFORD, BC V2T 4X3 AS JOINT TENANTS
Taxation Authority	Kamloops Assessment Area
Description of Land	
Parcel Identifier:	014-162-016
Legal Description:	LEGAL SUBDIVISION 6 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
Legal Notations	
	THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT, SEE AGRICULTURAL LAND RESERVE PLAN NO. M11379
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12131.075



Total value **\$7,609** ^[1]

2024 assessment as of July 1, 2023

Land	\$7,609
Buildings	\$0

Previous year value

Land	\$7,609
Buildings	\$0

Property information

Year built

Description **Beef (Vacant)**

Bedrooms

Baths

Carports

Garages

Land size **40 Acres**

First floor area

Second floor area

Basement finish area

Strata area

Building storeys

Gross leasable area

Net leasable area

No.of apartment units

Legal description and parcel ID

LEGAL SUBDIVISION 6, SECTION 6, TOWNSHIP 20, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT

PID: 014-162-016

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width

Length

Total area

TITLE SEARCH PRINT

2023-09-12, 10:24:04

File Reference: Braun

Requestor: Sadie Gilfillan

Declared Value \$ 63477

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number CA1907350
From Title Number KJ74274

Application Received 2011-02-18

Application Entered 2011-02-28

Registered Owner in Fee Simple
Registered Owner/Mailing Address: HENRY BRAUN, BUSINESSMAN
VELMA BRAUN, HOMEMAKER
PO BOX 2372
ABBOTSFORD, BC
V2T 4X3
AS JOINT TENANTS

Taxation Authority Kamloops Assessment Area

Description of Land
Parcel Identifier: 014-162-024
Legal Description:
THAT PART OF LEGAL SUBDIVISION 2 OF SECTION 6 LYING WEST OF THE WESTERN LIMIT
OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 20 RANGE 26
WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

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

Charges, Liens and Interests
Nature: STATUTORY RIGHT OF WAY
Registration Number: KN50186
Registration Date and Time: 1999-06-09 11:32
Registered Owner: BC TEL
Remarks: INTER ALIA

TITLE SEARCH PRINT

2023-09-12, 10:24:04

File Reference: Braun

Requestor: Sadie Gilfillan

Declared Value \$ 63477

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	KN50187
Registration Date and Time:	1999-06-09 11:32
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA SEE KN50186

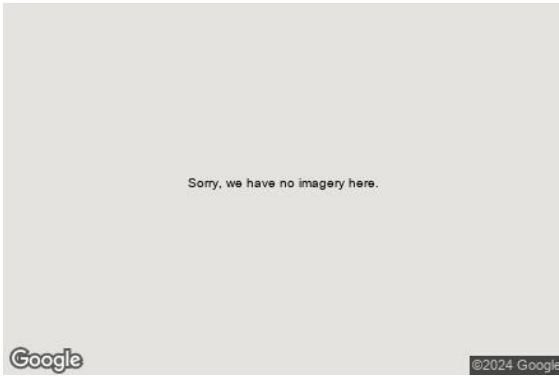
Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12131.055



Total value **\$4,308** ^[1]

2024 assessment as of July 1, 2023

Land	\$4,308
Buildings	\$0

Previous year value

Land	\$4,308
Buildings	\$0

Property information

Year built

Description **Beef (Vacant)**

Bedrooms

Baths

Carports

Garages

Land size **8.097 Acres**

First floor area

Second floor area

Basement finish area

Strata area

Building storeys

Gross leasable area

Net leasable area

No.of apartment units

Legal description and parcel ID

LEGAL SUBDIVISION 2, SECTION 6, TOWNSHIP 20, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT, PT LYING W OF DL 1072

PID: 014-162-024

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width

Length

Total area

TITLE SEARCH PRINT

2023-09-12, 10:24:04

File Reference: Braun

Requestor: Sadie Gilfillan

Declared Value \$ 72056

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number CA1907351
From Title Number KJ74275

Application Received 2011-02-18

Application Entered 2011-02-28

Registered Owner in Fee Simple
Registered Owner/Mailing Address: HENRY BRAUN, BUSINESSMAN
VELMA BRAUN, HOMEMAKER
PO BOX 2372
ABBOTSFORD, BC
V2T 4X3
AS JOINT TENANTS

Taxation Authority Kamloops Assessment Area

Description of Land
Parcel Identifier: 014-162-032
Legal Description:
THAT PART OF LEGAL SUBDIVISION 7 OF SECTION 6 LYING WEST OF THE WESTERN LIMIT
OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 20 RANGE 26
WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

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

Charges, Liens and Interests
Nature: STATUTORY RIGHT OF WAY
Registration Number: KN50186
Registration Date and Time: 1999-06-09 11:32
Registered Owner: BC TEL
Remarks: INTER ALIA

TITLE SEARCH PRINT

2023-09-12, 10:24:04
Requestor: Sadie Gilfillan

File Reference: Braun
Declared Value \$ 72056

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	KN50187
Registration Date and Time:	1999-06-09 11:32
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA SEE KN50186

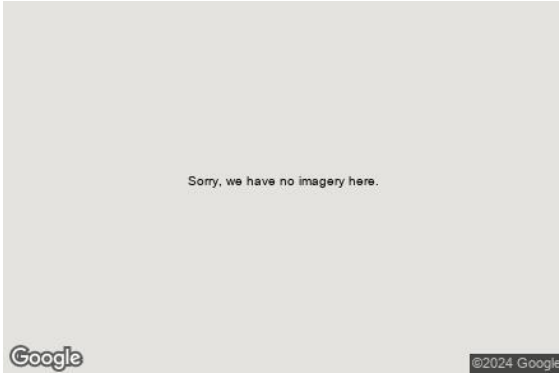
Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12131.080



Total value **\$4,888** ^[1]

2024 assessment as of July 1, 2023

Land	\$4,888
Buildings	\$0

Previous year value	\$4,888
Land	\$4,888
Buildings	\$0

Property information

Year built

Description **Beef (Vacant)**

Bedrooms

Baths

Carports

Garages

Land size **7.7 Acres**

First floor area

Second floor area

Basement finish area

Strata area

Building storeys

Gross leasable area

Net leasable area

No. of apartment units

Legal description and parcel ID

LEGAL SUBDIVISION 7, SECTION 6, TOWNSHIP 20, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT, PT LYING W OF DL 1072

PID: 014-162-032

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width

Length

Total area

TITLE SEARCH PRINT

2023-09-12, 10:24:04

File Reference: Braun

Requestor: Sadie Gilfillan

Declared Value \$ 27597

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District

KAMLOOPS

Land Title Office

KAMLOOPS

Title Number

CA1907352

From Title Number

KJ74276

Application Received

2011-02-18

Application Entered

2011-02-28

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

HENRY BRAUN, BUSINESSMAN

VELMA BRAUN, HOMEMAKER

PO BOX 2372

ABBOTSFORD, BC

V2T 4X3

AS JOINT TENANTS

Taxation Authority

Kamloops Assessment Area

Description of Land

Parcel Identifier:

014-162-067

Legal Description:

THE EASTERLY 5 CHAINS OF LEGAL SUBDIVISION 4 OF SECTION 6 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

Legal Notations

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

Charges, Liens and Interests

NONE

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

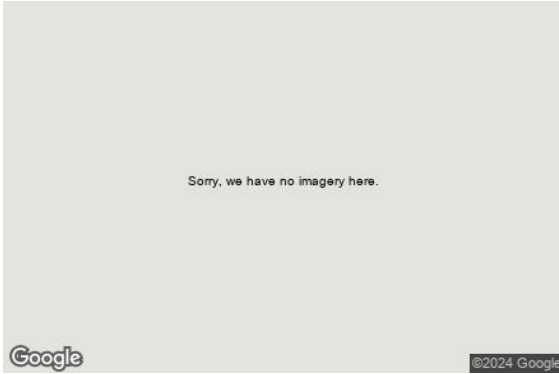
NONE

Pending Applications

NONE

CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12131.067



Total value **\$1,875** ^[1]

2024 assessment as of July 1, 2023

Land	\$1,875
Buildings	\$0

Previous year value

Land	\$1,875
Buildings	\$0

Property information

Year built

Description **Beef (Vacant)**

Bedrooms

Baths

Carports

Garages

Land size **10 Acres**

First floor area

Second floor area

Basement finish area

Strata area

Building storeys

Gross leasable area

Net leasable area

No. of apartment units

Legal description and parcel ID

LEGAL SUBDIVISION 4, SECTION 6, TOWNSHIP 20, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT, E 5 CHAINS

PID: 014-162-067

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width

Length

Total area

TITLE SEARCH PRINT

2023-09-12, 10:24:04

File Reference: Braun

Requestor: Sadie Gilfillan

Declared Value \$ 7317

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District

KAMLOOPS

Land Title Office

KAMLOOPS

Title Number

CA1907353

From Title Number

KJ74277

Application Received

2011-02-18

Application Entered

2011-02-28

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

HENRY BRAUN, BUSINESSMAN
VELMA BRAUN, HOMEMAKER
PO BOX 2372
ABBOTSFORD, BC
V2T 4X3
AS JOINT TENANTS

Taxation Authority

Kamloops Assessment Area

Description of Land

Parcel Identifier:

014-162-075

Legal Description:

THE EASTERLY 5 CHAINS OF LEGAL SUBDIVISION 5 OF SECTION 6 TOWNSHIP 20 RANGE
26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

Legal Notations

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

Charges, Liens and Interests

NONE

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

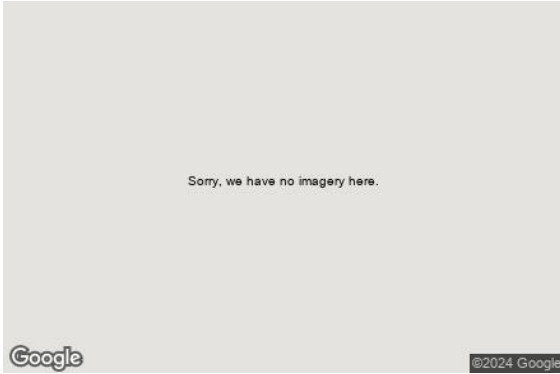
NONE

Pending Applications

NONE

CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12131.072



Total value **\$500** ^[1]

2024 assessment as of July 1, 2023

Land	\$500
Buildings	\$0

Previous year value	\$500
Land	\$500
Buildings	\$0

Property information

Year built

Description **Beef (Vacant)**

Bedrooms

Baths

Carports

Garages

Land size **10 Acres**

First floor area

Second floor area

Basement finish area

Strata area

Building storeys

Gross leasable area

Net leasable area

No. of apartment units

Legal description and parcel ID

LEGAL SUBDIVISION 5, SECTION 6, TOWNSHIP 20, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT, E 5 CHAINS

PID: 014-162-075

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width

Length

Total area

TITLE SEARCH PRINT

2023-09-12, 10:24:05

File Reference: Braun

Requestor: Sadie Gilfillan

Declared Value \$ 17944

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number CA1907354
From Title Number KJ74278

Application Received 2011-02-18

Application Entered 2011-02-28

Registered Owner in Fee Simple
Registered Owner/Mailing Address: HENRY BRAUN, BUSINESSMAN
VELMA BRAUN, HOMEMAKER
PO BOX 2372
ABBOTSFORD, BC
V2T 4X3
AS JOINT TENANTS

Taxation Authority Kamloops Assessment Area

Description of Land
Parcel Identifier: 014-162-105
Legal Description:
THAT PART OF LEGAL SUBDIVISION 10 OF SECTION 6 NOT CONTAINED WITHIN THE
LIMITS OF DISTRICT LOT 1072 KAMLOOPS DIVISION YALE DISTRICT; TOWNSHIP 20
RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

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

Charges, Liens and Interests
Nature: STATUTORY RIGHT OF WAY
Registration Number: KN50186
Registration Date and Time: 1999-06-09 11:32
Registered Owner: BC TEL
Remarks: INTER ALIA

TITLE SEARCH PRINT

2023-09-12, 10:24:05
Requestor: Sadie Gilfillan

File Reference: Braun
Declared Value \$ 17944

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	KN50187
Registration Date and Time:	1999-06-09 11:32
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA SEE KN50186

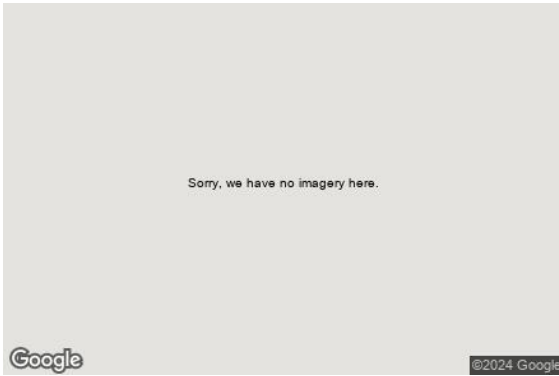
Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12131.095



Total value **\$1,220** ^[1]

2024 assessment as of July 1, 2023

Land	\$1,220
Buildings	\$0

Previous year value

Land	\$1,220
Buildings	\$0

Property information

Year built

Description **Beef (Vacant)**

Bedrooms

Baths

Carports

Garages

Land size **9.4 Acres**

First floor area

Second floor area

Basement finish area

Strata area

Building storeys

Gross leasable area

Net leasable area

No. of apartment units

Legal description and parcel ID

LEGAL SUBDIVISION 10, SECTION 6, TOWNSHIP 20, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT, PT O/S DL 1072

PID: 014-162-105

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width

Length

Total area

TITLE SEARCH PRINT

2023-09-12, 09:24:49

File Reference: clh/gk

Requestor: Sadie Gilfillan

Declared Value \$ 350000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number LB203625
From Title Number KX15409

Application Received 2008-05-29

Application Entered 2008-06-05

Registered Owner in Fee Simple
Registered Owner/Mailing Address: HAT CREEK LAND & CATTLE COMPANY LTD., INC.NO. 816913
106-2480 MT. LEHMAN ROAD
ABBOTSFORD, BC
V4X 2N3

Taxation Authority Kamloops Assessment Area

Description of Land
Parcel Identifier: 010-367-284
Legal Description:
THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 26
WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

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

Charges, Liens and Interests
Nature: STATUTORY RIGHT OF WAY
Registration Number: KR25491
Registration Date and Time: 2001-03-23 11:42
Registered Owner: NORBORD INC
Transfer Number: CA4554842
Remarks: INTER ALIA
MODIFIED BY KR100408

TITLE SEARCH PRINT

2023-09-12, 09:24:49
Requestor: Sadie Gilfillan

File Reference: clh/gk
Declared Value \$ 350000

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100408
Registration Date and Time: 2001-10-25 13:29
Remarks: INTER ALIA
MODIFICATION OF KR25491

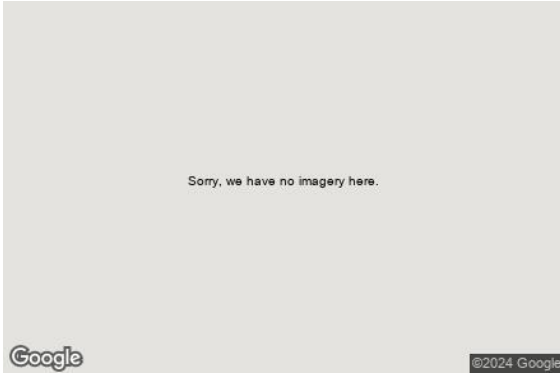
Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100410
Registration Date and Time: 2001-10-25 13:30
Registered Owner: WEST FRASER MILLS LTD.
INCORPORATION NO. BC0712789
Transfer Number: LA96458
Remarks: INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

Ashcroft Rural - 12086.000
 Area-Jurisdiction-Roll: 23-730-12086.000



Total value **\$420,128** ^[1]

2024 assessment as of July 1, 2023

Land	\$28,828
Buildings	\$391,300

Previous year value \$407,928

Land	\$28,828
Buildings	\$379,100

Property information

Year built	1977
Description	1.5 STY house - Standard
Bedrooms	5
Baths	4
Carports	
Garages	
Land size	80 Acres
First floor area	1,209
Second floor area	605
Basement finish area	950
Strata area	
Building storeys	2
Cross leasable area	
Net leasable area	
No.of apartment units	

Legal description and parcel ID

PART W1/2 OF NW1/4, SECTION 20, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT
 PID: 010-367-284

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width
 Length
 Total area

TITLE SEARCH PRINT

2023-09-12, 09:24:49

File Reference: clh/gk

Requestor: Sadie Gilfillan

Declared Value \$ 350000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number LB203619
From Title Number KX15411

Application Received 2008-05-29

Application Entered 2008-06-05

Registered Owner in Fee Simple
Registered Owner/Mailing Address: HAT CREEK LAND & CATTLE COMPANY LTD., INC.NO. 816913
106-2480 MT. LEHMAN ROAD
ABBOTSFORD, BC
V4X 2N3

Taxation Authority Kamloops Assessment Area

Description of Land
Parcel Identifier: 010-367-314
Legal Description:
THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 29 TOWNSHIP 19 RANGE 26
WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

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

Charges, Liens and Interests
Nature: STATUTORY RIGHT OF WAY
Registration Number: KR25491
Registration Date and Time: 2001-03-23 11:42
Registered Owner: NORBORD INC
Transfer Number: CA4554842
Remarks: INTER ALIA
MODIFIED BY KR100408

TITLE SEARCH PRINT

2023-09-12, 09:24:49
Requestor: Sadie Gilfillan

File Reference: clh/gk
Declared Value \$ 350000

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100408
Registration Date and Time: 2001-10-25 13:29
Remarks: INTER ALIA
MODIFICATION OF KR25491

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100410
Registration Date and Time: 2001-10-25 13:30
Registered Owner: WEST FRASER MILLS LTD.
INCORPORATION NO. BC0712789
Transfer Number: LA96458
Remarks: INTER ALIA

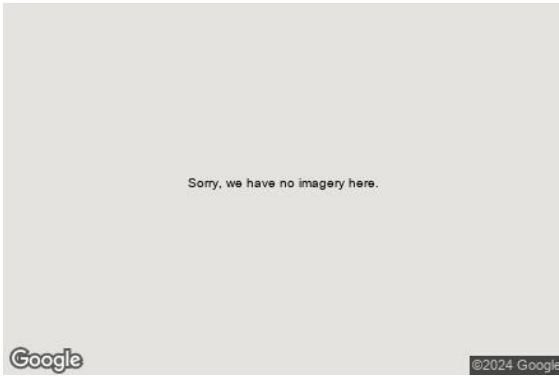
Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

3230 HAT CREEK RD CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12100.000



Total value **\$199,720** ^[1]

2024 assessment as of July 1, 2023

Land	\$23,720
Buildings	\$176,000

Previous year value **\$192,620**

Land	\$23,720
Buildings	\$168,900

Property information

Year built	1963
Description	1 STY house - Basic
Bedrooms	2
Baths	1
Carports	
Garages	
Land size	80 Acres
First floor area	957
Second floor area	
Basement finish area	622
Strata area	
Building storeys	1
Cross leasable area	
Net leasable area	
No.of apartment units	

Legal description and parcel ID

PART E1/2 OF SW1/4, SECTION 29, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT

PID: 010-367-314

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width
Length
Total area

TITLE SEARCH PRINT

2023-09-12, 09:24:48

File Reference: clh/gk

Requestor: Sadie Gilfillan

Declared Value \$ 200000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number LB203626
From Title Number KX15410

Application Received 2008-05-29

Application Entered 2008-06-05

Registered Owner in Fee Simple
Registered Owner/Mailing Address: HAT CREEK LAND & CATTLE COMPANY LTD., INC.NO. 816913
106-2480 MT. LEHMAN ROAD
ABBOTSFORD, BC
V4X 2N3

Taxation Authority Kamloops Assessment Area

Description of Land
Parcel Identifier: 010-367-381
Legal Description:
THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 29 TOWNSHIP 19 RANGE 26
WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

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

Charges, Liens and Interests
Nature: STATUTORY RIGHT OF WAY
Registration Number: KR25491
Registration Date and Time: 2001-03-23 11:42
Registered Owner: NORBORD INC
Transfer Number: CA4554842
Remarks: INTER ALIA
MODIFIED BY KR100408

TITLE SEARCH PRINT

2023-09-12, 09:24:48
Requestor: Sadie Gilfillan

File Reference: clh/gk
Declared Value \$ 200000

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100408
Registration Date and Time: 2001-10-25 13:29
Remarks: INTER ALIA
MODIFICATION OF KR25491

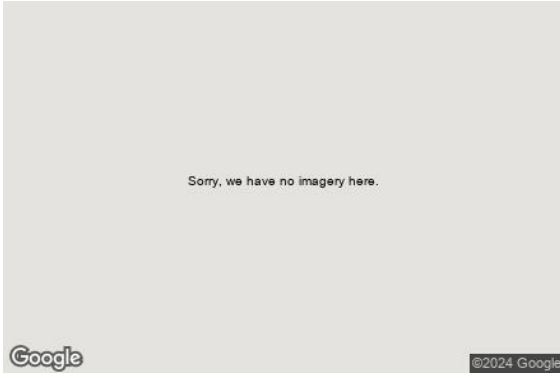
Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100410
Registration Date and Time: 2001-10-25 13:30
Registered Owner: WEST FRASER MILLS LTD.
INCORPORATION NO. BC0712789
Transfer Number: LA96458
Remarks: INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

Ashcroft Rural - 12098.000
 Area-Jurisdiction-Roll: 23-730-12098.000



Total value \$6,984 ^[1]

2024 assessment as of July 1, 2023

Land	\$6,984
Buildings	\$0

Previous year value

Land	\$6,984
Buildings	\$0

Property information

Year built	
Description	Beef (Vacant)
Bedrooms	
Baths	
Carports	
Garages	
Land size	80 Acres
First floor area	
Second floor area	
Basement finish area	
Strata area	
Building storeys	
Gross leasable area	
Net leasable area	
No. of apartment units	

Legal description and parcel ID

PART W1/2 OF SE1/4, SECTION 29, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT
 PID: 010-367-381

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width
 Length
 Total area

TITLE SEARCH PRINT

2023-09-12, 09:24:49

File Reference: clh/gk

Requestor: Sadie Gilfillan

Declared Value \$ 200000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number LB203627
From Title Number KX15412

Application Received 2008-05-29

Application Entered 2008-06-05

Registered Owner in Fee Simple
Registered Owner/Mailing Address: HAT CREEK LAND & CATTLE COMPANY LTD., INC.NO. 816913
106-2480 MT. LEHMAN ROAD
ABBOTSFORD, BC
V4X 2N3

Taxation Authority Kamloops Assessment Area

Description of Land
Parcel Identifier: 010-367-420
Legal Description:
THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 29 TOWNSHIP 19 RANGE 26
WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

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

Charges, Liens and Interests
Nature: STATUTORY RIGHT OF WAY
Registration Number: KR25491
Registration Date and Time: 2001-03-23 11:42
Registered Owner: NORBORD INC
Transfer Number: CA4554842
Remarks: INTER ALIA
MODIFIED BY KR100408

TITLE SEARCH PRINT

2023-09-12, 09:24:49
Requestor: Sadie Gilfillan

File Reference: clh/gk
Declared Value \$ 200000

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100408
Registration Date and Time: 2001-10-25 13:29
Remarks: INTER ALIA
MODIFICATION OF KR25491

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100410
Registration Date and Time: 2001-10-25 13:30
Registered Owner: WEST FRASER MILLS LTD.
INCORPORATION NO. BC0712789
Transfer Number: LA96458
Remarks: INTER ALIA

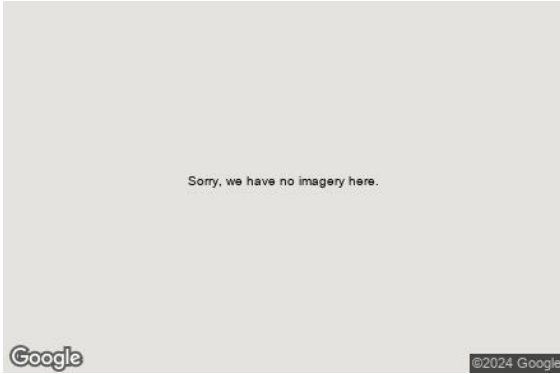
Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12102.000



Total value **\$39,780** ^[1]

2024 assessment as of July 1, 2023

Land	\$37,080
Buildings	\$2,700

Previous year value **\$39,780**

Land	\$37,080
Buildings	\$2,700

Property information

Year built	1963
Description	Shed & Outbldg
Bedrooms	
Baths	
Carpports	
Garages	
Land size	80 Acres
First floor area	
Second floor area	
Basement finish area	
Strata area	
Building storeys	
Gross leasable area	
Net leasable area	
No.of apartment units	

Legal description and parcel ID

PART W1/2 OF SW1/4, SECTION 29, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT

PID: 010-367-420

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width	
Length	
Total area	

TITLE SEARCH PRINT

2023-09-12, 09:24:50

File Reference: clh/gk

Requestor: Sadie Gilfillan

Declared Value \$ 275000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number LB203630
From Title Number KX15415

Application Received 2008-05-29

Application Entered 2008-06-05

Registered Owner in Fee Simple
Registered Owner/Mailing Address: HAT CREEK LAND & CATTLE COMPANY LTD., INC.NO. 816913
106-2480 MT. LEHMAN ROAD
ABBOTSFORD, BC
V4X 2N3

Taxation Authority Kamloops Assessment Area

Description of Land
Parcel Identifier: 010-367-497
Legal Description:
THE NORTH EAST 1/4 OF SECTION 30 TOWNSHIP 19 RANGE 26
WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

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

Charges, Liens and Interests
Nature: STATUTORY RIGHT OF WAY
Registration Number: KR25491
Registration Date and Time: 2001-03-23 11:42
Registered Owner: NORBORD INC
Transfer Number: CA4554842
Remarks: INTER ALIA
MODIFIED BY KR100408

TITLE SEARCH PRINT

2023-09-12, 09:24:50
Requestor: Sadie Gilfillan

File Reference: clh/gk
Declared Value \$ 275000

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100408
Registration Date and Time: 2001-10-25 13:29
Remarks: INTER ALIA
MODIFICATION OF KR25491

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100410
Registration Date and Time: 2001-10-25 13:30
Registered Owner: WEST FRASER MILLS LTD.
INCORPORATION NO. BC0712789
Transfer Number: LA96458
Remarks: INTER ALIA

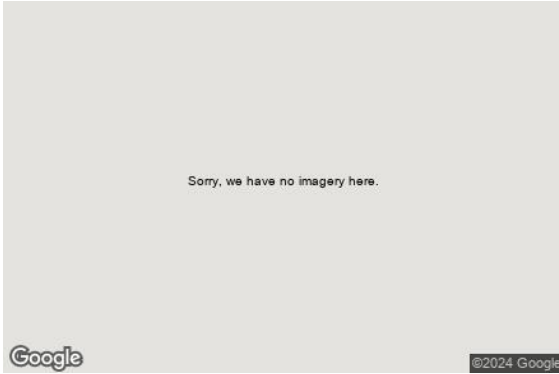
Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12110.000



Total value **\$11,230** ^[1]

2024 assessment as of July 1, 2023

Land	\$11,230
Buildings	\$0

Previous year value	\$11,230
Land	\$11,230
Buildings	\$0

Property information

Year built

Description **Beef (Vacant)**

Bedrooms

Baths

Carports

Garages

Land size **160 Acres**

First floor area

Second floor area

Basement finish area

Strata area

Building storeys

Gross leasable area

Net leasable area

No. of apartment units

Legal description and parcel ID

PART NE1/4, SECTION 30, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT

PID: 010-367-497

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width

Length

Total area

TITLE SEARCH PRINT

2023-09-12, 09:24:50

File Reference: clh/gk

Requestor: Sadie Gilfillan

Declared Value \$ 250000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number LB203621
From Title Number KX15405

Application Received 2008-05-29

Application Entered 2008-06-05

Registered Owner in Fee Simple
Registered Owner/Mailing Address: HAT CREEK LAND & CATTLE COMPANY LTD., INC.NO. 816913
106-2480 MT. LEHMAN ROAD
ABBOTSFORD, BC
V4X 2N3

Taxation Authority Kamloops Assessment Area

Description of Land
Parcel Identifier: 010-367-543
Legal Description:
THE NORTH EAST 1/4 OF SECTION 18 TOWNSHIP 19 RANGE 26
WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

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

Charges, Liens and Interests
Nature: STATUTORY RIGHT OF WAY
Registration Number: KR25491
Registration Date and Time: 2001-03-23 11:42
Registered Owner: NORBORD INC
Transfer Number: CA4554842
Remarks: INTER ALIA
MODIFIED BY KR100408

TITLE SEARCH PRINT

2023-09-12, 09:24:50
Requestor: Sadie Gilfillan

File Reference: clh/gk
Declared Value \$ 250000

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100408
Registration Date and Time: 2001-10-25 13:29
Remarks: INTER ALIA
MODIFICATION OF KR25491

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100410
Registration Date and Time: 2001-10-25 13:30
Registered Owner: WEST FRASER MILLS LTD.
INCORPORATION NO. BC0712789
Transfer Number: LA96458
Remarks: INTER ALIA

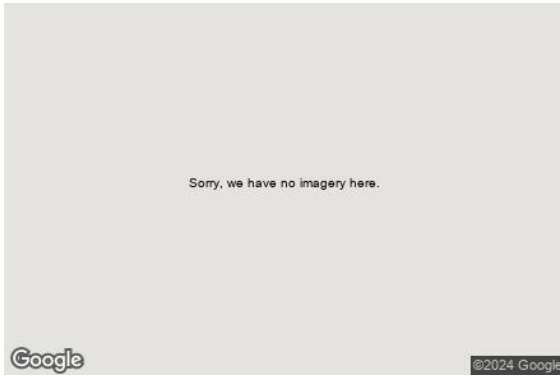
Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

Ashcroft Rural - 12074.000

Area-Jurisdiction-Roll: 23-730-12074.000



Total value **\$38,296** ^[1]

2024 assessment as of July 1, 2023

Land \$38,296

Buildings \$0

Previous year value \$38,296

Land \$38,296

Buildings \$0

Property information

Year built

Description Beef (Vacant)

Bedrooms

Baths

Carports

Garages

Land size 160 Acres

First floor area

Second floor area

Basement finish area

Strata area

Building storeys

Gross leasable area

Net leasable area

No. of apartment units

Legal description and parcel ID

PART NE1/4, SECTION 18, TOWNSHIP 19, RANGE 26,
MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT

PID: 010-367-543

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width

Length

Total area

TITLE SEARCH PRINT

2023-09-12, 09:24:49

File Reference: clh/gk

Requestor: Sadie Gilfillan

Declared Value \$ 350000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number LB203623
From Title Number KX15407

Application Received 2008-05-29

Application Entered 2008-06-05

Registered Owner in Fee Simple
Registered Owner/Mailing Address: HAT CREEK LAND & CATTLE COMPANY LTD., INC.NO. 816913
106-2480 MT. LEHMAN ROAD
ABBOTSFORD, BC
V4X 2N3

Taxation Authority Kamloops Assessment Area

Description of Land
Parcel Identifier: 014-646-048
Legal Description:
THE NORTH EAST 1/4 OF SECTION 19 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH
MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

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

Charges, Liens and Interests
Nature: STATUTORY RIGHT OF WAY
Registration Number: KR25491
Registration Date and Time: 2001-03-23 11:42
Registered Owner: NORBORD INC
Transfer Number: CA4554842
Remarks: INTER ALIA
MODIFIED BY KR100408

TITLE SEARCH PRINT

2023-09-12, 09:24:49
Requestor: Sadie Gilfillan

File Reference: clh/gk
Declared Value \$ 350000

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100408
Registration Date and Time: 2001-10-25 13:29
Remarks: INTER ALIA
MODIFICATION OF KR25491

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100410
Registration Date and Time: 2001-10-25 13:30
Registered Owner: WEST FRASER MILLS LTD.
INCORPORATION NO. BC0712789
Transfer Number: LA96458
Remarks: INTER ALIA

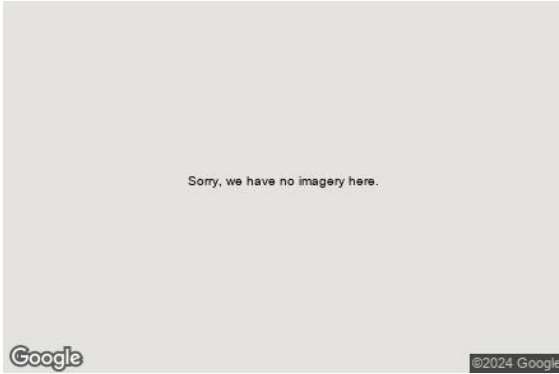
Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

3160 4697 RD CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12078.000



Total value **\$43,400** ^[1]

2024 assessment as of July 1, 2023

Land	\$43,400
Buildings	\$0

Previous year value	\$43,400
Land	\$43,400
Buildings	\$0

Property information

Year built

Description **Beef (Vacant)**

Bedrooms

Baths

Carports

Garages

Land size **160 Acres**

First floor area

Second floor area

Basement finish area

Strata area

Building storeys

Gross leasable area

Net leasable area

No. of apartment units

Legal description and parcel ID

PART NE1/4, SECTION 19, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT

PID: 014-646-048

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width

Length

Total area

TITLE SEARCH PRINT

2023-09-12, 09:24:51

File Reference: clh/gk

Requestor: Sadie Gilfillan

Declared Value \$ 250000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number LB203620
From Title Number KX15404

Application Received 2008-05-29

Application Entered 2008-06-05

Registered Owner in Fee Simple
Registered Owner/Mailing Address: HAT CREEK LAND & CATTLE COMPANY LTD., INC.NO. 816913
106-2480 MT. LEHMAN ROAD
ABBOTSFORD, BC
V4X 2N3

Taxation Authority Kamloops Assessment Area

Description of Land
Parcel Identifier: 014-646-064
Legal Description:
THE NORTH WEST 1/4 OF SECTION 17 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH
MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

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

Charges, Liens and Interests
Nature: STATUTORY RIGHT OF WAY
Registration Number: KR25491
Registration Date and Time: 2001-03-23 11:42
Registered Owner: NORBORD INC
Transfer Number: CA4554842
Remarks: INTER ALIA
MODIFIED BY KR100408

TITLE SEARCH PRINT

2023-09-12, 09:24:51
Requestor: Sadie Gilfillan

File Reference: clh/gk
Declared Value \$ 250000

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100408
Registration Date and Time: 2001-10-25 13:29
Remarks: INTER ALIA
MODIFICATION OF KR25491

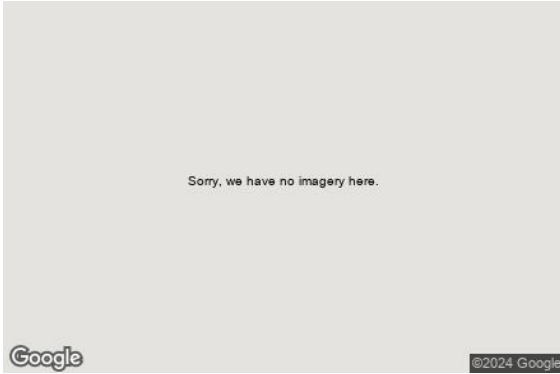
Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100410
Registration Date and Time: 2001-10-25 13:30
Registered Owner: WEST FRASER MILLS LTD.
INCORPORATION NO. BC0712789
Transfer Number: LA96458
Remarks: INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

Ashcroft Rural - 12070.000
 Area-Jurisdiction-Roll: 23-730-12070.000



Total value \$6,632 ^[1]

2024 assessment as of July 1, 2023

Land	\$6,632
Buildings	\$0

Previous year value

Land	\$6,632
Buildings	\$0

Property information

Year built	
Description	Beef (Vacant)
Bedrooms	
Baths	
Carports	
Garages	
Land size	160 Acres
First floor area	
Second floor area	
Basement finish area	
Strata area	
Building storeys	
Gross leasable area	
Net leasable area	
No. of apartment units	

Legal description and parcel ID

PART NW1/4, SECTION 17, TOWNSHIP 19, RANGE 26,
 MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT
 PID: 014-646-064

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width	
Length	
Total area	

TITLE SEARCH PRINT

2023-09-12, 09:24:51

File Reference: clh/gk

Requestor: Sadie Gilfillan

Declared Value \$ 300000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number LB203622
From Title Number KX15406

Application Received 2008-05-29

Application Entered 2008-06-05

Registered Owner in Fee Simple
Registered Owner/Mailing Address: HAT CREEK LAND & CATTLE COMPANY LTD., INC.NO. 816913
106-2480 MT. LEHMAN ROAD
ABBOTSFORD, BC
V4X 2N3

Taxation Authority Kamloops Assessment Area

Description of Land
Parcel Identifier: 014-646-072
Legal Description:
THE SOUTH EAST 1/4 OF SECTION 19 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH
MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

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

Charges, Liens and Interests
Nature: STATUTORY RIGHT OF WAY
Registration Number: KR25491
Registration Date and Time: 2001-03-23 11:42
Registered Owner: NORBORD INC
Transfer Number: CA4554842
Remarks: INTER ALIA
MODIFIED BY KR100408

TITLE SEARCH PRINT

2023-09-12, 09:24:51
Requestor: Sadie Gilfillan

File Reference: clh/gk
Declared Value \$ 300000

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100408
Registration Date and Time: 2001-10-25 13:29
Remarks: INTER ALIA
MODIFICATION OF KR25491

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100410
Registration Date and Time: 2001-10-25 13:30
Registered Owner: WEST FRASER MILLS LTD.
INCORPORATION NO. BC0712789
Transfer Number: LA96458
Remarks: INTER ALIA

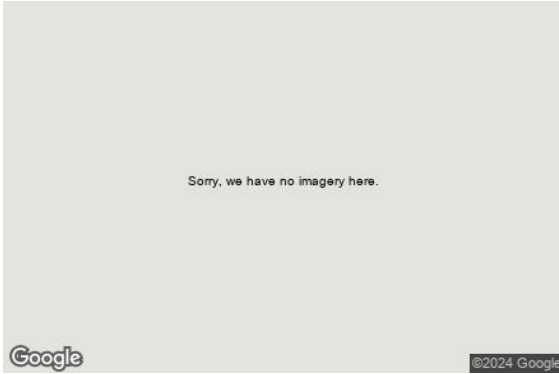
Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

Ashcroft Rural - 12076.000

Area-Jurisdiction-Roll: 23-730-12076.000



Total value **\$56,160** ^[1]

2024 assessment as of July 1, 2023

Land	\$56,160
Buildings	\$0

Previous year value	\$56,160
Land	\$56,160
Buildings	\$0

Property information

Year built

Description **Beef (Vacant)**

Bedrooms

Baths

Carports

Garages

Land size **160 Acres**

First floor area

Second floor area

Basement finish area

Strata area

Building storeys

Gross leasable area

Net leasable area

No. of apartment units

Legal description and parcel ID

PART SE1/4, SECTION 19, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT

PID: 014-646-072

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width

Length

Total area

TITLE SEARCH PRINT

2023-09-12, 09:24:51

File Reference: clh/gk

Requestor: Sadie Gilfillan

Declared Value \$ 300000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number LB203624
From Title Number KX15408

Application Received 2008-05-29

Application Entered 2008-06-05

Registered Owner in Fee Simple
Registered Owner/Mailing Address: HAT CREEK LAND & CATTLE COMPANY LTD., INC.NO. 816913
106-2480 MT. LEHMAN ROAD
ABBOTSFORD, BC
V4X 2N3

Taxation Authority Kamloops Assessment Area

Description of Land
Parcel Identifier: 014-646-099
Legal Description:
THE SOUTH WEST 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH
MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

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

Charges, Liens and Interests
Nature: STATUTORY RIGHT OF WAY
Registration Number: KR25491
Registration Date and Time: 2001-03-23 11:42
Registered Owner: NORBORD INC
Transfer Number: CA4554842
Remarks: INTER ALIA
MODIFIED BY KR100408

TITLE SEARCH PRINT

2023-09-12, 09:24:51
Requestor: Sadie Gilfillan

File Reference: clh/gk
Declared Value \$ 300000

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100408
Registration Date and Time: 2001-10-25 13:29
Remarks: INTER ALIA
MODIFICATION OF KR25491

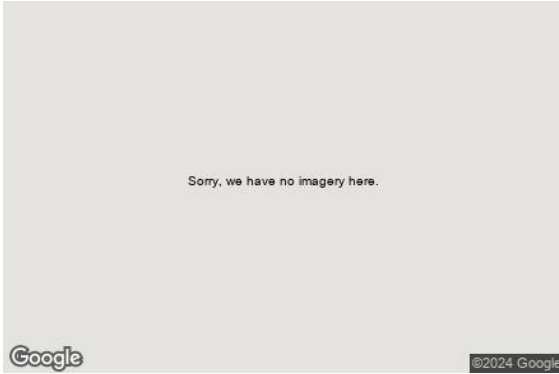
Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100410
Registration Date and Time: 2001-10-25 13:30
Registered Owner: WEST FRASER MILLS LTD.
INCORPORATION NO. BC0712789
Transfer Number: LA96458
Remarks: INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

Ashcroft Rural - 12082.000
 Area-Jurisdiction-Roll: 23-730-12082.000



Total value \$14,240 ^[1]

2024 assessment as of July 1, 2023

Land	\$14,240
Buildings	\$0

Previous year value	\$14,240
Land	\$14,240
Buildings	\$0

Property information

Year built	
Description	Beef (Vacant)
Bedrooms	
Baths	
Carports	
Garages	
Land size	160 Acres
First floor area	
Second floor area	
Basement finish area	
Strata area	
Building storeys	
Gross leasable area	
Net leasable area	
No. of apartment units	

Legal description and parcel ID

PART SW1/4, SECTION 20, TOWNSHIP 19, RANGE 26,
 MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT
 PID: 014-646-099

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width	
Length	
Total area	

TITLE SEARCH PRINT

2023-09-12, 09:24:50

File Reference: clh/gk

Requestor: Sadie Gilfillan

Declared Value \$ 275000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number LB203628
From Title Number KX15413

Application Received 2008-05-29

Application Entered 2008-06-05

Registered Owner in Fee Simple
Registered Owner/Mailing Address: HAT CREEK LAND & CATTLE COMPANY LTD., INC.NO. 816913
106-2480 MT. LEHMAN ROAD
ABBOTSFORD, BC
V4X 2N3

Taxation Authority Kamloops Assessment Area

Description of Land
Parcel Identifier: 014-646-102
Legal Description:
THE NORTH WEST 1/4 OF SECTION 29 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH
MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

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

Charges, Liens and Interests
Nature: STATUTORY RIGHT OF WAY
Registration Number: KN44676
Registration Date and Time: 1999-05-26 10:40
Registered Owner: BC TEL
INCORPORATION NO. 1801A

Nature: STATUTORY RIGHT OF WAY
Registration Number: KN44677
Registration Date and Time: 1999-05-26 10:40
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

TITLE SEARCH PRINT

2023-09-12, 09:24:50
Requestor: Sadie Gilfillan

File Reference: clh/gk
Declared Value \$ 275000

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR25491
Registration Date and Time: 2001-03-23 11:42
Registered Owner: NORBORD INC
Transfer Number: CA4554842
Remarks: INTER ALIA
MODIFIED BY KR100408

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100408
Registration Date and Time: 2001-10-25 13:29
Remarks: INTER ALIA
MODIFICATION OF KR25491

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100410
Registration Date and Time: 2001-10-25 13:30
Registered Owner: WEST FRASER MILLS LTD.
INCORPORATION NO. BC0712789
Transfer Number: LA96458
Remarks: INTER ALIA

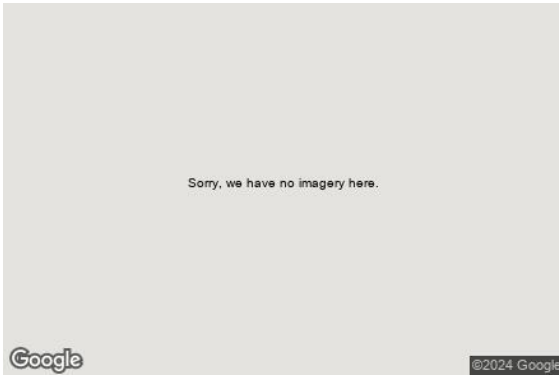
Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12106.000



Total value **\$16,000** ^[1]

2024 assessment as of July 1, 2023

Land \$11,500

Buildings \$4,500

Previous year value \$15,800

Land \$11,500

Buildings \$4,300

Property information

Year built 1928

Description Barn

Bedrooms

Baths

Carports

Garages

Land size 160 Acres

First floor area

Second floor area

Basement finish area

Strata area

Building storeys

Gross leasable area

Net leasable area

No. of apartment units

Legal description and parcel ID

PART NW1/4, SECTION 29, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT

PID: 014-646-102

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width

Length

Total area

TITLE SEARCH PRINT

2023-09-12, 09:24:49

File Reference: clh/gk

Requestor: Sadie Gilfillan

Declared Value \$ 600000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District

KAMLOOPS

Land Title Office

KAMLOOPS

Title Number

LB203629

From Title Number

KX15414

Application Received

2008-05-29

Application Entered

2008-06-05

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

HAT CREEK LAND & CATTLE COMPANY LTD., INC.NO. 816913
106-2480 MT. LEHMAN ROAD
ABBOTSFORD, BC
V4X 2N3

Taxation Authority

Kamloops Assessment Area

Description of Land

Parcel Identifier:

014-646-111

Legal Description:

THE SOUTH EAST 1/4 OF SECTION 30 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH
MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

Legal Notations

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

Charges, Liens and Interests

Nature:

UNDERSURFACE RIGHTS

Registration Number:

38755E

Registered Owner:

THE DIRECTOR OF SOLDIER SETTLEMENT

Remarks:

DD. 126751F OTHER THAN THOSE EXCEPTED BY THE
CROWN

TITLE SEARCH PRINT

2023-09-12, 09:24:49
Requestor: Sadie Gilfillan

File Reference: clh/gk
Declared Value \$ 600000

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR25491
Registration Date and Time: 2001-03-23 11:42
Registered Owner: NORBORD INC
Transfer Number: CA4554842
Remarks: INTER ALIA
MODIFIED BY KR100408

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100408
Registration Date and Time: 2001-10-25 13:29
Remarks: INTER ALIA
MODIFICATION OF KR25491

Nature: STATUTORY RIGHT OF WAY
Registration Number: KR100410
Registration Date and Time: 2001-10-25 13:30
Registered Owner: WEST FRASER MILLS LTD.
INCORPORATION NO. BC0712789
Transfer Number: LA96458
Remarks: INTER ALIA

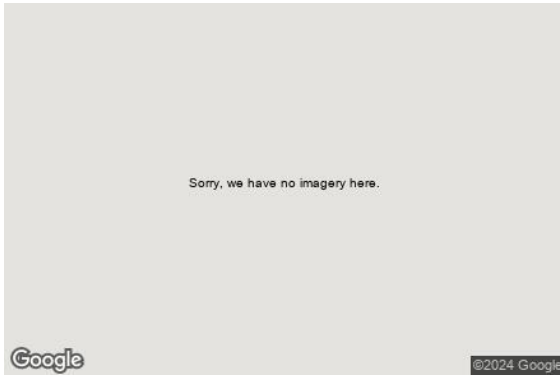
Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

3240 4697 RD CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12108.000



Total value **\$478,075** ^[1]

2024 assessment as of July 1, 2023

Land	\$42,675
Buildings	\$435,400

Previous year value \$461,175

Land	\$42,675
Buildings	\$418,500

Property information

Year built	1961
Description	1 STY house - Basic
Bedrooms	4
Baths	1
Carports	
Garages	
Land size	160 Acres
First floor area	1,064
Second floor area	
Basement finish area	692
Strata area	
Building storeys	1
Gross leasable area	
Net leasable area	
No. of apartment units	

Legal description and parcel ID

PART SE1/4, SECTION 30, TOWNSHIP 19, RANGE 26,
MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT
PID: 014-646-111

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width
Length
Total area

Comments

Property has more than one structure; Property Details are for main building only

TITLE SEARCH PRINT

2023-09-12, 09:24:50

File Reference: clh/gk

Requestor: Sadie Gilfillan

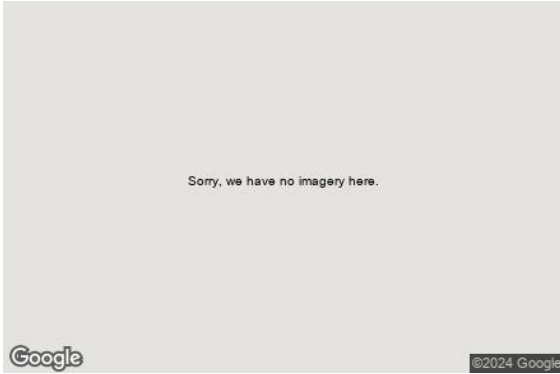
Declared Value \$850000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District	KAMLOOPS
Land Title Office	KAMLOOPS
Title Number	CA2733893
From Title Number	KK36353
Application Received	2012-08-24
Application Entered	2012-08-30
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	HAT CREEK LAND & CATTLE COMPANY LTD., INC.NO. BC0816913 106 - 2480 MT. LEHMAN ROAD ABBOTSFORD, BRITISH COLUMBIA V4X 2N3
Taxation Authority	Kamloops Assessment Area
Description of Land	
Parcel Identifier:	014-646-129
Legal Description:	THE SOUTH EAST 1/4 OF SECTION 31 TOWNSHIP 19 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT
Legal Notations	
	THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT, SEE AGRICULTURAL LAND RESERVE PLAN NO. M11379
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE

3550 HAT CREEK RD CACHE CREEK

Area-Jurisdiction-Roll: 23-730-12114.000



Total value **\$674,580** ^[1]

2024 assessment as of July 1, 2023

Land	\$68,180
Buildings	\$606,400

Previous year value \$663,280

Land	\$68,180
Buildings	\$595,100

Property information

Year built	1965
Description	1 STY house - Standard
Bedrooms	3
Baths	1
Carports	
Garages	
Land size	160 Acres
First floor area	1,489
Second floor area	
Basement finish area	351
Strata area	
Building storeys	1
Gross leasable area	
Net leasable area	
No. of apartment units	

Legal description and parcel ID

PART SE1/4, SECTION 31, TOWNSHIP 19, RANGE 26, MERIDIAN W6, KAMLOOPS DIV OF YALE LAND DISTRICT
 PID: 014-646-129

Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

Manufactured home

Width
 Length
 Total area

Comments

Property has more than one structure; Property Details are for main building only



Ministry of Water, Land and
Resource Stewardship
Water Management Branch

Account Inquiries: 1-877-855-3222

STATEMENT

April 29, 2024

Client No.: 115902
Please write your Client No. on your cheque or money order.

014988

HENRY BRAUN
PO BOX 2372 STN A
ABBOTSFORD BC V2T 4X3

2023 Balance Overdue	0.00
Outstanding since Jan.2024	0.00
New Charges after Apr 18, 2024	641.01
GST on New Charges	3.00
Unapplied Credits	0.00
Total Due	644.01
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

Account Activity - General Rentals:

Date	Reference	Description	Invoice/Receipt	Amount(\$)
Apr 19, 24	501893	WSA08 - Livestock & Animal - 9,130.00000 m3/year	WSI603333	50.00
			501893 Total	50.00

Date	Reference	Description	Invoice/Receipt	Amount(\$)
Apr 19, 24	C109968	03B - Irrigation: Private - 211,418.47200 m3/year	WSI603332	179.71
			C109968 Total	179.71

Date	Reference	Description	Invoice/Receipt	Amount(\$)
Apr 19, 24	C119408	01A - Domestic - 2.27305 m3/day	WSI603322	50.00
			C119408 Total	50.00

Date	Reference	Description	Invoice/Receipt	Amount(\$)
Apr 19, 24	F004577	03B - Irrigation: Private - 236,828.16000 m3/year	WSI603325	201.30
Apr 19, 24	F004577	06B - PCL/Permit - .41278 Ha	WSI603325	20.00
				1.00
			F004577 Total	222.30

Date	Reference	Description	Invoice/Receipt	Amount(\$)
Apr 19, 24	F008224	03B - Irrigation: Private - 43,171.80000 m3/year	WSI603328	50.00

Current Charges	< 1 Month Past Due	1 Month to < 3 Years Past Due	3 or More Years Past Due	Total Due
644.01	0.00	0.00	0.00	644.01

pd chq# 368 May 22/24

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

RECEIVED

STATEMENT

April 29, 2024

Client No.: 079035

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

002063

HAT CREEK LAND & CATTLE COMPANY
LTD.
106-2480 MT LEHMAN ROAD
ABBOTSFORD BC V2T 6W3

2023 Balance Overdue	0.00
Outstanding since Jan.2024	0.00
New Charges after Apr 18, 2024	1,595.37
GST on New Charges	8.00
Unapplied Credits	0.00
Total Due	1,603.37
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

Account Activity - General Rentals:

Date	Reference	Description	Invoice/Receipt	Amount(\$)
Apr 19, 24	501908	03B - Irrigation: Private - 126,850.00000 m3/year	WSI601093	107.82
501908 Total				107.82
Apr 19, 24	501909	WSA08 - Livestock & Animal - 9,130.00000 m3/year	WSI601094	50.00
501909 Total				50.00
Apr 19, 24	503175	04A - Land Improve: General - .00000 Total Flow	WSI601096	50.00
503175 Total				50.00
Apr 19, 24	503236	03B - Irrigation: Private - 112,247.00000 m3/year	WSI601097	95.41
Apr 19, 24	503236	06B - PCL/Permit - .1 Ha GST	WSI601097	20.00
503236 Total				116.41
Apr 19, 24	503237	03B - Irrigation: Private - 19,736.00000 m3/year	WSI601100	50.00

Current Charges	< 1 Month Past Due	1 Month to < 3 Years Past Due	3 or More Years Past Due	Total Due
1,603.37	0.00	0.00	0.00	1,603.37

DETACH HERE

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

Client Copy

Bank Copy



Ministry of Water, Land and
Resource Stewardship
Water Management Branch

Account Inquiries: 1-877-855-3222

PAYMENT REMITTANCE ADVICE

CLIENT NO.	079035	NEW CHARGES DUE DATE	Jun 21, 2024	TOTAL DUE	1,603.37
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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
- Online/telephone banking account number: 079035080120
- 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.

Amount
Paid

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



GASERVICE CODE 0376



STATEMENT

April 29, 2024

CLIENT NO. 079035

CLIENT NAME HAT CREEK LAND & CATTLE COMPANY LTD.

Date	Reference	Description	Invoice/Receipt	Amount(\$)
Apr 19, 24	503237	06B - PCL/Permit - .1 Ha GST	WSI601100	20.00 1.00
			503237 Total	71.00
Apr 19, 24	503238	03B - Irrigation: Private - 141,850.00000 m3/year	WSI601101	120.57
			503238 Total	120.57
Apr 19, 24	503367	03B - Irrigation: Private - 26,160.00000 m3/year	WSI601102	50.00
			503367 Total	50.00
Apr 19, 24	C025625	03B - Irrigation: Private - 74,008.80000 m3/year	WSI601086	62.91
			C025625 Total	62.91
Apr 19, 24	C025626	03B - Irrigation: Private - 160,352.40000 m3/year	WSI601090	136.30
Apr 19, 24	C025626	06B - PCL/Permit - .0688 Ha GST	WSI601090	20.00 1.00
			C025626 Total	157.30
Apr 19, 24	C025627	03B - Irrigation: Private - 148,017.60000 m3/year	WSI601092	125.82
Apr 19, 24	C025627	06B - PCL/Permit - .23472 Ha GST	WSI601092	20.00 1.00
			C025627 Total	146.82
Apr 19, 24	C025629	03B - Irrigation: Private - 160,352.40000 m3/year	WSI601083	136.30
			C025629 Total	136.30
Apr 19, 24	C048718	03B - Irrigation: Private - 55,259.90400 m3/year	WSI601082	50.00
			C048718 Total	50.00
Apr 19, 24	F003755	03B - Irrigation: Private - 48,105.72000 m3/year	WSI601074	50.00
Apr 19, 24	F003755	06B - PCL/Permit - .30351 Ha GST	WSI601074	20.00 1.00
			F003755 Total	71.00
Apr 19, 24	F005793	03B - Irrigation: Private - 35,154.18000 m3/year	WSI601076	50.00
Apr 19, 24	F005793	06B - PCL/Permit - .0607 Ha GST	WSI601076	20.00 1.00
			F005793 Total	71.00
Apr 19, 24	F007212	01A01 - Incidental - Domestic - 2.27305 m3/day	WSI601078	50.00
Apr 19, 24	F007212	03B - Irrigation: Private - 12,334.80000 m3/year	WSI601078	50.00
			F007212 Total	100.00
Apr 19, 24	F007247	03B - Irrigation: Private - 82,026.42000 m3/year	WSI601080	69.72
Apr 19, 24	F007247	06B - PCL/Permit - .41683 Ha GST	WSI601080	20.00 1.00



STATEMENT

April 29, 2024

CLIENT NO. 079035

CLIENT NAME HAT CREEK LAND & CATTLE COMPANY LTD.

Date	Reference	Description	Invoice/Receipt	Amount(\$)
			F007247 Total	90.72
Apr 19, 24	F007248	03B - Irrigation: Private - 38,237.88000 m3/year	WSI601081	50.00
Apr 19, 24	F007248	06B - PCL/Permit - .09308 Ha GST	WSI601081	20.00
				1.00
			F007248 Total	71.00
Apr 19, 24	F009965	03B - Irrigation: Private - 94,731.26400 m3/year	WSI601073	80.52
			F009965 Total	80.52
			Account Activity - General Rentals:	1,603.37
			Unapplied Credits	0.00
			Total Due	1,603.37

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

Recent payments may not be reflected on this statement.

Inquiries regarding your water rights and/or this account statement can be directed to the FrontCounterBC Contact Centre, which is toll free, at 1-877-855-3222.



LEASE

Lease No.:

345373

File No.: 0096452

Disposition No.: 853357

THIS AGREEMENT is dated for reference June 3, 2011 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

HENRY BRAUN
VELMA BRAUN "as Joint Tenants"
PO Box 2372 Stn A
Abbotsford BC V2T 4X3

(the "Lessee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this lease;

"Commencement Date" means January 12, 2007;

"disposition" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

“Land” means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled “Legal Description Schedule”:

That part of the North 1/2 of Section 32, Township 19, Range 26, West of the Sixth Meridian, together with Sections 5, 8 and all that Unsurveyed Crown land, within Township 20, Range 26, West of the Sixth Meridian, Kamloops Division Yale District, containing 907.71 hectares more or less

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and land covered by water;

“Management Plan” means the plan contained in the schedule attached to this Agreement entitled “Management Plan Schedule” and any amendments or replacements thereto;

“Professional Agrologist” means an agrologist who is a member in good standing of the British Columbia Institute of Agrologists;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Rent” means the rent set out in Article 4;

“Security” means the security referred to in section 7.1 or 7.2, as replaced or supplemented in accordance with section 7.5;

“Term” means the period of time set out in section 2.2;

“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Lessee: that combination is referred to as **“the parties”**; and

“you” or “your” refers to the Lessee.

- 1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Where this Agreement contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words will have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained in this Agreement, unless the context requires another construction of those words.

**ARTICLE 2 - GRANT, TERM AND ASSOCIATED
PRIVATE PROPERTIES**

- 2.1 On the terms and conditions set out in this Agreement, we grant you a lease of the land for grazing livestock or harvesting forage purposes, as set out in the Management Plan.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 20th anniversary of that date, or such earlier date provided for in this Agreement and despite any other provisions of this Agreement.
- 2.3 We shall not be obliged to extend the Term or issue a new lease at the end of the Term.
- 2.4 You shall exercise the rights granted under this Agreement only so long as
 - (a) you are using the Land set out in the Management Plan (under the heading "Associated Private Properties") for grazing purposes or such other agricultural purposes as may be approved in the Management Plan; and
 - (b) there is appropriate access to the Land as approved in the Management Plan.

ARTICLE 3 - MANAGEMENT PLANS

- 3.1 You shall use and occupy the Land only in accordance with and for the purposes set out in the Management Plan and you shall otherwise comply with the Management Plan.
- 3.2 You shall make no changes to the Management Plan without our prior written approval.
- 3.3 You shall prepare an updated Management Plan for our approval if and when we so request.
- 3.4 All Management Plans shall be in the form and shall have the content we may require from time to time.
- 3.5 You shall have your Management Plan (or part of the Management Plan) prepared by or approved by a Professional Agrologist (at your expense) if and when we so request; provided, however, that we may make such a request only if:
 - (a) we are reasonably of the opinion that there is an issue on the merits of the plan; and
 - (b) the issue is one which is within the expertise of a Professional Agrologist.

ARTICLE 4 - RENT

- 4.1 You will pay to us:
- (a) for the first year of the Term, Rent of \$1433.20, payable in advance on the Commencement Date; and
 - (b) for each year during the remainder of the Term, the Rent either determined by us under section 4.2 or established under section 4.3, payable in advance on each anniversary of the Commencement Date.
- 4.2 We will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Rent payable by you under subsection 4.1(b) for the subsequent year of the Term and we will establish such Rent in accordance with our policies applicable to your use of the Land under this Agreement.
- 4.3 If we do not give notice to you under section 4.2, the Rent payable by you under section 4.1(b) for the year for which notice was not given will be the same as the Rent payable by you for the preceding year of the Term.

ARTICLE 5 - COVENANTS

- 5.1 You must
- (a) pay, when due,
 - (i) the Rent to us at the address set out in Article 11,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land;
 - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
 - (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or Improvements, and
 - (ii) the provisions of this Agreement;

- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan;
- (g) not use or develop the Land for residential purposes;
- (h) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Land except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act*, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) consent to any application made by us under the *Agricultural Land Commission Act* to designate the Land as or as part of an agricultural land reserve within the meaning of that Act, and to execute all documents, instruments and contracts that we may reasonably require in support of the application;
- (l) at our written request and at your expense, construct fences in the locations on the Land and to the standards required by us within the time specified by us (within the time specified by us), and repair and maintain any such fences or existing fences;
- (m) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land;

- (n) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption to your operations;
- (o) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
- (i) your breach, violation or nonperformance of a provision of this Agreement, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (p) on the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 60 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Land,
 - (iii) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (iv) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

- 5.2 You will not permit any person to do anything you are restricted from doing under this Article.
- 5.3 Subject to the provisions of this Agreement to the contrary, you shall have quiet enjoyment of the Land.

ARTICLE 6 - LIMITATIONS

- 6.1 You agree with us that
- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
 - (b) this Agreement is subject to
 - (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
 - (c) without limiting subsection 5.1(o), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
 - (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.

- (e) with your prior consent, which consent you will not unreasonably withhold, we may make other dispositions of or over the Land, or any part of it, to a person, including a Crown agency or ministry, and, upon such consent being given you will, if required by us in the case of a disposition by way of easement, right of way or statutory right of way, immediately execute and deliver to us such instrument as may be necessary to subordinate your rights under this Agreement to such easement, right of way or statutory right of way; provided, however, that your consent shall not be required for any disposition we may wish to make of land which we have resumed pursuant to the *Land Act* or pursuant to subsection 6.1(p)
- (f) for the purpose of subsection (e), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would materially affect the exercise of your rights under this Agreement;
- (g) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (h) subject to subsection (g), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (i) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (j) any interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e) will not constitute a breach of our covenant of quiet enjoyment and you release and discharge us from all claims for loss or damage arising directly or indirectly out of any such interference;
- (k) we own and may dispose of all timber on the Land, and this Agreement transfers no interest in or to timber on the Land;
- (l) the Secwepemc may access the land to use and gather traditional sustenance resources, medicines and other cultural heritage resources, including hunting and fishing and maintain their traditional practices and spiritual relationship to the land, in a manner that respects the grazing lease activities and does not interfere with grazing or forage use; any access issues that may arise may be addressed in the Management Plan;

- (m) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (n) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 5.1(p)(ii) or (iii) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 5.1(p)(ii) or the time period provided for in the direction or permission given under paragraph 5.1(p)(iii);
- (o) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly tenant only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary;
- (p) at any time during the Term we may resume, without your consent, up to 5% of the area of the Land for either or both of the following purposes:
 - (i) if we are reasonably of the opinion that the Land (or part of the Land) is needed for intensive land use not compatible with the grazing lease; or
 - (ii) if the Land (or part of it) is needed to provide for permanent road access to land beyond the lease area where no other practical options exist;
- (q) we have the discretion to choose which portion or portions of the Land we may resume; however, we shall consult with you before making any such deletions for the purpose of attempting to minimize adverse impacts to your ranching operation;
- (r) you shall not be entitled to any compensation as a result of our resumption; and
- (s) our right to resume as set out herein is in addition to our rights under section 50(1)(a) of the *Land Act*.

6.2 The following provisions apply with respect to the activities of others on the Land:

- (a) You acknowledge that, despite subsection 6.1(e), other persons may now have or may in the future be given the right to carry out timber harvesting, silviculture and fire protection (and road construction and road maintenance concerning any of them).
- (b) If any person wishes to carry out any of the activities listed in subsection (a) (and has the right to do so) the following shall apply:

- (i) When you become aware of the proposed activity, you shall contact the person or persons who intend to carry out the activity and you shall attempt to reach an agreement as to how and when the activity shall be carried out and how your respective rights can be accommodated;
- (ii) If you are unable to reach such an agreement, you shall contact the Director, Ministry of Natural Resource Operations, Range Branch, advise him or her of the situation, and you shall comply with his or her directions in this respect.

ARTICLE 7 - SECURITY AND INSURANCE

- 7.1 On the Commencement Date, you will deliver to us security in the amount of \$00.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 7.2 Despite section 7.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 7.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 7.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 7.1, less all amounts drawn down by us under section 7.3.
- 7.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by

you.

7.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$00.00,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

7.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 7.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

7.8 You shall provide, maintain, and pay for any additional insurance which you are required by

law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

7.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 8 - ASSIGNMENT

8.1 You must not sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.

8.2 For the purpose of section 8.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.

8.3 Section 8.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.

8.4 Prior to considering a request for our consent under section 8.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the Land.

ARTICLE 9 - TERMINATION

9.1 You agree with us that

(a) if you

(i) default in the payment of any money payable by you under this Agreement, or

(ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),

and your default or failure continues for 60 days after we give written notice of the default or failure to you,

(b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;

- (c) if you transfer or assign your interest in fee simple in all that parcel or tract of land more particularly described as outlined in the Management Plan, Associated Private Properties, attached hereto;
- (d) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (e) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (f) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent; or
- (g) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all of your right, interest and estate in the Land will be absolutely forfeited to us.

9.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

9.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 9.1; and

- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 10 - DISPUTE RESOLUTION

- 10.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 10.2 Subject to section 10.5, if a dispute under this Agreement cannot be resolved under section 10.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 10.3 The cost of the arbitration referred to in section 10.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 10.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, British Columbia.
- 10.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 10.2.

ARTICLE 11 - NOTICE

- 11.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF NATURAL RESOURCE OPERATIONS
441 Columbia Street
Kamloops, BC V2C 2T3;

to you

HENRY BRAUN
VELMA BRAUN

PO Box 2372 Stn A
Abbotsford BC V2T 4X3;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 11.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 11.1.
- 11.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 12 - MISCELLANEOUS

- 12.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 12.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 12.3 The grant of a sublease, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublease, assignment or transfer of this Agreement.
- 12.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 12.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of

your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as

- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
- (b) you diligently attempt to remove the delay.

12.6 You agree with us that

- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

12.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

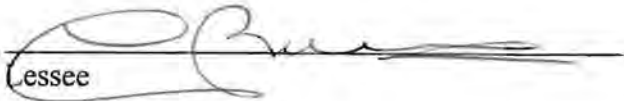
The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative

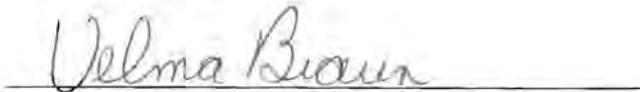


Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED by
HENRY BRAUN

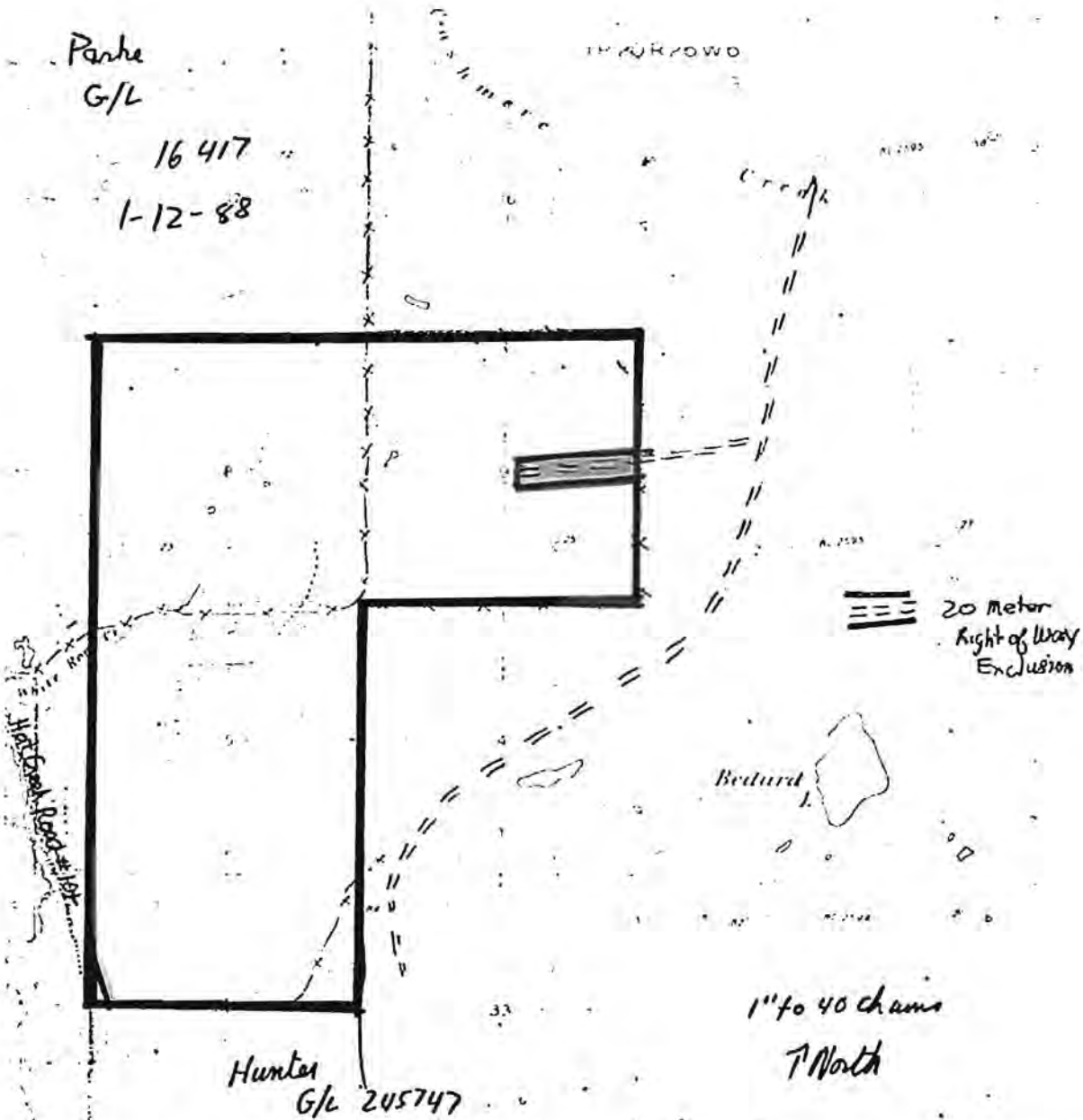

Lessee

SIGNED by
VELMA BRAUN


Lessee

LEGAL DESCRIPTION SCHEDULE

That part of the North 1/2 of Section 32, Township 19, Range 26, West of the Sixth Meridian, together with Sections 5, 8 and all that Unsurveyed Crown land, within Township 20, Range 26, West of the Sixth Meridian, Kamloops Division Yale District, containing 907.71 hectares more or less



MANAGEMENT PLAN SCHEDULE*Associated Private Properties***PID NUMBER**

013-566-270

013-566-300

013-566-377

013-566-318

014-161-184

014-161-231

014-161-249

014-161-257

014-161-265

014-161-273

014-162-008

014-162-016

014-162-024

014-162-032

014-162-067

014-162-075

014-162-105

005-042-470



Grazing Lease Assignment Application

Date package sent out: April 17, 2024	Prepared by: Valerie Valentine
File Number: 15700-30/Braun, 0096452	Agreement Number: 345373

Current agreement-holder's name: HENRY BRAUN, VEMLA BRAUN

Legal description of grazing lease parcels: That part of the North 1/2 of Section 32, Township 19, Range 26, West of the Sixth Meridian, together with Sections 5, and 8, and all that Unsurveyed Crown land, within Township 20, Range 26, West of the Sixth Meridian, Kamloops Division Yale District, containing 907.71 hectares more or less.

Purpose: Grazing

Agreement commencement date: 2007-01-12

Lease fees are currently paid to: 2025-01-11

Rural property taxes in good standing? **YES** **NO**

Folio No. 730 012122.000

Associated Private Properties classified as farm status? **YES** **NO**

Do you have the original agreement document? **YES** **NO**

To qualify to hold this tenure, the assignee(s) must meet the following eligibility requirements:

- 19 years of age or older and Canadian citizen or Landed Immigrant (permanent residents of Canada)
- If a company, a corporation registered in the Province of British Columbia or incorporated under the laws of Canada and must be a company in good standing
- A registered Society incorporated pursuant to the Society Act
(i.e. - Community Organization - must be accompanied with written confirmation that the relevant local government, board or council declines to apply for Crown land on behalf of the Organization but does not object to the proposed use)
- An Indian Band, as endorsed by a Band Council Resolution
- Use will comply with lease agreement and lease lands will not be used for residential purposes.

If you meet the above requirements and are sure you want to proceed with the assignment of this agreement, please complete the enclosed **Application Form** and return with the **Assignment fee of \$262.50 payable to Minister of Finance** [non-refundable and non-transferrable].

Please indicate name and address where future billings/correspondence should be mailed to (billing responsibility):

Once all signatures have been obtained, please return to our office together with:

Original or Certified True Copy of Agreement # **345373**

(If original tenure document is lost or destroyed, a Statutory Declaration must be completed and returned together with a cheque for \$50.00 for issuance of a *Certified True Copy*.)

Statutory Declaration for Agricultural Corporation (if applicable)

(signed in the presence of a Commissioner for taking Affidavits for British Columbia or a Notary Public in and for the Province of BC)

Statutory Declaration for lost agreement document (if applicable)

(signed in the presence of a Commissioner for taking Affidavits for British Columbia or a Notary Public in and for the Province of BC)

A Tax Clearance Certificate or other proof that the taxes are in good standing

Applicant Holdings (associated private lands). Provide State of Title Certificate or Title search:

PID Nos:

013-566-270, 013-566-300, 013-566-377, 013-566-318, 014-161-184, 014-161-231, 014-161-249
014-161-257, 014-161-265, 014-161-273, 014-162-008, 014-162-016, 014-162-024, 014-162-032
014-162-067, 014-162-075, 014-162-105, 005-042-470

Please note an updated Management Plan may be required.

Upon receipt of all information and clearance of outstanding issues, we will then prepare the Assignment Agreement (in triplicate) and send to you for signatures of the assignor(s) and assignee(s).

Please note that no legal advice can be given by Ministry of Forests, Lands and Natural Resource Operations. Questions of this nature should be directed to a lawyer or notary.

Also, as a result of recent Supreme Court decisions, the Ministry of Forests, Lands and Natural Resource Operations are required to consult with First Nations on all Assignments. Generally, this is a 30 day Notification Letter to affected Bands. As a result, there is a time frame of 45-60 days to finalize documentation for Assignments.



LEASE

Lease No.:

345375

File No.: 0096453

Disposition No.: 850035

THIS AGREEMENT is dated for reference June 3, 2011 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

HENRY BRAUN
VELMA BRAUN "as Joint Tenants"
PO Box 2372 Stn A
Abbotsford BC V2T 4X3

(the "Lessee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this lease;

"Commencement Date" means August 26, 2006;

"disposition" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

“Land” means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled “Legal Description Schedule”:

Those parts of Sections 30 and 31, Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District and containing 94.90 hectares, more or less

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and land covered by water;

“Management Plan” means the plan contained in the schedule attached to this Agreement entitled “Management Plan Schedule” and any amendments or replacements thereto;

“Professional Agrologist” means an agrologist who is a member in good standing of the British Columbia Institute of Agrologists;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Rent” means the rent set out in Article 4;

“Security” means the security referred to in section 7.1 or 7.2, as replaced or supplemented in accordance with section 7.5;

“Term” means the period of time set out in section 2.2;

“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Lessee: that combination is referred to as **“the parties”**; and

“you” or “your” refers to the Lessee.

1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.

- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Where this Agreement contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words will have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained in this Agreement, unless the context requires another construction of those words.

**ARTICLE 2 - GRANT, TERM AND ASSOCIATED
PRIVATE PROPERTIES**

- 2.1 On the terms and conditions set out in this Agreement, we grant you a lease of the land for grazing livestock or harvesting forage purposes, as set out in the Management Plan.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 20th anniversary of that date, or such earlier date provided for in this Agreement and despite any other provisions of this Agreement.
- 2.3 We shall not be obliged to extend the Term or issue a new lease at the end of the Term.
- 2.4 You shall exercise the rights granted under this Agreement only so long as
- (a) you are using the Land set out in the Management Plan (under the heading "Associated Private Properties") for grazing purposes or such other agricultural purposes as may be approved in the Management Plan; and
 - (b) there is appropriate access to the Land as approved in the Management Plan.

ARTICLE 3 - MANAGEMENT PLANS

- 3.1 You shall use and occupy the Land only in accordance with and for the purposes set out in the Management Plan and you shall otherwise comply with the Management Plan.
- 3.2 You shall make no changes to the Management Plan without our prior written approval.
- 3.3 You shall prepare an updated Management Plan for our approval if and when we so request.
- 3.4 All Management Plans shall be in the form and shall have the content we may require from time to time.
- 3.5 You shall have your Management Plan (or part of the Management Plan) prepared by or approved by a Professional Agrologist (at your expense) if and when we so request; provided, however, that we may make such a request only if:
- (a) we are reasonably of the opinion that there is an issue on the merits of the plan; and
 - (b) the issue is one which is within the expertise of a Professional Agrologist.

ARTICLE 4 - RENT

- 4.1 You will pay to us:
- (a) for the first year of the Term, Rent of \$500.00, payable in advance on the Commencement Date; and
 - (b) for each year during the remainder of the Term, the Rent either determined by us under section 4.2 or established under section 4.3, payable in advance on each anniversary of the Commencement Date.
- 4.2 We will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Rent payable by you under subsection 4.1(b) for the subsequent year of the Term and we will establish such Rent in accordance with our policies applicable to your use of the Land under this Agreement.
- 4.3 If we do not give notice to you under section 4.2, the Rent payable by you under section 4.1(b) for the year for which notice was not given will be the same as the Rent payable by you for the preceding year of the Term.

ARTICLE 5 - COVENANTS

- 5.1 You must
- (a) pay, when due,
 - (i) the Rent to us at the address set out in Article 11,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land;
 - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
 - (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or Improvements, and
 - (ii) the provisions of this Agreement;

- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan;
- (g) not use or develop the Land for residential purposes;
- (h) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Land except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act*, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) consent to any application made by us under the *Agricultural Land Commission Act* to designate the Land as or as part of an agricultural land reserve within the meaning of that Act, and to execute all documents, instruments and contracts that we may reasonably require in support of the application;
- (l) at our written request and at your expense, construct fences in the locations on the Land and to the standards required by us within the time specified by us (within the time specified by us), and repair and maintain any such fences or existing fences;
- (m) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land;

- (n) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption to your operations;
- (o) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or nonperformance of a provision of this Agreement, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (p) on the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 60 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Land,
 - (iii) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (iv) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

- 5.2 You will not permit any person to do anything you are restricted from doing under this Article.
- 5.3 Subject to the provisions of this Agreement to the contrary, you shall have quiet enjoyment of the Land.

ARTICLE 6 - LIMITATIONS

- 6.1 You agree with us that
- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
 - (b) this Agreement is subject to
 - (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
 - (c) without limiting subsection 5.1(o), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
 - (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.

- (e) with your prior consent, which consent you will not unreasonably withhold, we may make other dispositions of or over the Land, or any part of it, to a person, including a Crown agency or ministry, and, upon such consent being given you will, if required by us in the case of a disposition by way of easement, right of way or statutory right of way, immediately execute and deliver to us such instrument as may be necessary to subordinate your rights under this Agreement to such easement, right of way or statutory right of way; provided, however, that your consent shall not be required for any disposition we may wish to make of land which we have resumed pursuant to the *Land Act* or pursuant to subsection 6.1(p)
- (f) for the purpose of subsection (e), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would materially affect the exercise of your rights under this Agreement;
- (g) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (h) subject to subsection (g), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (i) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (j) any interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e) will not constitute a breach of our covenant of quiet enjoyment and you release and discharge us from all claims for loss or damage arising directly or indirectly out of any such interference;
- (k) we own and may dispose of all timber on the Land, and this Agreement transfers no interest in or to timber on the Land;
- (l) the Secwepemc may access the land to use and gather traditional sustenance resources, medicines and other cultural heritage resources, including hunting and fishing and maintain their traditional practices and spiritual relationship to the land, in a manner that respects the grazing lease activities and does not interfere with grazing or forage use; any access issues that may arise may be addressed in the Management Plan;

- (m) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (n) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 5.1(p)(ii) or (iii) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 5.1(p)(ii) or the time period provided for in the direction or permission given under paragraph 5.1(p)(iii);
- (o) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly tenant only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary;
- (p) at any time during the Term we may resume, without your consent, up to 5% of the area of the Land for either or both of the following purposes:
 - (i) if we are reasonably of the opinion that the Land (or part of the Land) is needed for intensive land use not compatible with the grazing lease; or
 - (ii) if the Land (or part of it) is needed to provide for permanent road access to land beyond the lease area where no other practical options exist;
- (q) we have the discretion to choose which portion or portions of the Land we may resume; however, we shall consult with you before making any such deletions for the purpose of attempting to minimize adverse impacts to your ranching operation;
- (r) you shall not be entitled to any compensation as a result of our resumption; and
- (s) our right to resume as set out herein is in addition to our rights under section 50(1)(a) of the *Land Act*.

6.2 The following provisions apply with respect to the activities of others on the Land:

- (a) You acknowledge that, despite subsection 6.1(e), other persons may now have or may in the future be given the right to carry out timber harvesting, silviculture and fire protection (and road construction and road maintenance concerning any of them).
- (b) If any person wishes to carry out any of the activities listed in subsection (a) (and has the right to do so) the following shall apply:

- (i) When you become aware of the proposed activity, you shall contact the person or persons who intend to carry out the activity and you shall attempt to reach an agreement as to how and when the activity shall be carried out and how your respective rights can be accommodated;
- (ii) If you are unable to reach such an agreement, you shall contact the Director, Ministry of Natural Resource Operations, Range Branch, advise him or her of the situation, and you shall comply with his or her directions in this respect.

ARTICLE 7 - SECURITY AND INSURANCE

- 7.1 On the Commencement Date, you will deliver to us security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 7.2 Despite section 7.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 7.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 7.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 7.1, less all amounts drawn down by us under section 7.3.
- 7.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by

you.

7.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$00,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

7.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 7.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

7.8 You shall provide, maintain, and pay for any additional insurance which you are required by

law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

7.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 8 - ASSIGNMENT

- 8.1 You must not sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 8.2 For the purpose of section 8.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 8.3 Section 8.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 8.4 Prior to considering a request for our consent under section 8.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the Land.

ARTICLE 9 - TERMINATION

- 9.1 You agree with us that
- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
 - (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;

- (c) if you transfer or assign your interest in fee simple in all that parcel or tract of land more particularly described as outlined in the Management Plan, Associated Private Properties, attached hereto;
- (d) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (e) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (f) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent; or
- (g) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all of your right, interest and estate in the Land will be absolutely forfeited to us.

9.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

9.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 9.1; and

- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 10 - DISPUTE RESOLUTION

- 10.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 10.2 Subject to section 10.5, if a dispute under this Agreement cannot be resolved under section 10.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 10.3 The cost of the arbitration referred to in section 10.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 10.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, British Columbia.
- 10.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 10.2.

ARTICLE 11 - NOTICE

- 11.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF NATURAL RESOURCE OPERATIONS
441 Columbia Street
Kamloops, BC V2C 2T3;

to you

HENRY BRAUN
VELMA BRAUN

PO Box 2372 Stn A
Abbotsford BC V2T 4X3;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 11.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 11.1.
- 11.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 12 - MISCELLANEOUS

- 12.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 12.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 12.3 The grant of a sublease, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublease, assignment or transfer of this Agreement.
- 12.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 12.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of

your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as

- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
- (b) you diligently attempt to remove the delay.

12.6 You agree with us that

- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

12.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative



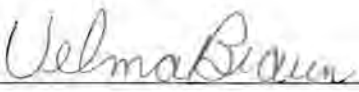
Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED by
HENRY BRAUN



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SIGNED by
VELMA BRAUN

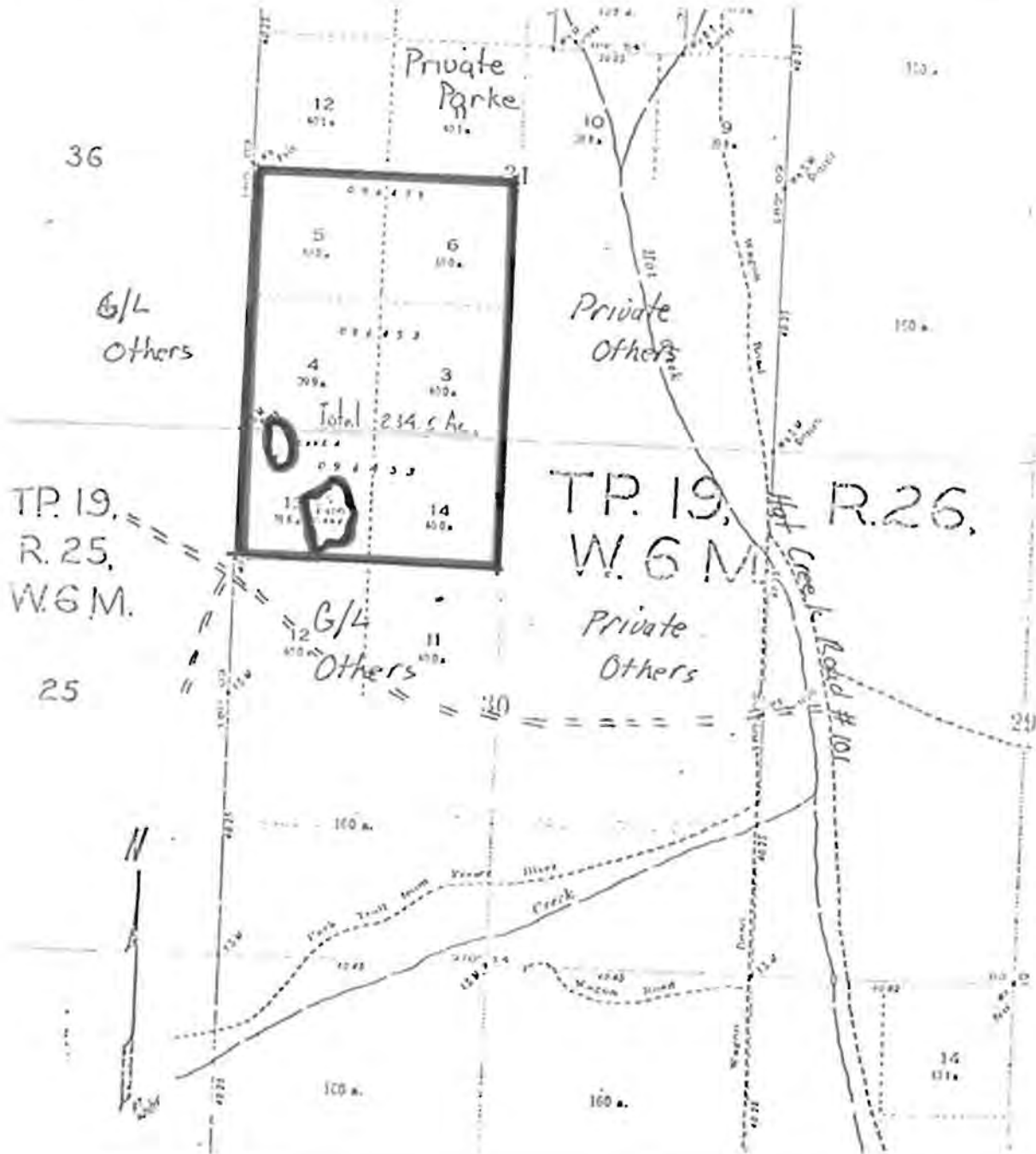


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LEGAL DESCRIPTION SCHEDULE

Those parts of Sections 30 and 31, Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District and containing 94.90 hectares, more or less



MANAGEMENT PLAN SCHEDULE

Associated Private Properties

PID NUMBER

013-566-270
013-566-300
013-566-377
013-566-318
014-161-184
014-161-231
014-161-249
014-161-257
014-161-265
014-161-273
014-162-008
014-162-016
014-162-024
014-162-032
014-162-067
014-162-075
014-162-105
005-042-470



Grazing Lease Assignment Application

Date package sent out: April 17, 2024	Prepared by: Valerie Valentine
File Number: 15700-30/Braun, 0096453	Agreement Number: 345375

Current agreement-holder's name: HENRY BRAUN, VEMLA BRAUN

Legal description of grazing lease parcels: Those parts of Sections 30 and 31, Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District and containing 94.90 hectares, more or less

Purpose: Grazing

Agreement commencement date: 2006-08-26

Lease fees are currently paid to: 2024-08-25

Rural property taxes in good standing? **YES** **NO**

Folio No. 730 012112.000

Associated Private Properties classified as farm status? **YES** **NO**

Do you have the original agreement document? **YES** **NO**

To qualify to hold this tenure, the assignee(s) must meet the following eligibility requirements:

- 19 years of age or older and Canadian citizen or Landed Immigrant (permanent residents of Canada)
- If a company, a corporation registered in the Province of British Columbia or incorporated under the laws of Canada and must be a company in good standing
- A registered Society incorporated pursuant to the Society Act
(i.e. - Community Organization - must be accompanied with written confirmation that the relevant local government, board or council declines to apply for Crown land on behalf of the Organization but does not object to the proposed use)
- An Indian Band, as endorsed by a Band Council Resolution
- Use will comply with lease agreement and lease lands will not be used for residential purposes.

If you meet the above requirements and are sure you want to proceed with the assignment of this agreement, please complete the enclosed **Application Form** and return with the **Assignment fee of \$262.50 payable to Minister of Finance** [non-refundable and non-transferrable].

Please indicate name and address where future billings/correspondence should be mailed to (billing responsibility):

Once all signatures have been obtained, please return to our office together with:

Original or Certified True Copy of Agreement # **345375**

(If original tenure document is lost or destroyed, a Statutory Declaration must be completed and returned together with a cheque for \$50.00 for issuance of a *Certified True Copy*.)

Statutory Declaration for Agricultural Corporation (if applicable)

(signed in the presence of a Commissioner for taking Affidavits for British Columbia or a Notary Public in and for the Province of BC)

Statutory Declaration for lost agreement document (if applicable)

(signed in the presence of a Commissioner for taking Affidavits for British Columbia or a Notary Public in and for the Province of BC)

A Tax Clearance Certificate or other proof that the taxes are in good standing

Applicant Holdings (associated private lands). Provide State of Title Certificate or Title search:

PID Nos:

013-566-270, 013-566-300, 013-566-377, 013-566-318, 014-161-184, 014-161-231, 014-161-249
014-161-257, 014-161-265, 014-161-273, 014-162-008, 014-162-016, 014-162-024, 014-162-032
014-162-067, 014-162-075, 014-162-105, 005-042-470

Please note an updated Management Plan may be required.

Upon receipt of all information and clearance of outstanding issues, we will then prepare the Assignment Agreement (in triplicate) and send to you for signatures of the assignor(s) and assignee(s).

Please note that no legal advice can be given by Ministry of Forests, Lands and Natural Resource Operations. Questions of this nature should be directed to a lawyer or notary.

Also, as a result of recent Supreme Court decisions, the Ministry of Forests, Lands and Natural Resource Operations are required to consult with First Nations on all Assignments. Generally, this is a 30 day Notification Letter to affected Bands. As a result, there is a time frame of 45-60 days to finalize documentation for Assignments.



LEASE

Lease No.:

345374

File No.: 0097221

Disposition No.: 875669

THIS AGREEMENT is dated for reference June 3, 2011 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

HENRY BRAUN
VELMA BRAUN "as Joint Tenants"
PO Box 2372 Stn A
Abbotsford BC V2T 4X3

(the "Lessee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"**Agreement**" means this lease;

"**Commencement Date**" means December 1, 2009;

"**disposition**" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"**Improvements**" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

“Land” means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled “Legal Description Schedule”:

That part of Section 5, Township 21, Range 26, West of the Sixth Meridian; Those parts of Sections 6, 7, 17, 18, 19, 20, 29, 30 and 32, Township 20, Range 26, West of the Sixth Meridian, all of Kamloops Division of Yale District and containing 1594.2 hectares, more or less

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and land covered by water;

“Management Plan” means the plan contained in the schedule attached to this Agreement entitled “Management Plan Schedule” and any amendments or replacements thereto;

“Professional Agrologist” means an agrologist who is a member in good standing of the British Columbia Institute of Agrologists;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Rent” means the rent set out in Article 4;

“Security” means the security referred to in section 7.1 or 7.2, as replaced or supplemented in accordance with section 7.5;

“Term” means the period of time set out in section 2.2;

“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Lessee: that combination is referred to as **“the parties”**; and

“you” or “your” refers to the Lessee.

1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Where this Agreement contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words will have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained in this Agreement, unless the context requires another construction of those words.

**ARTICLE 2 - GRANT, TERM AND ASSOCIATED
PRIVATE PROPERTIES**

- 2.1 On the terms and conditions set out in this Agreement, we grant you a lease of the land for grazing livestock or harvesting forage purposes, as set out in the Management Plan.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 20th anniversary of that date, or such earlier date provided for in this Agreement and despite any other provisions of this Agreement.
- 2.3 We shall not be obliged to extend the Term or issue a new lease at the end of the Term.
- 2.4 You shall exercise the rights granted under this Agreement only so long as
- (a) you are using the Land set out in the Management Plan (under the heading "Associated Private Properties") for grazing purposes or such other agricultural purposes as may be approved in the Management Plan; and
 - (b) there is appropriate access to the Land as approved in the Management Plan.

ARTICLE 3 - MANAGEMENT PLANS

- 3.1 You shall use and occupy the Land only in accordance with and for the purposes set out in the Management Plan and you shall otherwise comply with the Management Plan.
- 3.2 You shall make no changes to the Management Plan without our prior written approval.
- 3.3 You shall prepare an updated Management Plan for our approval if and when we so request.
- 3.4 All Management Plans shall be in the form and shall have the content we may require from time to time.
- 3.5 You shall have your Management Plan (or part of the Management Plan) prepared by or approved by a Professional Agrologist (at your expense) if and when we so request; provided, however, that we may make such a request only if:
- (a) we are reasonably of the opinion that there is an issue on the merits of the plan; and
 - (b) the issue is one which is within the expertise of a Professional Agrologist.

ARTICLE 4 - RENT

- 4.1 You will pay to us:
- (a) for the first year of the Term, Rent of \$2196.96, payable in advance on the Commencement Date; and
 - (b) for each year during the remainder of the Term, the Rent either determined by us under section 4.2 or established under section 4.3, payable in advance on each anniversary of the Commencement Date.
- 4.2 We will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Rent payable by you under subsection 4.1(b) for the subsequent year of the Term and we will establish such Rent in accordance with our policies applicable to your use of the Land under this Agreement.
- 4.3 If we do not give notice to you under section 4.2, the Rent payable by you under section 4.1(b) for the year for which notice was not given will be the same as the Rent payable by you for the preceding year of the Term.

ARTICLE 5 - COVENANTS

- 5.1 You must
- (a) pay, when due,
 - (i) the Rent to us at the address set out in Article 11,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land;
 - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
 - (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or Improvements, and
 - (ii) the provisions of this Agreement;

- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan;
- (g) not use or develop the Land for residential purposes;
- (h) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Land except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act*, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) consent to any application made by us under the *Agricultural Land Commission Act* to designate the Land as or as part of an agricultural land reserve within the meaning of that Act, and to execute all documents, instruments and contracts that we may reasonably require in support of the application;
- (l) at our written request and at your expense, construct fences in the locations on the Land and to the standards required by us within the time specified by us (within the time specified by us), and repair and maintain any such fences or existing fences;
- (m) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land;

- (n) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption to your operations;
- (o) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
- (i) your breach, violation or nonperformance of a provision of this Agreement, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,
- and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (p) on the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 60 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Land,
 - (iii) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (iv) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

- 5.2 You will not permit any person to do anything you are restricted from doing under this Article.
- 5.3 Subject to the provisions of this Agreement to the contrary, you shall have quiet enjoyment of the Land.

ARTICLE 6 - LIMITATIONS

- 6.1 You agree with us that
- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
 - (b) this Agreement is subject to
 - (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
 - (c) without limiting subsection 5.1(o), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
 - (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.

- (e) with your prior consent, which consent you will not unreasonably withhold, we may make other dispositions of or over the Land, or any part of it, to a person, including a Crown agency or ministry, and, upon such consent being given you will, if required by us in the case of a disposition by way of easement, right of way or statutory right of way, immediately execute and deliver to us such instrument as may be necessary to subordinate your rights under this Agreement to such easement, right of way or statutory right of way; provided, however, that your consent shall not be required for any disposition we may wish to make of land which we have resumed pursuant to the *Land Act* or pursuant to subsection 6.1(p)
- (f) for the purpose of subsection (e), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would materially affect the exercise of your rights under this Agreement;
- (g) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (h) subject to subsection (g), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (i) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (j) any interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e) will not constitute a breach of our covenant of quiet enjoyment and you release and discharge us from all claims for loss or damage arising directly or indirectly out of any such interference;
- (k) we own and may dispose of all timber on the Land, and this Agreement transfers no interest in or to timber on the Land;
- (l) the Secwepemc may access the land to use and gather traditional sustenance resources, medicines and other cultural heritage resources, including hunting and fishing and maintain their traditional practices and spiritual relationship to the land, in a manner that respects the grazing lease activities and does not interfere with grazing or forage use; any access issues that may arise may be addressed in the Management Plan;

- (m) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (n) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 5.1(p)(ii) or (iii) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 5.1(p)(ii) or the time period provided for in the direction or permission given under paragraph 5.1(p)(iii);
- (o) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly tenant only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary;
- (p) at any time during the Term we may resume, without your consent, up to 5% of the area of the Land for either or both of the following purposes:
 - (i) if we are reasonably of the opinion that the Land (or part of the Land) is needed for intensive land use not compatible with the grazing lease; or
 - (ii) if the Land (or part of it) is needed to provide for permanent road access to land beyond the lease area where no other practical options exist;
- (q) we have the discretion to choose which portion or portions of the Land we may resume; however, we shall consult with you before making any such deletions for the purpose of attempting to minimize adverse impacts to your ranching operation;
- (r) you shall not be entitled to any compensation as a result of our resumption; and
- (s) our right to resume as set out herein is in addition to our rights under section 50(1)(a) of the *Land Act*.

6.2 The following provisions apply with respect to the activities of others on the Land:

- (a) You acknowledge that, despite subsection 6.1(e), other persons may now have or may in the future be given the right to carry out timber harvesting, silviculture and fire protection (and road construction and road maintenance concerning any of them).
- (b) If any person wishes to carry out any of the activities listed in subsection (a) (and has the right to do so) the following shall apply:

- (i) When you become aware of the proposed activity, you shall contact the person or persons who intend to carry out the activity and you shall attempt to reach an agreement as to how and when the activity shall be carried out and how your respective rights can be accommodated;
- (ii) If you are unable to reach such an agreement, you shall contact the Director, Ministry of Natural Resource Operations, Range Branch, advise him or her of the situation, and you shall comply with his or her directions in this respect.

ARTICLE 7 - SECURITY AND INSURANCE

- 7.1 On the Commencement Date, you will deliver to us security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 7.2 Despite section 7.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 7.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 7.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 7.1, less all amounts drawn down by us under section 7.3.
- 7.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by

you.

7.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$00.000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

7.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 7.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

7.8 You shall provide, maintain, and pay for any additional insurance which you are required by

law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

- 7.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 8 - ASSIGNMENT

- 8.1 You must not sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 8.2 For the purpose of section 8.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 8.3 Section 8.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 8.4 Prior to considering a request for our consent under section 8.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the Land.

ARTICLE 9 - TERMINATION

- 9.1 You agree with us that
- (a) if you
- (i) default in the payment of any money payable by you under this Agreement, or
- (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),
- and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;

- (c) if you transfer or assign your interest in fee simple in all that parcel or tract of land more particularly described as outlined on the Management Plan, Associated Private Properties, attached hereto;
- (d) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (e) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (f) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent; or
- (g) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all of your right, interest and estate in the Land will be absolutely forfeited to us.

9.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

9.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 9.1; and

- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 10 - DISPUTE RESOLUTION

- 10.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 10.2 Subject to section 10.5, if a dispute under this Agreement cannot be resolved under section 10.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 10.3 The cost of the arbitration referred to in section 10.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 10.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, British Columbia.
- 10.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 10.2.

ARTICLE 11 - NOTICE

- 11.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF NATURAL RESOURCE OPERATIONS
Integrated Resource Operations Division – Range Branch
441 Columbia Street
Kamloops, BC V2C 2T3;

to you

HENRY BRAUN

VELMA BRAUN
PO Box 2372 Stn A
Abbotsford BC V2T 4X3;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 11.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 11.1.
- 11.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 12 - MISCELLANEOUS

- 12.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 12.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 12.3 The grant of a sublease, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublease, assignment or transfer of this Agreement.
- 12.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 12.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your

reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as

- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
- (b) you diligently attempt to remove the delay.

12.6 You agree with us that

- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

12.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative




Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED by
HENRY BRAUN

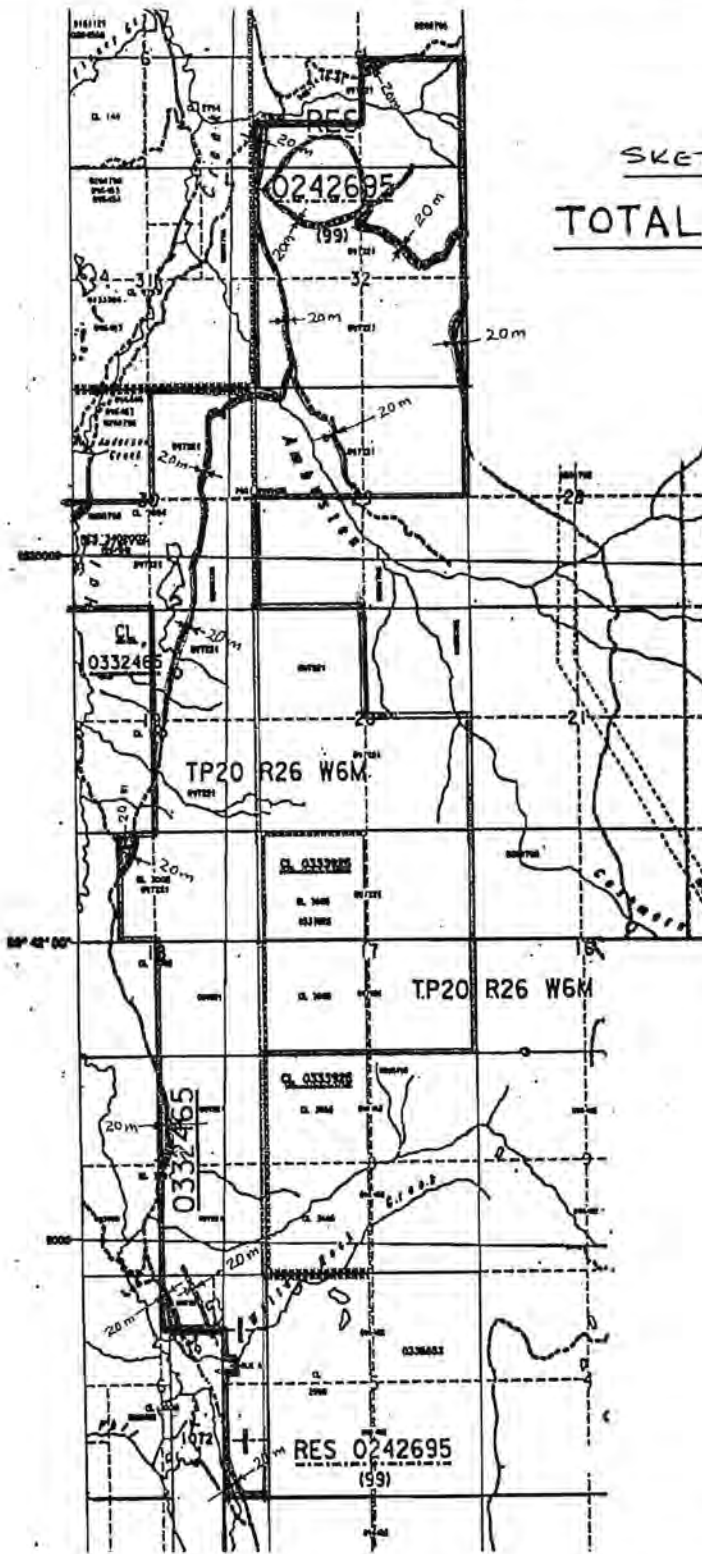
Lessee 

SIGNED by
VELMA BRAUN

Lessee 

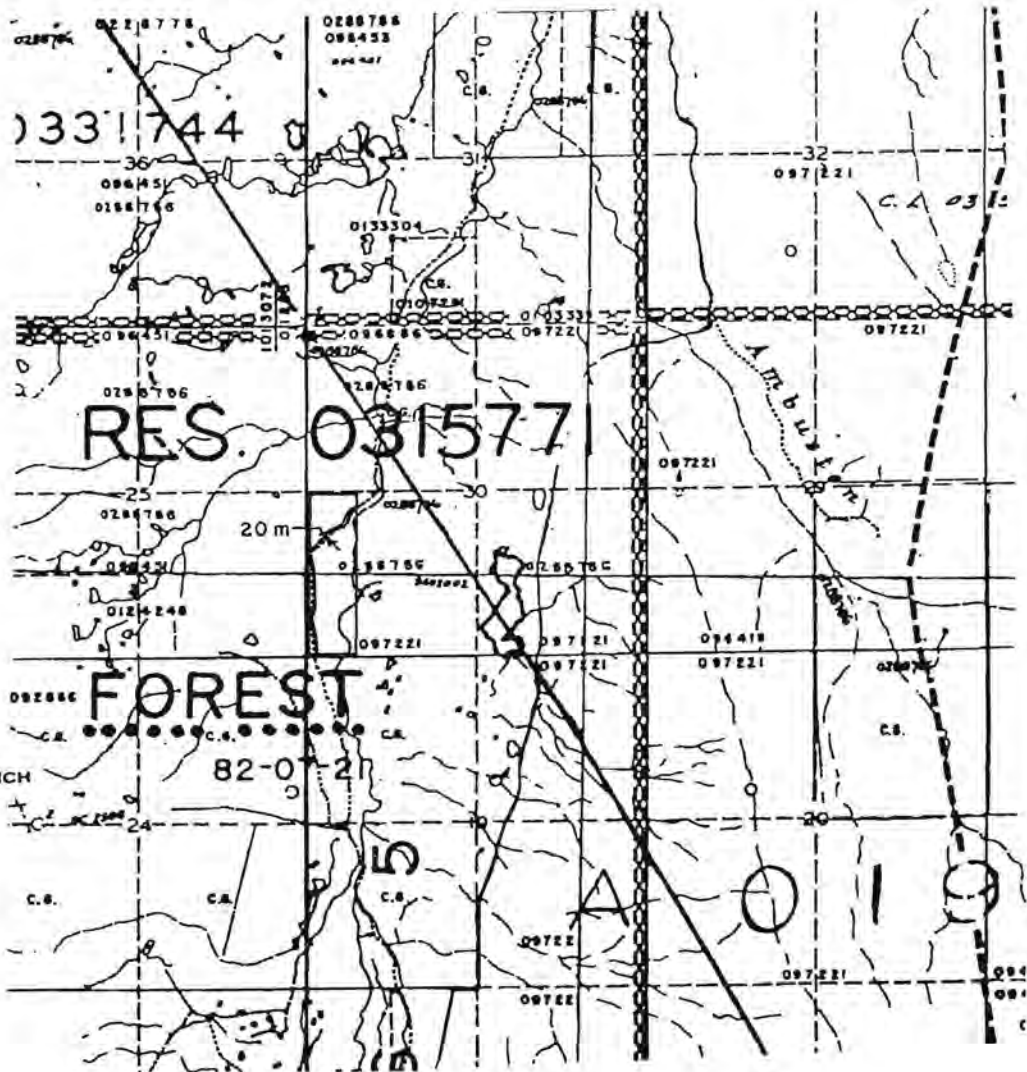
LEGAL DESCRIPTION SCHEDULE

That part of Section 5, Township 21, Range 26, West of the Sixth Meridian; Those parts of Sections 6, 7, 17, 18, 19, 20, 29, 30 and 32, Township 20, Range 26, West of the Sixth Meridian, all of Kamloops Division of Yale District and containing 1594.2 hectares, more or less (*see maps 1 of 2 and 2 of 2*)



SKETCH 1 of 2
TOTAL AREA = 1594.2 ha ±

Scale: 1:50 000



SCALE 40 CHAINS TO AN INCH

SKETCH 2 of 2
 TOTAL AREA =
 1594.2 ha[±]

MANAGEMENT PLAN SCHEDULE

Associated Private Properties

PID NUMBER

013-566-270

013-566-300

013-566-377

013-566-318

014-161-184

014-161-231

014-161-249

014-161-257

014-161-265

014-161-273

014-162-008

014-162-016

014-162-024

014-162-032

014-162-067

014-162-075

014-162-105

005-042-470



Grazing Lease Assignment Application

Date package sent out: April 17, 2024	Prepared by: Valerie Valentine
File Number: 15700-30/Braun, 0097221	Agreement Number: 345374

Current agreement-holder's name: HENRY BRAUN, VEMLA BRAUN

Legal description of grazing lease parcels: That part of Section 5, Township 21, Range 26, West of the Sixth Meridian; Those parts of Sections 6, 7, 17, 18, 19, 20, 29, 30 and 32, Township 20, Range 26, West of the Sixth Meridian, all of Kamloops Division of Yale District and containing 1594.2 hectares, more or less.

Purpose: Grazing

Agreement commencement date: 2009-12-01

Lease fees are currently paid to: 2024-11-30

Rural property taxes in good standing? **YES** **NO**

Folio No. 730 012128.000

Associated Private Properties classified as farm status? **YES** **NO**

Do you have the original agreement document? **YES** **NO**

To qualify to hold this tenure, the assignee(s) must meet the following eligibility requirements:

- 19 years of age or older and Canadian citizen or Landed Immigrant (permanent residents of Canada)
- If a company, a corporation registered in the Province of British Columbia or incorporated under the laws of Canada and must be a company in good standing
- A registered Society incorporated pursuant to the Society Act
(i.e. - Community Organization - must be accompanied with written confirmation that the relevant local government, board or council declines to apply for Crown land on behalf of the Organization but does not object to the proposed use)
- An Indian Band, as endorsed by a Band Council Resolution
- Use will comply with lease agreement and lease lands will not be used for residential purposes.

If you meet the above requirements and are sure you want to proceed with the assignment of this agreement, please complete the enclosed **Application Form** and return with the **Assignment fee of \$262.50 payable to Minister of Finance** [non-refundable and non-transferrable].

Please indicate name and address where future billings/correspondence should be mailed to (billing responsibility):

Once all signatures have been obtained, please return to our office together with:

Original or Certified True Copy of Agreement # **345374**

(If original tenure document is lost or destroyed, a Statutory Declaration must be completed and returned together with a cheque for \$50.00 for issuance of a *Certified True Copy*.)

Statutory Declaration for Agricultural Corporation (if applicable)

(signed in the presence of a Commissioner for taking Affidavits for British Columbia or a Notary Public in and for the Province of BC)

Statutory Declaration for lost agreement document (if applicable)

(signed in the presence of a Commissioner for taking Affidavits for British Columbia or a Notary Public in and for the Province of BC)

A Tax Clearance Certificate or other proof that the taxes are in good standing

Applicant Holdings (associated private lands). Provide State of Title Certificate or Title search:

PID Nos:

013-566-270, 013-566-300, 013-566-377, 013-566-318, 014-161-184, 014-161-231, 014-161-249
014-161-257, 014-161-265, 014-161-273, 014-162-008, 014-162-016, 014-162-024, 014-162-032
014-162-067, 014-162-075, 014-162-105, 005-042-470

Please note an updated Management Plan may be required.

Upon receipt of all information and clearance of outstanding issues, we will then prepare the Assignment Agreement (in triplicate) and send to you for signatures of the assignor(s) and assignee(s).

Please note that no legal advice can be given by Ministry of Forests, Lands and Natural Resource Operations. Questions of this nature should be directed to a lawyer or notary.

Also, as a result of recent Supreme Court decisions, the Ministry of Forests, Lands and Natural Resource Operations are required to consult with First Nations on all Assignments. Generally, this is a 30 day Notification Letter to affected Bands. As a result, there is a time frame of 45-60 days to finalize documentation for Assignments.



ASSIGNMENT/ASSUMPTION

Lease. No.: 344270

File No.: 0095747

Disposition No.: 853355

THIS AGREEMENT is dated for reference December 17th, 2012.

BETWEEN:

PETER BURDEN MCALLISTER

PO Box 38

Cache Creek, BC V0K 1H0

OF THE FIRST PART

(herein the "Assignor")

AND:

HAT CREEK LAND & CATTLE COMPANY LTD. "Inc. No. BC0816913"

106 - 2480 Mt. Lehman Rd.

Abbotsford BC V2T 6W3

OF THE SECOND PART

(herein the "Assignee")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH

COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings,
Victoria, British Columbia

OF THE THIRD PART

(herein the "Province")

WITNESS THAT WHEREAS:

The Assignor and the Province entered into a lease agreement dated January 18, 2007 (herein called the "Document") over those lands more particularly known and described as:

That part of Section 33 together with those parts of the South 1/2 of Section 32, the

Northeast 1/4 of Section 29 and the Fractional North 1/2 of Section 28, all Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District, containing 568.70 hectares, more or less.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration paid by the Assignee to the Assignor and by the Assignee and the Assignor to the Province, the receipt and sufficiency of which is hereby acknowledged by both the Assignor and the Province, the parties agree as follows:

ARTICLE I - ASSIGNMENT

- 1.1 The Assignor assigns all of his right, title, interest and estate in and to the Document to the Assignee.

ARTICLE II - ASSUMPTION

- 2.1 The Assignee covenants with the Province to assume and be bound by all the terms, conditions, covenants, obligations and agreements contained in the Document.

ARTICLE III - CONSENT

- 3.1 The Province consents to the execution and delivery of this agreement and the Assignment.
- 3.2 The Province releases and discharges the Assignor from all the terms, conditions, covenants, obligations and agreements contained in the Document.

ARTICLE IV - WARRANTIES AND REPRESENTATIONS

- 4.1 The Assignee warrants and represents to the Province, with the intent that the Province will rely thereon, that the Assignee:
- (a) is a corporation duly formed under laws of the Province of British Columbia and has filed all necessary documents under such laws and has complied with all requirements of the *Business Corporations Act*;
 - (b) has the power, capacity and authority to enter into this agreement and to carry out its obligations contemplated herein, all of which have been duly and validly authorized by all necessary proceedings; and

- (c) is in good standing with respect to the filing of returns in the Office of the Registrar of Companies of British Columbia.
- (d) You are the registered owner of Southeast 1/4 of Section 31 Township 19 Range 26 W6M, Kamloops Division of Yale District, and upon sale or transfer of same this lease will be subject to assignment;

4.2 The Assignee acknowledges to the Province and to the Assignor that:

- (a) the Assignee has inspected the land, and the improvements (if any) situate thereon, which are the subject of the Document and is fully aware of the condition of that land, and the improvements (if any) situate thereon, and accepts same in its current state;
- (b) the Assignee has reviewed and inspected all municipal and regional by-laws, regulations and policies concerning the use and development of the land which is the subject of the Document; and
- (c) there are no representations, warranties, collateral agreements or conditions affecting this agreement or the land, and the improvements (if any) situate thereon, which are the subject of the Document except as expressed herein and that this agreement constitutes the entire agreement.

ARTICLE V - NOTICE

5.1 The address of the Assignee for the service of notices or documents under the Document shall be the address specified for the Assignee on the first page of this agreement.

ARTICLE VI - MISCELLANEOUS

- 6.1 This agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 6.2 The parties to this agreement confirm that the terms of the Document remain and continue in full force and effect.
- 6.3 This agreement may not be assigned by the Assignee except in accordance with the provisions of the Document.
- 6.4 This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

- 6.5 In this agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and corporation as the case may be.
- 6.6 The captions and headings contained in this agreement are for convenience only and are not to be construed as defining or in anyway limiting the scope or intent of the provisions hereof.
- 6.7 Where there is a reference to an enactment of the Province of British Columbia in this agreement, that 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.
- 6.8 If any section of this agreement or any part of a section is found to be illegal or unenforceable, that part or section as the case may be, shall be considered separate and severable and the remaining parts shall be enforceable to the fullest extent permitted by law.
- 6.9 All schedules attached to this agreement form an integral part of this agreement.

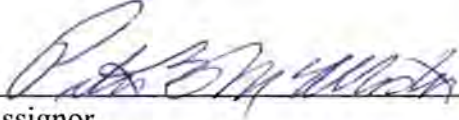
IN WITNESS WHEREOF the Assignor and Assignee have executed this agreement, and the Province has consented thereto, the day and year first above written.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative



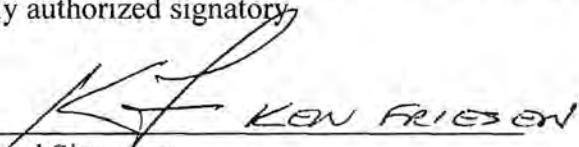
Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED BY
PETER BURDEN MCALLISTER



Assignor

SIGNED on behalf of
HAT CREEK LAND & CATTLE COMPANY LTD.
by a duly authorized signatory



Authorized Signatory



LEASE

Lease No.:

344270

File No.: 0095747

Disposition No.: 853355

THIS AGREEMENT is dated for reference November 6th, 2009 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

PETER BURDEN MCALLISTER

PO Box 38

Cache Creek, BC V0K 1H0

(the "Lessee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this lease;

"Commencement Date" means January 18th, 2007;

"disposition" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

“Land” means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled “Legal Description Schedule”:

That part of Section 33 together with those parts of the South 1/2 of Section 32, the Northeast 1/4 of Section 29 and the Fractional North 1/2 of Section 28, all Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District, containing 568.70 hectares, more or less

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and land covered by water;

“Management Plan” means the plan contained in the schedule attached to this Agreement entitled “Management Plan Schedule” and any amendments or replacements thereto;

“Professional Agrologist” means an agrologist who is a member in good standing of the British Columbia Institute of Agrologists;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Rent” means the rent set out in Article 4;

“Security” means the security referred to in section 7.1 or 7.2, as replaced or supplemented in accordance with section 7.5;

“Term” means the period of time set out in section 2.2;

“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Lessee: that combination is referred to as **“the parties”**; and

“you” or “your” refers to the Lessee.

1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.

- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Where this Agreement contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words will have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained in this Agreement, unless the context requires another construction of those words.



**ARTICLE 2 - GRANT, TERM AND ASSOCIATED
PRIVATE PROPERTIES**

- 2.1 On the terms and conditions set out in this Agreement, we grant you a lease of the land for grazing livestock or harvesting forage purposes, as set out in the Management Plan.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 20th anniversary of that date, or such earlier date provided for in this Agreement and despite any other provisions of this Agreement.
- 2.3 We shall not be obliged to extend the Term or issue a new lease at the end of the Term.
- 2.4 You shall exercise the rights granted under this Agreement only so long as
 - (a) you are using the Land set out in the Management Plan (under the heading “Associated Private Properties”) for grazing purposes or such other agricultural purposes as may be approved in the Management Plan; and
 - (b) there is appropriate access to the Land as approved in the Management Plan.

ARTICLE 3 - MANAGEMENT PLANS

- 3.1 You shall use and occupy the Land only in accordance with and for the purposes set out in the Management Plan and you shall otherwise comply with the Management Plan.
- 3.2 You shall make no changes to the Management Plan without our prior written approval.
- 3.3 You shall prepare an updated Management Plan for our approval if and when we so request.
- 3.4 All Management Plans shall be in the form and shall have the content we may require from time to time.
- 3.5 You shall have your Management Plan (or part of the Management Plan) prepared by or approved by a Professional Agrologist (at your expense) if and when we so request; provided, however, that we may make such a request only if:
 - (a) we are reasonably of the opinion that there is an issue on the merits of the plan; and
 - (b) the issue is one which is within the expertise of a Professional Agrologist.



ARTICLE 4 - RENT

- 4.1 You will pay to us:
- (a) for the first year of the Term, Rent of \$500.00, payable in advance on the Commencement Date; and
 - (b) for each year during the remainder of the Term, the Rent either determined by us under section 4.2 or established under section 4.3, payable in advance on each anniversary of the Commencement Date.
- 4.2 We will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Rent payable by you under subsection 4.1(b) for the subsequent year of the Term and we will establish such Rent in accordance with our policies applicable to your use of the Land under this Agreement.
- 4.3 If we do not give notice to you under section 4.2, the Rent payable by you under section 4.1(b) for the year for which notice was not given will be the same as the Rent payable by you for the preceding year of the Term.

ARTICLE 5 - COVENANTS

- 5.1 You must
- (a) pay, when due,
 - (i) the Rent to us at the address set out in Article 11,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land;
 - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
 - (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or Improvements, and
 - (ii) the provisions of this Agreement;

- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan;
- (g) not use or develop the Land for residential purposes;
- (h) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Land except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act*, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) consent to any application made by us under the *Agricultural Land Commission Act* to designate the Land as or as part of an agricultural land reserve within the meaning of that Act, and to execute all documents, instruments and contracts that we may reasonably require in support of the application;
- (l) at our written request and at your expense, construct fences in the locations on the Land and to the standards required by us within the time specified by us (within the time specified by us), and repair and maintain any such fences or existing fences;
- (m) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land;



- (n) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption to your operations;
- (o) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or nonperformance of a provision of this Agreement, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (p) on the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 60 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Land,
 - (iii) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (iv) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

- 5.2 You will not permit any person to do anything you are restricted from doing under this Article.
- 5.3 Subject to the provisions of this Agreement to the contrary, you shall have quiet enjoyment of the Land.

ARTICLE 6 - LIMITATIONS

- 6.1 You agree with us that
- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
 - (b) this Agreement is subject to
 - (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act* or *Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
 - (c) without limiting subsection 5.1(o), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act* or *Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
 - (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.

- (e) with your prior consent, which consent you will not unreasonably withhold, we may make other dispositions of or over the Land, or any part of it, to a person, including a Crown agency or ministry, and, upon such consent being given you will, if required by us in the case of a disposition by way of easement, right of way or statutory right of way, immediately execute and deliver to us such instrument as may be necessary to subordinate your rights under this Agreement to such easement, right of way or statutory right of way; provided, however, that your consent shall not be required for any disposition we may wish to make of land which we have resumed pursuant to the *Land Act* or pursuant to subsection 6.1(p)
- (f) for the purpose of subsection (e), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would materially affect the exercise of your rights under this Agreement;
- (g) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (h) subject to subsection (g), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (i) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (j) any interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e) will not constitute a breach of our covenant of quiet enjoyment and you release and discharge us from all claims for loss or damage arising directly or indirectly out of any such interference;
- (k) we own and may dispose of all timber on the Land, and this Agreement transfers no interest in or to timber on the Land;
- (l) the Secwepemc may access the land to use and gather traditional sustenance resources, medicines and other cultural heritage resources, including hunting and fishing and maintain their traditional practices and spiritual relationship to the land, in a manner that respects the grazing lease activities and does not interfere with grazing or forage use; any access issues that may arise may be addressed in the Management Plan;

- (m) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (n) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 5.1(p)(ii) or (iii) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 5.1(p)(ii) or the time period provided for in the direction or permission given under paragraph 5.1(p)(iii);
- (o) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly tenant only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary;
- (p) at any time during the Term we may resume, without your consent, up to 5% of the area of the Land for either or both of the following purposes:
 - (i) if we are reasonably of the opinion that the Land (or part of the Land) is needed for intensive land use not compatible with the grazing lease; or
 - (ii) if the Land (or part of it) is needed to provide for permanent road access to land beyond the lease area where no other practical options exist;
- (q) we have the discretion to choose which portion or portions of the Land we may resume; however, we shall consult with you before making any such deletions for the purpose of attempting to minimize adverse impacts to your ranching operation;
- (r) you shall not be entitled to any compensation as a result of our resumption; and
- (s) our right to resume as set out herein is in addition to our rights under section 50(1)(a) of the *Land Act*.

6.2 The following provisions apply with respect to the activities of others on the Land:

- (a) You acknowledge that, despite subsection 6.1(e), other persons may now have or may in the future be given the right to carry out timber harvesting, silviculture and fire protection (and road construction and road maintenance concerning any of them).
- (b) If any person wishes to carry out any of the activities listed in subsection (a) (and has the right to do so) the following shall apply:

- (i) When you become aware of the proposed activity, you shall contact the person or persons who intend to carry out the activity and you shall attempt to reach an agreement as to how and when the activity shall be carried out and how your respective rights can be accommodated;
- (ii) If you are unable to reach such an agreement, you shall contact the Director, Ministry of Forests and Range, Range Branch, advise him or her of the situation, and you shall comply with his or her directions in this respect.

ARTICLE 7 - SECURITY AND INSURANCE

- 7.1 On the Commencement Date, you will deliver to us security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 7.2 Despite section 7.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 7.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 7.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 7.1, less all amounts drawn down by us under section 7.3.
- 7.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by

you.

7.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$0.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

7.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 7.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

7.8 You shall provide, maintain, and pay for any additional insurance which you are required by



law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

7.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 8 - ASSIGNMENT

- 8.1 You must not sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 8.2 For the purpose of section 8.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 8.3 Section 8.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 8.4 Prior to considering a request for our consent under section 8.1, we may require you to meet certain conditions, including without limitation, that you submit to us a “site profile”, “preliminary site investigation” or “detailed site investigation” (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the Land.

ARTICLE 9 - TERMINATION

- 9.1 You agree with us that
- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
 - (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;

- (c) if you transfer or assign your interest in fee simple in all that parcel or tract of land more particularly described as the Southeast 1/4 of Section 31, Township 19, Range 26, W6M, Kamloops Division of Yale District;
- (d) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (e) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (f) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent; or
- (g) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all of your right, interest and estate in the Land will be absolutely forfeited to us.

9.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

9.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 9.1; and

- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 10 - DISPUTE RESOLUTION

- 10.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 10.2 Subject to section 10.5, if a dispute under this Agreement cannot be resolved under section 10.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 10.3 The cost of the arbitration referred to in section 10.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 10.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, British Columbia.
- 10.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 10.2.

ARTICLE 11 - NOTICE

- 11.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF FORESTS AND RANGE
Range Branch
441 Columbia St
Kamloops BC V2C 2T3;

to you

PETER BURDEN MCALLISTER

PO Box 38
Cache Creek, BC V0K 1H0;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 11.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 11.1.
- 11.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 12 - MISCELLANEOUS

- 12.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 12.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 12.3 The grant of a sublease, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublease, assignment or transfer of this Agreement.
- 12.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 12.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of



your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as

- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
- (b) you diligently attempt to remove the delay.

12.6 You agree with us that

- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

12.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative

Minister responsible for the *Land Act*
or the minister's authorized representative



344270

File No.: 0095747
Disposition No.: 853355

SIGNED by
PETER BURDEN MCALLISTER

Lessee

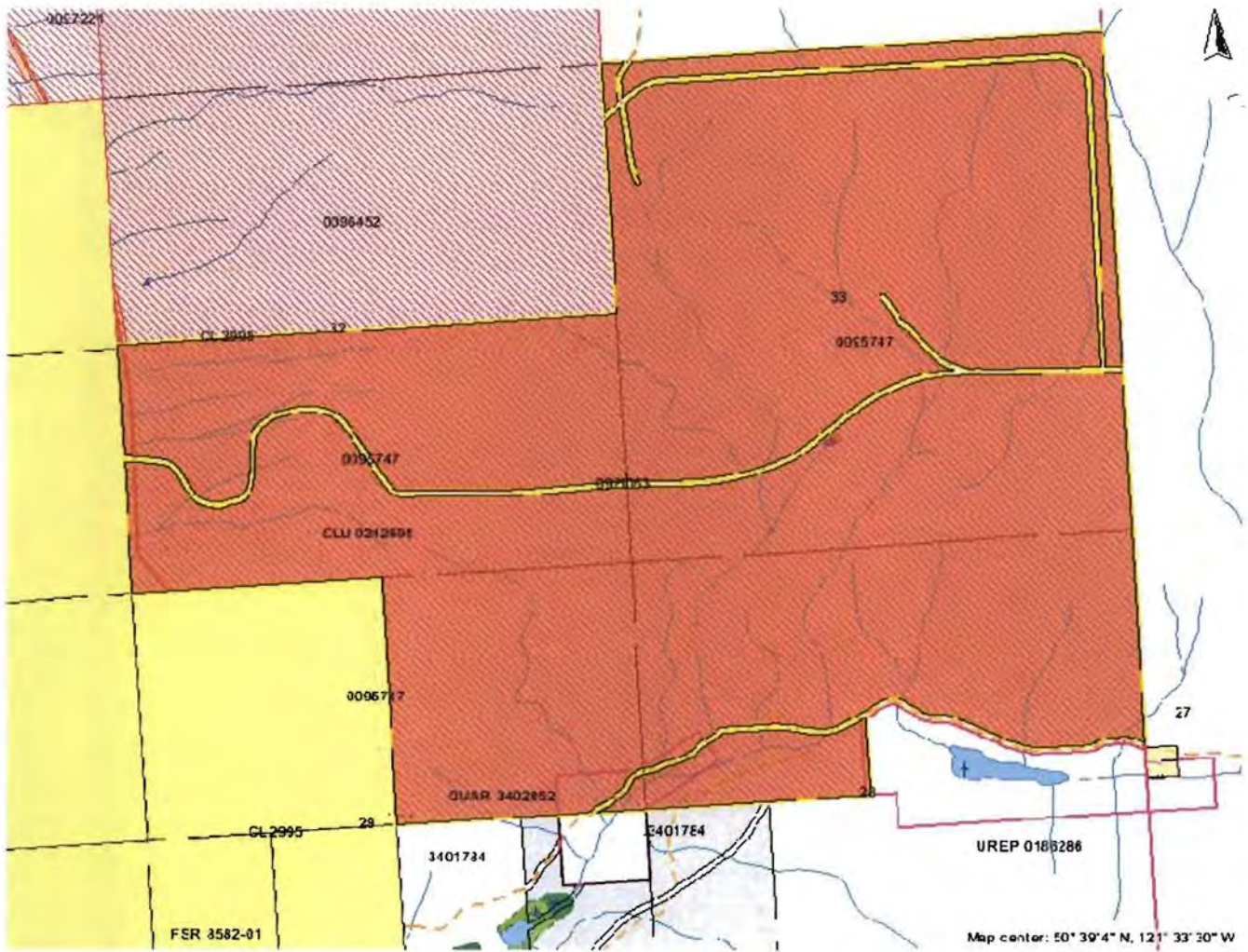


344270

File No.: 0095747
Disposition No.: 853355

LEGAL DESCRIPTION SCHEDULE

That part of Section 33 together with those parts of the South 1/2 of Section 32, the Northeast 1/4 of Section 29 and the Fractional North 1/2 of Section 28, all Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District, containing 568.70 hectares, more or less





344270

File No.: 0095747
Disposition No.: 853355

MANAGEMENT PLAN SCHEDULE

Associated Private Properties

The Southeast 1/4, Section 31, Township 19, Range 26, Kamloops Division of Yale District
PID: 014-646-129



Grazing Lease Assignment Application

Date package sent out: April 17, 2024	Prepared by: Valerie Valentine
File Number: 15700-30/HatCreek, 0095747	Agreement Number: 344270

Current agreement-holder's name: HAT CREEK LAND & CATTLE COMPANY LTD.

Legal description of grazing lease parcels: That part of Section 33 together with those parts of the South 1/2 of Section 32, the Northeast 1/4 of Section 29 and the Fractional North 1/2 of Section 28, all Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District, containing 568.70 hectares, more or less.

Purpose: Grazing

Agreement commencement date: 2007-01-18

Lease fees are currently paid to: 2025-01-17

Rural property taxes in good standing? **YES** **NO**
 Folio Nos. 730 012096.000, 730 012104.000

Associated Private Properties classified as farm status? **YES** **NO**

Do you have the original agreement document? **YES** **NO**

To qualify to hold this tenure, the assignee(s) must meet the following eligibility requirements:

- 19 years of age or older and Canadian citizen or Landed Immigrant (permanent residents of Canada)
- If a company, a corporation registered in the Province of British Columbia or incorporated under the laws of Canada and must be a company in good standing
- A registered Society incorporated pursuant to the Society Act
(i.e. - Community Organization - must be accompanied with written confirmation that the relevant local government, board or council declines to apply for Crown land on behalf of the Organization but does not object to the proposed use)
- An Indian Band, as endorsed by a Band Council Resolution
- Use will comply with lease agreement and lease lands will not be used for residential purposes.

If you meet the above requirements and are sure you want to proceed with the assignment of this agreement, please complete the enclosed **Application Form** and return with the **Assignment fee of \$262.50 payable to Minister of Finance** [non-refundable and non-transferrable].

Please indicate name and address where future billings/correspondence should be mailed to (billing responsibility):

Once all signatures have been obtained, please return to our office together with:

Original or Certified True Copy of Agreement # **344270**

(If original tenure document is lost or destroyed, a Statutory Declaration must be completed and returned together with a cheque for \$50.00 for issuance of a *Certified True Copy*.)

Statutory Declaration for Agricultural Corporation (if applicable)

(signed in the presence of a Commissioner for taking Affidavits for British Columbia or a Notary Public in and for the Province of BC)

Statutory Declaration for lost agreement document (if applicable)

(signed in the presence of a Commissioner for taking Affidavits for British Columbia or a Notary Public in and for the Province of BC)

A Tax Clearance Certificate or other proof that the taxes are in good standing

Applicant Holdings (associated private lands). Provide State of Title Certificate or Title search:
PID No: 014-646-129

Please note an updated Management Plan may be required.

Upon receipt of all information and clearance of outstanding issues, we will then prepare the Assignment Agreement (in triplicate) and send to you for signatures of the assignor(s) and assignee(s).

Please note that no legal advice can be given by Ministry of Forests, Lands and Natural Resource Operations. Questions of this nature should be directed to a lawyer or notary.

Also, as a result of recent Supreme Court decisions, the Ministry of Forests, Lands and Natural Resource Operations are required to consult with First Nations on all Assignments. Generally, this is a 30 day Notification Letter to affected Bands. As a result, there is a time frame of 45-60 days to finalize documentation for Assignments.

Lease No.:

344647

File No.: 0096200

Disposition No.: 865639

THIS AGREEMENT is dated for reference June 6th, 2008 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

HAT CREEK LAND & CATTLE CO. LTD. "Inc. No. 0816913"
106 – 2480 Mt. Lehman Rd.
Abbotsford, BC V4X 2N3

(the "Lessee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this lease;

"Commencement Date" means June 22nd, 2008;

"disposition" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

“Land” means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled “Legal Description Schedule”:

That part of the West 1/2 of Section 19; That part of the Southwest 1/4 and South 1/2 of the Northwest 1/4 of Section 30, together with all that Unsurveyed Crown land situated in the vicinity of Pocock Creek, Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District and containing 416.6 hectares more or less

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and land covered by water;

“Management Plan” means the plan contained in the schedule attached to this Agreement entitled “Management Plan Schedule” and any amendments or replacements thereto;

“Professional Agrologist” means an agrologist who is a member in good standing of the British Columbia Institute of Agrologists;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Rent” means the rent set out in Article 4;

“Security” means the security referred to in section 7.1 or 7.2, as replaced or supplemented in accordance with section 7.5;

“Term” means the period of time set out in section 2.2;

“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Lessee: that combination is referred to as **“the parties”**; and

“you” or “your” refers to the Lessee.

1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Where this Agreement contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words will have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained in this Agreement, unless the context requires another construction of those words.

**ARTICLE 2 - GRANT, TERM AND ASSOCIATED
PRIVATE PROPERTIES**

- 2.1 On the terms and conditions set out in this Agreement, we grant you a lease of the land for grazing livestock or harvesting forage purposes, as set out in the Management Plan.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 20th anniversary of that date, or such earlier date provided for in this Agreement and despite any other provisions of this Agreement.
- 2.3 We shall not be obliged to extend the Term or issue a new lease at the end of the Term.
- 2.4 You shall exercise the rights granted under this Agreement only so long as
- (a) you are using the Land set out in the Management Plan (under the heading “Associated Private Properties”) for grazing purposes or such other agricultural purposes as may be approved in the Management Plan; and
 - (b) there is appropriate access to the Land as approved in the Management Plan.

ARTICLE 3 - MANAGEMENT PLANS

- 3.1 You shall use and occupy the Land only in accordance with and for the purposes set out in the Management Plan and you shall otherwise comply with the Management Plan.
- 3.2 You shall make no changes to the Management Plan without our prior written approval.
- 3.3 You shall prepare an updated Management Plan for our approval if and when we so request.
- 3.4 All Management Plans shall be in the form and shall have the content we may require from time to time.
- 3.5 You shall have your Management Plan (or part of the Management Plan) prepared by or approved by a Professional Agrologist (at your expense) if and when we so request; provided, however, that we may make such a request only if:
- (a) we are reasonably of the opinion that there is an issue on the merits of the plan; and
 - (b) the issue is one which is within the expertise of a Professional Agrologist.

ARTICLE 4 - RENT

- 4.1 You will pay to us:
- (a) for the first year of the Term, Rent of \$500.00, payable in advance on the Commencement Date; and
 - (b) for each year during the remainder of the Term, the Rent either determined by us under section 4.2 or established under section 4.3, payable in advance on each anniversary of the Commencement Date.
- 4.2 We will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Rent payable by you under subsection 4.1(b) for the subsequent year of the Term and we will establish such Rent in accordance with our policies applicable to your use of the Land under this Agreement.
- 4.3 If we do not give notice to you under section 4.2, the Rent payable by you under section 4.1(b) for the year for which notice was not given will be the same as the Rent payable by you for the preceding year of the Term.

ARTICLE 5 - COVENANTS

- 5.1 You must
- (a) pay, when due,
 - (i) the Rent to us at the address set out in Article 11,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land;
 - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
 - (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or Improvements, and
 - (ii) the provisions of this Agreement;

- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan;
- (g) not use or develop the Land for residential purposes;
- (h) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Land except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act*, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) consent to any application made by us under the *Agricultural Land Commission Act* to designate the Land as or as part of an agricultural land reserve within the meaning of that Act, and to execute all documents, instruments and contracts that we may reasonably require in support of the application;
- (l) at our written request and at your expense, construct fences in the locations on the Land and to the standards required by us within the time specified by us (within the time specified by us), and repair and maintain any such fences or existing fences;
- (m) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land;

- (n) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption to your operations;
- (o) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or nonperformance of a provision of this Agreement, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (p) on the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 60 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Land,
 - (iii) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (iv) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

- 5.2 You will not permit any person to do anything you are restricted from doing under this Article.
- 5.3 Subject to the provisions of this Agreement to the contrary, you shall have quiet enjoyment of the Land.

ARTICLE 6 - LIMITATIONS

- 6.1 You agree with us that
- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
 - (b) this Agreement is subject to
 - (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act* or *Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
 - (c) without limiting subsection 5.1(o), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act* or *Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
 - (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.

- (e) with your prior consent, which consent you will not unreasonably withhold, we may make other dispositions of or over the Land, or any part of it, to a person, including a Crown agency or ministry, and, upon such consent being given you will, if required by us in the case of a disposition by way of easement, right of way or statutory right of way, immediately execute and deliver to us such instrument as may be necessary to subordinate your rights under this Agreement to such easement, right of way or statutory right of way; provided, however, that your consent shall not be required for any disposition we may wish to make of land which we have resumed pursuant to the *Land Act* or pursuant to subsection 6.1(p)
- (f) for the purpose of subsection (e), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would materially affect the exercise of your rights under this Agreement;
- (g) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (h) subject to subsection (g), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (i) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (j) any interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e) will not constitute a breach of our covenant of quiet enjoyment and you release and discharge us from all claims for loss or damage arising directly or indirectly out of any such interference;
- (k) we own and may dispose of all timber on the Land, and this Agreement transfers no interest in or to timber on the Land;
- (l) the Secwepemc may access the land to use and gather traditional sustenance resources, medicines and other cultural heritage resources, including hunting and fishing and maintain their traditional practices and spiritual relationship to the land, in a manner that respects the grazing lease activities and does not interfere with grazing or forage use; any access issues that may arise may be addressed in the Management Plan;

- (m) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (n) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 5.1(p)(ii) or (iii) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 5.1(p)(ii) or the time period provided for in the direction or permission given under paragraph 5.1(p)(iii);
- (o) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly tenant only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary;
- (p) at any time during the Term we may resume, without your consent, up to 5% of the area of the Land for either or both of the following purposes:
 - (i) if we are reasonably of the opinion that the Land (or part of the Land) is needed for intensive land use not compatible with the grazing lease; or
 - (ii) if the Land (or part of it) is needed to provide for permanent road access to land beyond the lease area where no other practical options exist;
- (q) we have the discretion to choose which portion or portions of the Land we may resume; however, we shall consult with you before making any such deletions for the purpose of attempting to minimize adverse impacts to your ranching operation;
- (r) you shall not be entitled to any compensation as a result of our resumption; and
- (s) our right to resume as set out herein is in addition to our rights under section 50(1)(a) of the *Land Act*.

6.2 The following provisions apply with respect to the activities of others on the Land:

- (a) You acknowledge that, despite subsection 6.1(e), other persons may now have or may in the future be given the right to carry out timber harvesting, silviculture and fire protection (and road construction and road maintenance concerning any of them).
- (b) If any person wishes to carry out any of the activities listed in subsection (a) (and has the right to do so) the following shall apply:

- (i) When you become aware of the proposed activity, you shall contact the person or persons who intend to carry out the activity and you shall attempt to reach an agreement as to how and when the activity shall be carried out and how your respective rights can be accommodated;
- (ii) If you are unable to reach such an agreement, you shall contact the Director, Ministry of Forests and Range, Range Branch, advise him or her of the situation, and you shall comply with his or her directions in this respect.

ARTICLE 7 - SECURITY AND INSURANCE

- 7.1 On the Commencement Date, you will deliver to us security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 7.2 Despite section 7.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 7.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 7.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 7.1, less all amounts drawn down by us under section 7.3.
- 7.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;
- and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by

you.

7.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$0.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

7.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 7.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

7.8 You shall provide, maintain, and pay for any additional insurance which you are required by

law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

7.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 8 - ASSIGNMENT

8.1 You must not sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.

8.2 For the purpose of section 8.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.

8.3 Section 8.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.

8.4 Prior to considering a request for our consent under section 8.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the Land.

ARTICLE 9 - TERMINATION

9.1 You agree with us that

(a) if you

(i) default in the payment of any money payable by you under this Agreement, or

(ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),

and your default or failure continues for 60 days after we give written notice of the default or failure to you,

(b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;

- (c) if you transfer or assign your interest in fee simple in all that parcel or tract of land more particularly described as Southeast 1/4 of Section 30, Township 19, Range 26, West of the Sixth Meridian, Kamloops Division Yale District (PID 014-646-111);
- (d) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (e) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (f) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent; or
- (g) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all of your right, interest and estate in the Land will be absolutely forfeited to us.

9.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

9.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 9.1; and

- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 10 - DISPUTE RESOLUTION

- 10.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 10.2 Subject to section 10.5, if a dispute under this Agreement cannot be resolved under section 10.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 10.3 The cost of the arbitration referred to in section 10.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 10.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, British Columbia.
- 10.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 10.2.

ARTICLE 11 - NOTICE

- 11.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF FORESTS AND RANGE
Range Branch
515 Columbia Street
Kamloops, BC V2C 2T7;

to you

HAT CREEK LAND & CATTLE CO. LTD.

106 – 2480 Mt. Lehman Road
Abbotsford, BC V4X 2N3;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 11.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 11.1.
- 11.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 12 - MISCELLANEOUS

- 12.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 12.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 12.3 The grant of a sublease, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublease, assignment or transfer of this Agreement.
- 12.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 12.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of

your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as

- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
- (b) you diligently attempt to remove the delay.

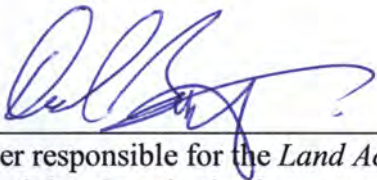
12.6 You agree with us that

- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

12.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative

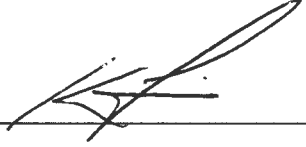


Minister responsible for the *Land Act*
or the minister's authorized representative

344647

File No.: 0096200
Disposition No.: 865639

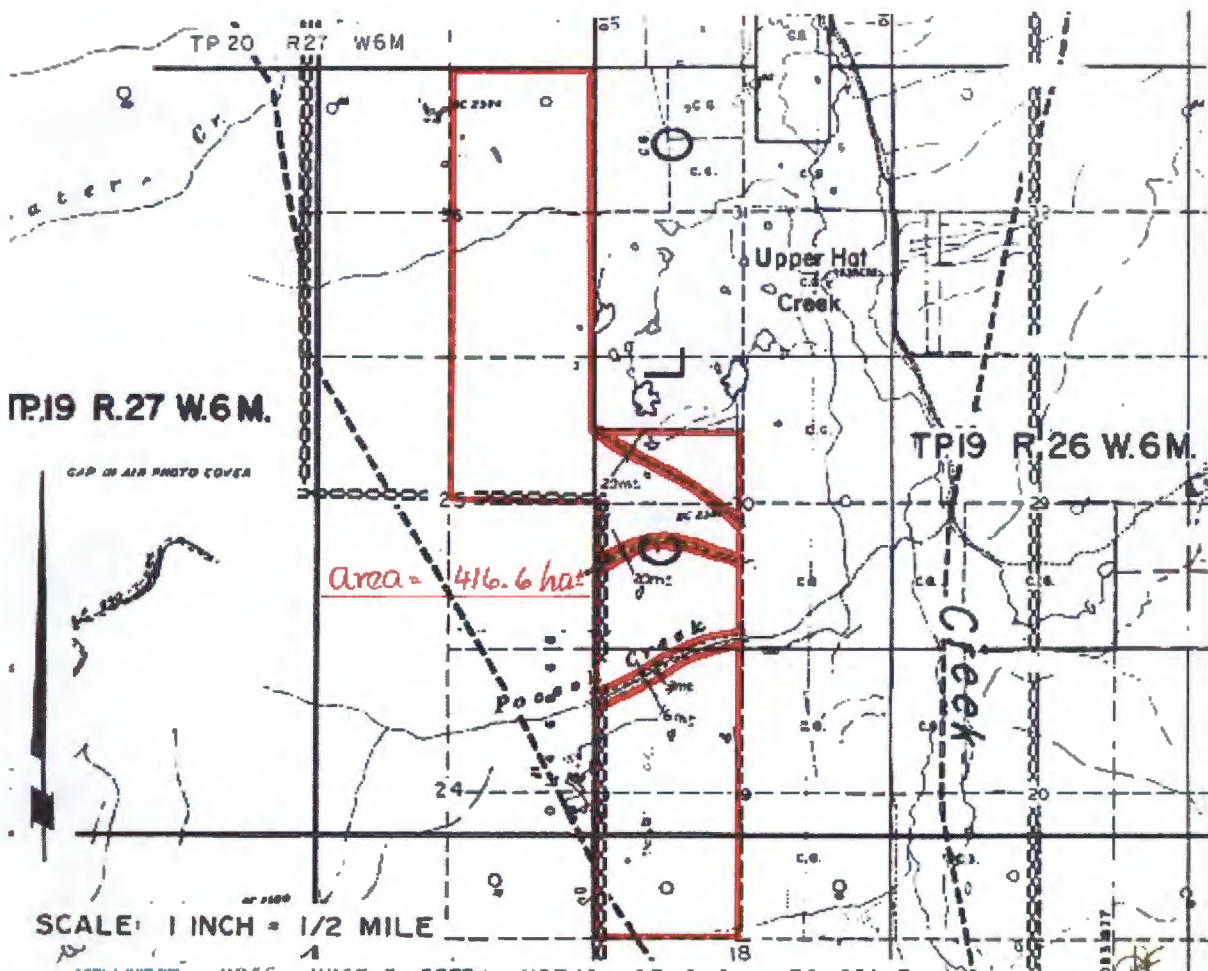
SIGNED on behalf of
HAT CREEK LAND & CATTLE CO. LTD.
by a duly authorized signatory

A handwritten signature in black ink, consisting of several loops and a horizontal stroke, positioned above a horizontal line.

Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

That part of the West 1/2 of Section 19; That part of the Southwest 1/4 and South 1/2 of the Northwest 1/4 of Section 30, together with all that Unsurveyed Crown land situated in the vicinity of Pocock Creek, Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District and containing 416.6 hectares more or less



344647

File No.: 0096200
Disposition No.: 865639

MANAGEMENT PLAN SCHEDULE

Associated Private Properties

The Southeast $\frac{1}{4}$ of Section 30, Township 19, Range 26, West of the Sixth Meridian, Kamloops
Division Yale District PID 014-646-111



Grazing Lease Assignment Application

Date package sent out: April 17, 2024	Prepared by: Valerie Valentine
File Number: 15700-30/HatCreek, 0096200	Agreement Number: 344647

Current agreement-holder's name: HAT CREEK LAND & CATTLE COMPANY LTD.

Legal description of grazing lease parcels: That part of the West 1/2 of Section 19; That part of the Southwest 1/4 and South 1/2 of the Northwest 1/4 of Section 30, together with all that Unsurveyed Crown land situated in the vicinity of Pocock Creek, all of Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District and containing 416.6 hectares more or less.

Purpose: Grazing

Agreement commencement date: 2008-06-22

Lease fees are currently paid to: 2024-06-21

Rural property taxes in good standing? **YES** **NO**

Folio Nos. 730 012442.000, 730 012080.000

Associated Private Properties classified as farm status? **YES** **NO**

Do you have the original agreement document? **YES** **NO**

To qualify to hold this tenure, the assignee(s) must meet the following eligibility requirements:

- 19 years of age or older and Canadian citizen or Landed Immigrant (permanent residents of Canada)
- If a company, a corporation registered in the Province of British Columbia or incorporated under the laws of Canada and must be a company in good standing
- A registered Society incorporated pursuant to the Society Act
(i.e. - Community Organization - must be accompanied with written confirmation that the relevant local government, board or council declines to apply for Crown land on behalf of the Organization but does not object to the proposed use)
- An Indian Band, as endorsed by a Band Council Resolution
- Use will comply with lease agreement and lease lands will not be used for residential purposes.

If you meet the above requirements and are sure you want to proceed with the assignment of this agreement, please complete the enclosed **Application Form** and return with the **Assignment fee of \$262.50 payable to Minister of Finance** [non-refundable and non-transferrable].

Please indicate name and address where future billings/correspondence should be mailed to (billing responsibility):

Once all signatures have been obtained, please return to our office together with:

Original or Certified True Copy of Agreement # **344647**

(If original tenure document is lost or destroyed, a Statutory Declaration must be completed and returned together with a cheque for \$50.00 for issuance of a *Certified True Copy*.)

Statutory Declaration for Agricultural Corporation (if applicable)

(signed in the presence of a Commissioner for taking Affidavits for British Columbia or a Notary Public in and for the Province of BC)

Statutory Declaration for lost agreement document (if applicable)

(signed in the presence of a Commissioner for taking Affidavits for British Columbia or a Notary Public in and for the Province of BC)

A Tax Clearance Certificate or other proof that the taxes are in good standing

Applicant Holdings (associated private lands). Provide State of Title Certificate or Title search:

PID: 014-646-111

Please note an updated Management Plan may be required.

Upon receipt of all information and clearance of outstanding issues, we will then prepare the Assignment Agreement (in triplicate) and send to you for signatures of the assignor(s) and assignee(s).

Please note that no legal advice can be given by Ministry of Forests, Lands and Natural Resource Operations. Questions of this nature should be directed to a lawyer or notary.

Also, as a result of recent Supreme Court decisions, the Ministry of Forests, Lands and Natural Resource Operations are required to consult with First Nations on all Assignments. Generally, this is a 30 day Notification Letter to affected Bands. As a result, there is a time frame of 45-60 days to finalize documentation for Assignments.



LEASE

Lease No.:

344646

File No.: 3401784

Disposition No.: 865652

THIS AGREEMENT is dated for reference June 6th, 2008 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

HAT CREEK LAND & CATTLE CO. LTD. "Inc. No. 816913"
106 – 2480 Mt. Lehman Rd
Abbotsford BC V4X 2N3

(the "Lessee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this lease;

"Commencement Date" means June 22nd, 2008;

"disposition" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

“Land” means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled “Legal Description Schedule”:

Those portions of Section 17, 20, 28 and 29, Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District, containing 269.8 hectares, more or less

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and land covered by water;

“Management Plan” means the plan contained in the schedule attached to this Agreement entitled “Management Plan Schedule” and any amendments or replacements thereto;

“Professional Agrologist” means an agrologist who is a member in good standing of the British Columbia Institute of Agrologists;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Rent” means the rent set out in Article 4;

“Security” means the security referred to in section 7.1 or 7.2, as replaced or supplemented in accordance with section 7.5;

“Term” means the period of time set out in section 2.2;

“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Lessee: that combination is referred to as **“the parties”**; and

“you” or “your” refers to the Lessee.

1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.

- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Where this Agreement contains the forms of words contained in Column I of Schedule 4 of the *Land Transfer Form Act*, those words will have the same effect and be construed as if the appropriate forms of words contained in Column II of that Schedule were contained in this Agreement, unless the context requires another construction of those words.

**ARTICLE 2 - GRANT, TERM AND ASSOCIATED
PRIVATE PROPERTIES**

- 2.1 On the terms and conditions set out in this Agreement, we grant you a lease of the land for grazing livestock or harvesting forage purposes, as set out in the Management Plan.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 20th anniversary of that date, or such earlier date provided for in this Agreement and despite any other provisions of this Agreement.
- 2.3 We shall not be obliged to extend the Term or issue a new lease at the end of the Term.
- 2.4 You shall exercise the rights granted under this Agreement only so long as
- (a) you are using the Land set out in the Management Plan (under the heading “Associated Private Properties”) for grazing purposes or such other agricultural purposes as may be approved in the Management Plan; and
 - (b) there is appropriate access to the Land as approved in the Management Plan.

ARTICLE 3 - MANAGEMENT PLANS

- 3.1 You shall use and occupy the Land only in accordance with and for the purposes set out in the Management Plan and you shall otherwise comply with the Management Plan.
- 3.2 You shall make no changes to the Management Plan without our prior written approval.
- 3.3 You shall prepare an updated Management Plan for our approval if and when we so request.
- 3.4 All Management Plans shall be in the form and shall have the content we may require from time to time.
- 3.5 You shall have your Management Plan (or part of the Management Plan) prepared by or approved by a Professional Agrologist (at your expense) if and when we so request; provided, however, that we may make such a request only if:
- (a) we are reasonably of the opinion that there is an issue on the merits of the plan; and
 - (b) the issue is one which is within the expertise of a Professional Agrologist.

ARTICLE 4 - RENT

- 4.1 You will pay to us:
- (a) for the first year of the Term, Rent of \$500.00, payable in advance on the Commencement Date; and
 - (b) for each year during the remainder of the Term, the Rent either determined by us under section 4.2 or established under section 4.3, payable in advance on each anniversary of the Commencement Date.
- 4.2 We will, not later than 15 days before each anniversary of the Commencement Date during the Term, give written notice to you specifying in our sole discretion the Rent payable by you under subsection 4.1(b) for the subsequent year of the Term and we will establish such Rent in accordance with our policies applicable to your use of the Land under this Agreement.
- 4.3 If we do not give notice to you under section 4.2, the Rent payable by you under section 4.1(b) for the year for which notice was not given will be the same as the Rent payable by you for the preceding year of the Term.

ARTICLE 5 - COVENANTS

- 5.1 You must
- (a) pay, when due,
 - (i) the Rent to us at the address set out in Article 11,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land;
 - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
 - (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or Improvements, and
 - (ii) the provisions of this Agreement;

- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) not construct, place or affix any Improvement on or to the Land except as permitted in the Management Plan;
- (g) not use or develop the Land for residential purposes;
- (h) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Land except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act*, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) consent to any application made by us under the *Agricultural Land Commission Act* to designate the Land as or as part of an agricultural land reserve within the meaning of that Act, and to execute all documents, instruments and contracts that we may reasonably require in support of the application;
- (l) at our written request and at your expense, construct fences in the locations on the Land and to the standards required by us within the time specified by us (within the time specified by us), and repair and maintain any such fences or existing fences;
- (m) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land;



- (n) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption to your operations;
- (o) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or nonperformance of a provision of this Agreement, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (p) on the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 60 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Land,
 - (iii) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
 - (iv) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

- 5.2 You will not permit any person to do anything you are restricted from doing under this Article.
- 5.3 Subject to the provisions of this Agreement to the contrary, you shall have quiet enjoyment of the Land.

ARTICLE 6 - LIMITATIONS

- 6.1 You agree with us that
- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
 - (b) this Agreement is subject to
 - (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
 - (c) without limiting subsection 5.1(o), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
 - (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.



- (e) with your prior consent, which consent you will not unreasonably withhold, we may make other dispositions of or over the Land, or any part of it, to a person, including a Crown agency or ministry, and, upon such consent being given you will, if required by us in the case of a disposition by way of easement, right of way or statutory right of way, immediately execute and deliver to us such instrument as may be necessary to subordinate your rights under this Agreement to such easement, right of way or statutory right of way; provided, however, that your consent shall not be required for any disposition we may wish to make of land which we have resumed pursuant to the *Land Act* or pursuant to subsection 6.1(p)
- (f) for the purpose of subsection (e), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would materially affect the exercise of your rights under this Agreement;
- (g) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (h) subject to subsection (g), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (i) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (j) any interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e) will not constitute a breach of our covenant of quiet enjoyment and you release and discharge us from all claims for loss or damage arising directly or indirectly out of any such interference;
- (k) we own and may dispose of all timber on the Land, and this Agreement transfers no interest in or to timber on the Land;
- (l) the Secwepemc may access the land to use and gather traditional sustenance resources, medicines and other cultural heritage resources, including hunting and fishing and maintain their traditional practices and spiritual relationship to the land, in a manner that respects the grazing lease activities and does not interfere with grazing or forage use; any access issues that may arise may be addressed in the Management Plan;

- (m) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (n) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Agreement, except where an Improvement may be removed under paragraph 5.1(p)(ii) or (iii) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 5.1(p)(ii) or the time period provided for in the direction or permission given under paragraph 5.1(p)(iii);
- (o) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly tenant only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary;
- (p) at any time during the Term we may resume, without your consent, up to 5% of the area of the Land for either or both of the following purposes:
 - (i) if we are reasonably of the opinion that the Land (or part of the Land) is needed for intensive land use not compatible with the grazing lease; or
 - (ii) if the Land (or part of it) is needed to provide for permanent road access to land beyond the lease area where no other practical options exist;
- (q) we have the discretion to choose which portion or portions of the Land we may resume; however, we shall consult with you before making any such deletions for the purpose of attempting to minimize adverse impacts to your ranching operation;
- (r) you shall not be entitled to any compensation as a result of our resumption; and
- (s) our right to resume as set out herein is in addition to our rights under section 50(1)(a) of the *Land Act*.

6.2 The following provisions apply with respect to the activities of others on the Land:

- (a) You acknowledge that, despite subsection 6.1(e), other persons may now have or may in the future be given the right to carry out timber harvesting, silviculture and fire protection (and road construction and road maintenance concerning any of them).
- (b) If any person wishes to carry out any of the activities listed in subsection (a) (and has the right to do so) the following shall apply:

- (i) When you become aware of the proposed activity, you shall contact the person or persons who intend to carry out the activity and you shall attempt to reach an agreement as to how and when the activity shall be carried out and how your respective rights can be accommodated;
- (ii) If you are unable to reach such an agreement, you shall contact the Director, Ministry of Forests and Range, Range Branch, advise him or her of the situation, and you shall comply with his or her directions in this respect.

ARTICLE 7 - SECURITY AND INSURANCE

- 7.1 On the Commencement Date, you will deliver to us security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 7.2 Despite section 7.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 7.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 7.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 7.1, less all amounts drawn down by us under section 7.3.
- 7.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
 - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by

you.

7.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$0.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
 - (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
 - (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
 - (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
 - (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

7.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 7.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

7.8 You shall provide, maintain, and pay for any additional insurance which you are required by

law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

7.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 8 - ASSIGNMENT

- 8.1 You must not sublease, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 8.2 For the purpose of section 8.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 8.3 Section 8.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 8.4 Prior to considering a request for our consent under section 8.1, we may require you to meet certain conditions, including without limitation, that you submit to us a “site profile”, “preliminary site investigation” or “detailed site investigation” (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the Land.

ARTICLE 9 - TERMINATION

- 9.1 You agree with us that
- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
 - (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;



- (c) if you transfer or assign your interest in fee simple in all that parcel or tract of land more particularly described as The Southeast 1/4 of Section 30, Township 19, Range 26, West of the Sixth Meridian, Kamloops Division Yale District (PID 014-646-111);
- (d) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (e) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (f) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent; or
- (g) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at our option and with or without entry, terminate, and all of your right, interest and estate in the Land will be absolutely forfeited to us.

9.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

9.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 9.1; and

- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 10 - DISPUTE RESOLUTION

- 10.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 10.2 Subject to section 10.5, if a dispute under this Agreement cannot be resolved under section 10.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 10.3 The cost of the arbitration referred to in section 10.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 10.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, British Columbia.
- 10.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 10.2.

ARTICLE 11 - NOTICE

- 11.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF FORESTS AND RANGE
Range Branch
515 Columbia St.
Kamloops, BC V2C 2T7;

to you

HAT CREEK LAND & CATTLE CO. LTD.



106 – 2480 Mt. Lehman Rd
Abbotsford BC V4X 2N3

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 11.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 11.1.
- 11.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 12 - MISCELLANEOUS

- 12.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 12.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 12.3 The grant of a sublease, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublease, assignment or transfer of this Agreement.
- 12.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 12.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your



reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as

- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
- (b) you diligently attempt to remove the delay.

12.6 You agree with us that

- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

12.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

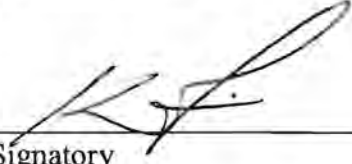
SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative

Minister responsible for the *Land Act*
or the minister's authorized representative

344646

File No.: 3401784
Disposition No.: 865652

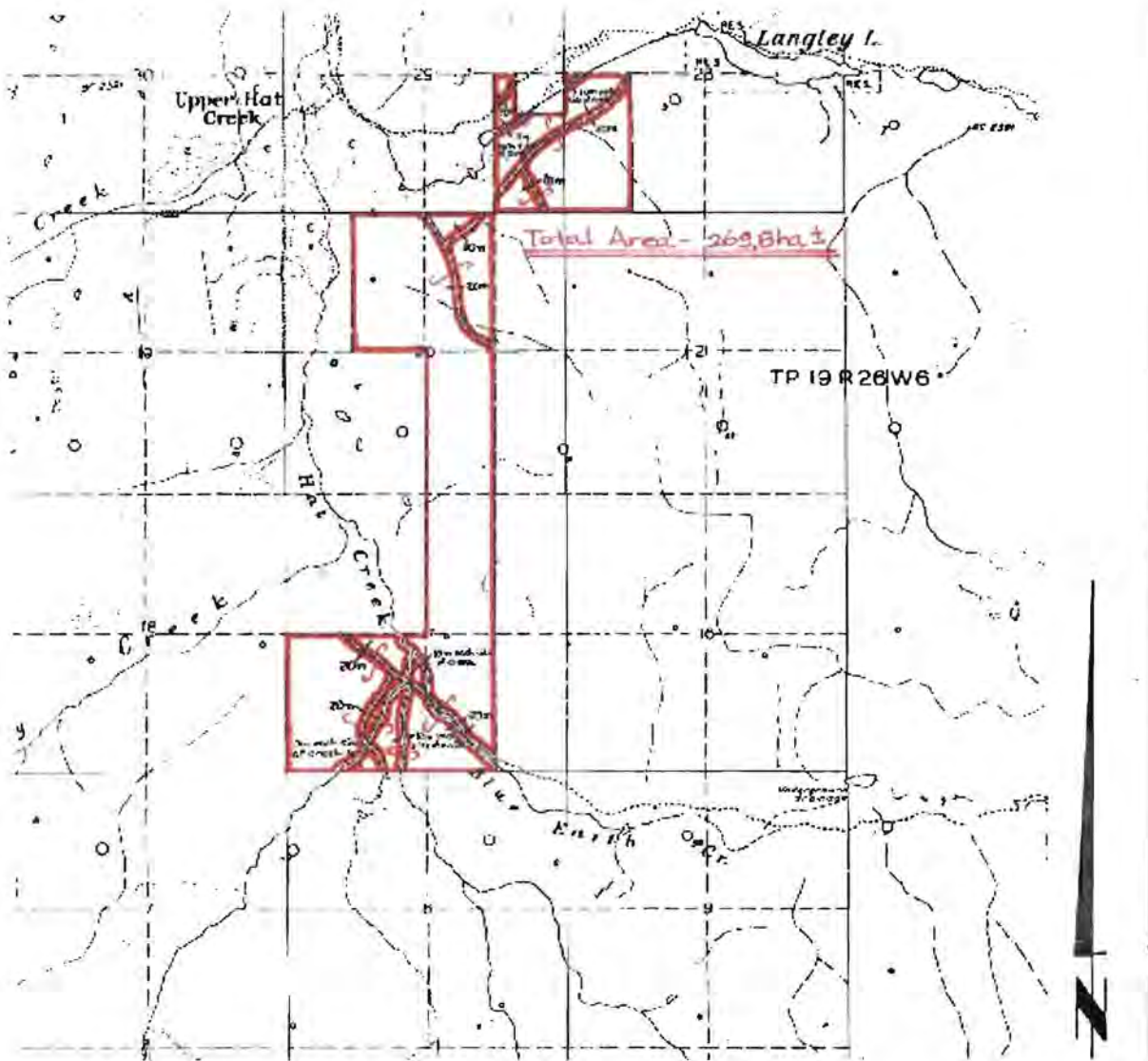
SIGNED on behalf of
HAT CREEK LAND & CATTLE CO. LTD.
by a duly authorized signatory

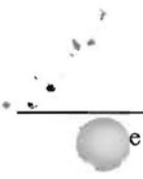


Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

Those portions of Section 17, 20, 28 and 29, Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District, containing 269.8 hectares, more or less





344646

File No.: 3401784
Disposition No.: 865652

MANAGEMENT PLAN SCHEDULE

Associated Private Properties

The Southeast ¼ of Section 30, Township 19, Range 26, West of the Sixth Meridian, Kamloops
Division Yale District PID 014-646-111



Grazing Lease Assignment Application

Date package sent out: April 17, 2024	Prepared by: Valerie Valentine
File Number: 15700-30/HatCreek, 3401784	Agreement Number: 344646

Current agreement-holder's name: HAT CREEK LAND & CATTLE COMPANY LTD.

Legal description of grazing lease parcels: Those portions of Section 17, 20, 28 and 29, Township 19, Range 26, West of the Sixth Meridian, Kamloops Division of Yale District, containing 269.8 hectares, more or less.

Purpose: Grazing

Agreement commencement date: 2008-06-22

Lease fees are currently paid to: 2024-06-21

Rural property taxes in good standing? **YES** **NO**

Folio Nos. 730 012070.500, 730 012084.000, 730 012068.005

Associated Private Properties classified as farm status? **YES** **NO**

Do you have the original agreement document? **YES** **NO**

To qualify to hold this tenure, the assignee(s) must meet the following eligibility requirements:

- 19 years of age or older and Canadian citizen or Landed Immigrant (permanent residents of Canada)
- If a company, a corporation registered in the Province of British Columbia or incorporated under the laws of Canada and must be a company in good standing
- A registered Society incorporated pursuant to the Society Act
(i.e. - Community Organization - must be accompanied with written confirmation that the relevant local government, board or council declines to apply for Crown land on behalf of the Organization but does not object to the proposed use)
- An Indian Band, as endorsed by a Band Council Resolution
- Use will comply with lease agreement and lease lands will not be used for residential purposes.

If you meet the above requirements and are sure you want to proceed with the assignment of this agreement, please complete the enclosed **Application Form** and return with the **Assignment fee of \$262.50 payable to Minister of Finance** [non-refundable and non-transferrable].

Please indicate name and address where future billings/correspondence should be mailed to (billing responsibility):

Once all signatures have been obtained, please return to our office together with:

Original or Certified True Copy of Agreement # **344646**

(If original tenure document is lost or destroyed, a Statutory Declaration must be completed and returned together with a cheque for \$50.00 for issuance of a *Certified True Copy*.)

Statutory Declaration for Agricultural Corporation (if applicable)

(signed in the presence of a Commissioner for taking Affidavits for British Columbia or a Notary Public in and for the Province of BC)

Statutory Declaration for lost agreement document (if applicable)

(signed in the presence of a Commissioner for taking Affidavits for British Columbia or a Notary Public in and for the Province of BC)

A Tax Clearance Certificate or other proof that the taxes are in good standing

Applicant Holdings (associated private lands). Provide State of Title Certificate or Title search:

PID: 014-646-111

Please note an updated Management Plan may be required.

Upon receipt of all information and clearance of outstanding issues, we will then prepare the Assignment Agreement (in triplicate) and send to you for signatures of the assignor(s) and assignee(s).

Please note that no legal advice can be given by Ministry of Forests, Lands and Natural Resource Operations. Questions of this nature should be directed to a lawyer or notary.

Also, as a result of recent Supreme Court decisions, the Ministry of Forests, Lands and Natural Resource Operations are required to consult with First Nations on all Assignments. Generally, this is a 30 day Notification Letter to affected Bands. As a result, there is a time frame of 45-60 days to finalize documentation for Assignments.

Grazing Lease Code of Practice for British Columbia



Ministry of Forests, Lands and Natural Resource Operations

Range Branch

August 2016



Introduction

Grazing leases provide an essential forage resource for British Columbia's livestock industry. These important grazing tenures also sustain biodiversity, water supplies, timber production and essential habitat for a variety of plants and animals (including many species listed "at risk").

This key component of many ranching operations also helps conserve rangeland and provide a safe, natural environment to support quality livestock production and food security for British Columbians.

The *Grazing Lease Code of Practice* outlines operational best practices and offers additional guidance to ensure the sustainable use of range resources. The goal is to promote responsible range management practices that sustain healthy rangelands for present and future generations.

History

A "grazing lease" is a type of *Land Act* tenure that leases Crown land to a tenure holder ("lessee") for the purpose of grazing and containing livestock. A grazing lease is one of the oldest forms of land tenure in British Columbia, with the first leases being issued in the 1860s.

Areas covered by grazing leases are typically near deeded lands and may encompass grasslands, open forests or closed forests, although the majority of them are timbered. These grazing lease areas are used in conjunction with associated private lands and grazing licences under the *Range Act*. Their close proximity allows for the safe management of livestock and together form an important component of the annual grazing cycle.

There are currently about 470 active grazing leases in the province. The majority are in the Thompson-Nicola, Cariboo-Chilcotin, Nadina and Peace regions. About half of all grazing lease areas are situated within the Agricultural Land Reserve.

Quiet enjoyment and public access

A grazing lease, like other leases, provides the lessee (also known as the tenure holder) with a right to "quiet enjoyment" of the lease area. Although third-party resource use on grazing lease land may be authorized by the government (as stated in the lease), such uses should only be permitted after the affected parties have been consulted and in a way that accommodates the grazing lease holder's use of the lease and the third party's authorized activities.

Exclusive possession is defended by a trespass action. A grazing lease represents an interest in a particular piece of land with a right to exclude others from using that land, subject to some exceptions. When authorizing a grazing lease, the province reserves the right to grant authorizations to third parties to also use the land, subject to subsisting rights under the *Coal Act*, *Forest Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Wildlife Act* or *Water Sustainability Act* (or any prior or subsequent provincial legislation that would have a similar effect).

The *Trespass Act* gives a lease holder the right to prevent public access to the grazing lease area, subject to some exceptions. If a lease holder gives people permission to access the grazing lease area during specified periods, the lease holder can stipulate that:

- public users will access the grazing lease at their own risk
- hikers will stay on existing roads and trails
- vehicles will stay on existing roads, and only when these roads are dry or frozen over
- all-terrain vehicles (ATVs), motorcycles and mountain bikes will stay on existing roads
- camping and campfires will not be allowed within the grazing lease area

Applied management principles

Sustainable rangeland management can be achieved by using the four “DURT” principles:

Distribution: distribute livestock over the range

Utilization: graze to the right use level

Rest: allow enough “rest” time during the growing season

Timing: graze at the right time and for the right duration)

Under normal circumstances, following the DURT principles will result in sustained forage productivity, enhanced animal welfare, and maintenance of environmental values that grazing leases help provide.

Grazing system selection

A variety of grazing management systems can be used to meet the goals of the DURT principles. Lease location, climate, the number of livestock being grazed, access to other grazing areas and other factors help determine which grazing management system a lease holder will choose.

Additional strategies (such as changing the timing of pasture use from one year to the next, or planning for a periodic, season-long rest for a particular pasture area) may also be incorporated into grazing management systems. The following table outlines risks to range health associated with various grazing systems.

Low risk	Low to moderate risk	Moderate to high risk
<ul style="list-style-type: none"> • dormant season use only • growing season use / low stocking density / rest periods incorporated into system • growing season use / moderate stocking density / delayed turnout systems • complementary use systems (domestic forage use combined with a native forage base) 	<ul style="list-style-type: none"> • growing season use / low to moderate stocking density / rest periods incorporated into system • growing season use / high stocking density / long rest periods incorporated into system 	<ul style="list-style-type: none"> • continuous grazing throughout the growing season / one-pasture system

Operational practices

The following practices and tools will help lessees achieve the goals outlined in the four DURT principles, depending on which grazing system is used:

Turning out livestock

The lessee will plan a turnout date that (in an average year) will coincide with the growth of sufficient new forage to sustain grazing and also allow for regrowth. A fixed turnout date allows the lessee to better plan winter feed supplies. Typically, a lessee will set the turnout date as late as possible.

However, variables such as prolonged winter conditions and feed supply levels may influence the decision when to turn out livestock. As a general rule, each day that you turn out livestock before the range is ready for it will result in the loss of three days of grazing time in the fall.

Removal of livestock

The lessee should plan a removal date that (in a typical year) will allow for sufficient forage regrowth and residual plant litter. However, local variables (such as seasonal precipitation or grasshopper infestations) may influence the decision when to remove livestock.

Recordkeeping

Historic recordkeeping helps assess the sustainability of range practices in B.C. A simple record indicating *pasture name*, *date of pasture entry*, *date of pasture exit* and *number of animals* should be maintained. Recordkeeping may also be required to substantiate lease billing and carrying capacity.

Salting

The careful placement of salt is one of the best tools for influencing forage use and the distribution of livestock. Done properly, it can draw livestock away from sensitive areas (such as riparian habitats) and encourage them to move into less frequently used upland areas.

As a general rule, salt should be placed at least 100 metres away from riparian areas, other watering sources or known sensitive areas. The locations of salt supplies should be changed each year to avoid the accumulated effects of salt leaching into the soil. (Alternatively, the salt could be placed in containers.)

Herding

Herding is a tool that's primarily used to influence livestock distribution and forage use. During drought periods, for example, the frequency of herding may be increased to ensure maximum distribution and the best use of available forage. Herding is also effective in reducing livestock use of sensitive areas.

Infrastructure maintenance

A good grazing management system can control the duration and timing of pasture use by livestock. Using fences (or a combination of fences and natural barriers) can help achieve this goal. Fences also provide increased security for livestock.

For fences to remain effective, they must be maintained regularly with annual inspections and repairs as required.

Other management considerations

Wildlife and species at risk

The federal *Species at Risk Act* defines critical habitat as “habitat that is necessary for the survival or recovery of a listed wildlife species and that is identified as the species’ critical habitat in the recovery strategy or in an action plan for the species.”

“Species at risk recovery” is when the decline of an endangered, threatened or extirpated species is stopped or reversed, and when threats are removed or reduced to improve the likelihood of a species’ success.

If a species at risk is found in a grazing lease area, operational practices will be adjusted. Typically, disturbances in wildlife habitat (or competition for that habitat) can be reduced by adjusting livestock distribution, scheduling or the level of use.

When the grazing lease holder effectively manages the lease area to obtain a sustainable supply of forage, he or she is also indirectly managing forage for local ungulate population (e.g. deer, sheep, moose, elk). Livestock grazing can benefit big game animals, which can follow livestock through pasture areas to graze on regrowth.

Riparian areas, water and fish habitat

Healthy, properly functioning riparian areas in grazing lease areas generally indicate that the grazing management system and operational practices are sustainable. Healthy riparian areas also indicate that water quality is being preserved and fish habitat is being conserved.

Maintaining sufficient vegetative cover and helps to sustain healthy, well-functioning riparian areas. When timber is harvested within the grazing lease area, it’s important to maintain sufficient cover and obstacles limiting the number of access points in the riparian area for livestock watering.

Other practices — such as providing off-stream water developments, defined access points to water sources (or “nose points”) and the strategic falling of individual trees to create obstacles — help minimize disturbances within riparian areas.

Invasive plants

The lessee (or any other authorized user) will, within their abilities, limit the establishment of new invasive plants in the leased area by seeding disturbed ground where appropriate. If invasive plants are discovered, their location should be reported to the appropriate regulatory body. Newly established, high-priority invasive plants may be removed by mechanical treatment.

Further information

This *Grazing Lease Code of Practice* was developed by the Range Branch of the Ministry of Forests, Lands and Natural Resource Operations, with the support and participation of the B.C. Cattlemen’s Association.

The ministry’s Range Branch has prepared a series of brochures on rangeland health, which are available online at: <https://www.for.gov.bc.ca/hra/Publications/index.htm>



Ministry of
Land, Water and
Resource Stewardship

280-30/2024 11710-06

DATE: 15 November 2023

SUBJECT: Increasing *Land Act* Minimum Rent from \$500 or \$600 to \$850 per year, Phased in Over Two (2) years at \$675 in Year One and to \$850 in Subsequent Years.

Dear TENURE HOLDER:

This letter is to inform you of the upcoming changes to *Land Act* annual minimum rent.

As of October 16, 2023, Treasury Board has approved to increase the Minimum Rental Rates from \$500 or \$600, to \$850 annually. As you may know, the minimum rent per year or per term has remained static for the past 20 years. Unlike other Crown land pricing mechanisms, the minimum rent is not subject to annual adjustments by the Consumer Price Index (CPI) or British Columbia Assessment (BCA) market land valuations. Over the years, both the CPI and BCA have shown significant increases, which led to disparity in the rental market equilibrium.

In consideration of the cumulative inflation adjustments and the escalating administrative costs associated with managing *Land Act* tenures, the Ministry will be implementing a phased approach to increase minimum annual rent from \$500 or \$600, to \$850. The adjustment will occur over a two-year period, with an incremental rent increase of \$175.00 per year and \$75.00 (initially for aquaculture). **Specifically, the new minimum rent will be \$675.00 in Year 1 and \$850.00 in subsequent years.**

If you have any questions or concerns, please contact LandsBranch@gov.bc.ca.

Sincerely,

A handwritten signature in black ink, appearing to read "Lynn Brunson".

Lynn Brunson
Director, Lands Branch
Ministry of Water, Land and Resource Stewardship



Ministry of Forests

Timber, Range, and
Economics Division

Range Branch
Headquarters

441 Columbia Street
Kamloops, British Columbia
V2C 2T3

Phone: (250) 371-3827
Fax: (250) 828-4987

MEMORANDUM

File: 15700-03

March 13, 2024

To: Regional Executive Directors, Ministry of Forests

From: Rae Haddow, Rangeland Policy Specialist, Range Branch

Re: *Land Act* Grazing Lease Forage Fees

Rental fees for grazing leases under the *Land Act* are paid annually on the anniversary of the lease agreement issuance date. Fees are updated August 1st of each year. These fees are the greater of the base rent, the forage fee, or the minimum annual rent of \$500. Forage fee rates for grazing leases in 2024 as calculated under *LWBC Land Policy: Grazing (2004)* are:

Forage Fee

\$4.16 per animal unit month (AUM)*

Animal unit months (AUMs) are the number of animal unit months established in the grazing lease management plan.

All fees are subject to G.S.T.

Please contact Valerie Valentine, Grazing Lease Administrator, at Range.GrazingLeases@gov.bc.ca with questions regarding grazing lease invoicing. For questions regarding the calculation of the forage fee, contact the undersigned.

Yours truly,

Rae Haddow, P.Ag.
Rangeland Policy Specialist
Range Branch

pc: Kevin Boon, General Manager, BC Cattlemen's Association
Lynn Brunsdon, Director, Lands Branch, Integrated Resource Operations Division

*The rate is calculated by multiplying the Stock Price by 93%. Tantalus requires the Stock Price (\$4.47) and applies the 93% at the time of invoicing.



Ministry of
Forests, Lands, Natural
Resource Operations
and Rural Development

Grazing Licence

FILE #: 15700-20/HATCREEKBRAUN

AGREEMENT #: RAN077604-1

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA
as represented by the
MINISTER OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS
AND RURAL DEVELOPMENT

THOMPSON RIVERS NATURAL RESOURCE DISTRICT
1265 DALHOUSIE DRIVE
KAMLOOPS, BRITISH COLUMBIA
V2C 5Z5

(the "Minister" and the "Province")

AND: HAT CREEK LAND & CATTLE COMPANY LTD.
HENRY BRAUN
VELMA GRACE BRAUN
106 - 2480 MT. LEHMAN RD
ABBOTSFORD, BRITISH COLUMBIA
V4X 2N3

("the Agreement Holder")

WHEREAS:

- A. The Minister offered the Agreement Holder a replacement for Grazing Licence Number **RAN077604-0**, 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, 2023** and ending on **December 31, 2047**.

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 **687** animal unit months ("AUMs").

4.00 ASSOCIATED PRIVATE LAND OR TENURE

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

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 Minister, in a notice, may require the Agreement Holder to prepare and send a report containing such information as the Minister requires regarding the Agreement Holder's performance of their 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 Minister 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 Minister. The livestock will be marked with the holder's registered brand or marked in another manner approved by the Minister.

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 Minister that:

- (a) the Agreement Holder has the ability to undertake and complete its obligations under the Licence;
- (b) the Agreement Holder is the owner of the fee simple lands, the lessee of the leased lands, and/or the holder of the tenure listed on the attached Exhibit C;
- (c) the Agreement Holder has the ability to undertake and complete the obligations under the licence within the term;
- (d) the Agreement Holder has the ability to carry out the 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 Agreement Holder's 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

Edi Torrans, P. Ag.
Acting District Manager

Edi Torrans

Hat Creek Land & Cattle Company Ltd.

KF

Henry Braun

DocuSigned by:
Henry Braun

Velma Grace Braun

54350CEA17EC419...
DocuSigned by:
Velma Braun
54350CEA17EC419...

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



Province of British Columbia

EXHIBIT A

MAP OF - RAN07684 Amendment #33672 (shown in bold black)			
FOREST REGION R10 FOREST DISTRICT D1A	TSA 11 LAND DISTRICT KDVD	PULPMOOD AGREEMENT PAG07 A	MGT UNIT TYPE TIMBER SUPPLY AREA MGT UNIT NO 11
ESF SUBMISSION ID 2017585 BCGS MAPSHEET NO 921073	SCALE 1:20000 at ANSI D Size Area (Ha) 3447.51	UTM 10 NAD NAD 83	DRAWN BY FTA DATE Dec 22 2020

Legend	
	Tensure Application
	Tensure Road Application
	Revised Tensure Road
	P1 C
	P1 T
	Crown Tensure
	Survey Parcel
	Fence
	Arterial Collector Road
	Local Road
	Forest Service Road
	Road Front Road
	CSP Road
	Right of Way
	Non-Service Road
	Elevation Trail
	Transmission Line
	Pipeline
	Railway Tracks
	MSLA Treated Drain
	Lake/River/Stream
	Ocean
	Pine Park/Env. Reserve



Large Tensure boundaries within the green area of the Agreement shall not Crown Range only as defined in the Range Act and is subject to the creation of private land and prior rights of other Tensure holders.

**EXHIBIT B
SPECIAL CONDITIONS**

RANGE AGREEMENT RAN077604-1

1.00 OVERWINTERING

1.01 At least 80% of the livestock numbers specified in the Range Use Plan must be overwintered on the Associated Private Land or Tenure and/or Associated First Nations Land or other lands approved by the district manager during the period that the livestock are not authorized to be on Crown range. Overwintering refers to the period livestock are fed on Associated Private Land or Tenure and/or Associated First Nations Land or other lands approved by the district manager when they are not on Crown range. It begins with the end of Crown range use in one year to turnout on Crown range the following year.

1.02 Before any livestock is introduced onto the Crown range of the Licence area in any year, that livestock must have resided on the Associated Private Land or Tenure and/or Associated First Nations Land or other lands approved by the district manager for a minimum of six weeks immediately prior to such introduction.

2.00 CATTLE COUNT

2.01 The Agreement Holder shall make all livestock available for counting during the overwintering period.

3.00 ENTRY

3.01 For any purpose related to the administration or enforcement of this Licence, the *Forest and Range Practices Act* or the *Range Act*, or related to the verification of a statement made in an application for an agreement under the *Range Act*, an employee of the Province of British Columbia may enter, at any reasonable time, on land or premises, other than a dwelling, if the individual has reasonable grounds to believe that the land or premises is the site of a range practice that is regulated under the *Forest and Range Practices Act* or the *Range Act* or is carried on by a person who is required under the *Forest and Range Practices Act* or the *Range Act* to hold a licence to carry out that practice.

EXHIBIT C
ASSOCIATED PRIVATE LANDS AND TENURES

RAN077604-1

Legal Description or Grazing Lease Number	Parcel Identification (PID)	Type of Holding	Purpose of Holding	Lease Start Date	Lease End Date	Fenced Pasture (ha)	Unfenced Pasture (ha)	Hay Field (ha)
Part L.S.9, Sect. 31, Tp19, R26, not within DL 1072	013-566-270	CG				8		8.4
Part L.S.10, Sect. 31, Tp19, R26, not within DL 1072	013-566-300	CG				11.6		4.4
L.S.11, Sect. 31, Tp19, R26.	013-566-377	CG				15.9		.6
Part L.S.16, Sect. 31, Tp19, R26, not within DL 1072	013-566-318	CG				9.67		4
L.S.12, Sect. 31, Tp19, R26.	014-161-184	CG				16.5		
L.S.13, Sect. 31, Tp19, R26.	014-161-231	CG				11.3		5.2
L.S. 4, Sect 6, TP20, R16, except the easterly 5 chains	014-161-249	CG				5.33		6.3
L.S. 5, Sect 6, TP20, R16 except the easterly 5 chains	014-161-257	CG				6.53		5.1
L.S.14, Sect. 31, Tp19, R26	014-161-265	CG				2		15.4
Part L.S.15, Sect. 31, Tp19, R26, west of DL 1072	014-161-273	CG				2.03		1
L.S. 3, Sect 6, TP20, R16,	014-162-008	CG				0		16.5
L.S. 6, Sect 6, TP20, R16	014-162-016	CG				11.7		4.8
Part L.S.2, Sect. 6, Tp20, R26, west of DL 1072	014-162-024	CG				0		3
Part L.S 7, Sect. 6, Tp20, R26, west of DL 1072	014-162-032	CG				0		3
Easterly 5 chains of L.S.4, Sect. 6, Tp20, R26.	014-162-067	CG				8.18		3.9
Easterly 5 chains of L.S.5, Sect. 6, Tp20, R26.	014-162-075	CG				12.08		
Part L.S.10, Sect. 6, Tp20, R26, not within DL 1072	014-162-105	CG				3.4		.5
Lot A, Plan 26689, and DL 1072, Sect 6, TP20, R26	005-042-470	CG				23.93		41.5
Grazing Lease 345373		GL	FB			907.7		
Grazing Lease 345374		GL	FB			1594.2		
Grazing Lease 345375		GL	FB			94.9		
Total Hectares						2650.05		123.6

MAP OF : RAN077604 Amendment #33672 (shown in bold black)

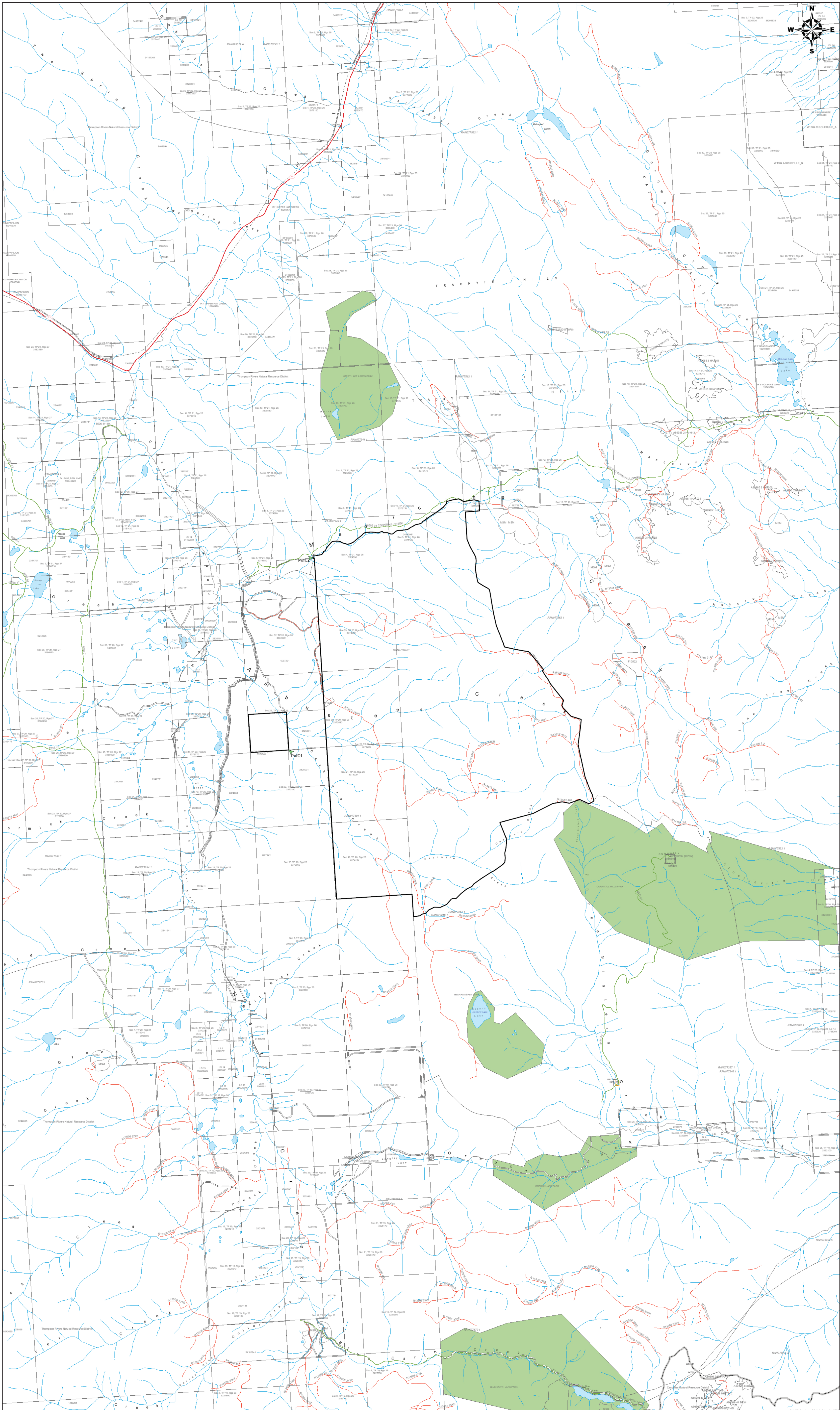
FOREST REGION : RTO FOREST DISTRICT : DKA	TSA : 11 LAND DISTRICT : KDYD	PULPWOOD AGREEMENT : PAG02 A	MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 11
ESF SUBMISSION ID : 2017585 BCGS MAPSHEET NO : 921.073	SCALE : 1:20000 at ANSI D Size Area (Ha): 3447.51	UTM : 10 NAD : NAD 83	DRAWN BY : FTA DATE : Dec 22, 2020

Legend

- Tenure Application
- Tenure Road Application
- Retired Tenure Road
- P of C
- P of T
- Crown Tenures
- Survey Parcels
- Freeway
- Arterial/Collector Road
- Local Road
- Forest Service Road
- Road Permit Road
- SUP Road
- Right of Way
- Non Status Road
- Recreation Trails
- Transmission Lines
- Pipelines
- Railway Tracks
- MSMA Treated Trees
- Lakes/Rivers/Streams
- Ocean
- Prov. Parks & Eco. Reserves

1 (3447.51 Ha)
 PolC1 UTM10 600963, 5619849
 PolC2 UTM10 601661, 5623925

Range Tenure boundary outlines the grazing 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.



Range Use Plan STATUS: APPROVED

RAN077604

Plan Term

January 01, 2021 - December 31, 2025

Confirmed by Agreement Holder(s):

HAT CREEK LAND & CATTLE COMPANY LTD. - February 19, 2021 by agent Brian Parke

BRAUN, VELMA GRACE - February 23, 2021

BRAUN, HENRY - February 24, 2021

Confirmed by District Manager:

Edi Torrans

Printed Name

March 2, 2021

Date

Basic Information

Agreement Information

RAN

RAN077604

Agreement Type

E01 - Grazing Licence

Agreement Date

January 01, 2013 - December 31, 2022

Range Name

Hat Creek Braun

Alternative Business Name

Not provided

Contact Information

District (Responsible)

DKA

Zone

KAMB

Contact Name

Hailey Manke

Contact Phone

2503126469

Contact Email

hailey.manke@gov.bc.ca

Plan Information

Plan Start Date

January 01, 2021

Plan End Date

December 31, 2025

Extended

Not provided

Exemption Status

Not Exempt

Agreement Holders

Name

Hat Creek Land & Cattle Company Ltd.

Type

Primary

Name

Braun, Velma Grace

Type

Secondary

Name

Braun, Henry

Type

Secondary

Pastures

Pasture: East Boyle

Allowable AUMs

Not provided

Private Land Deduction

Not provided

Pasture Notes (non legal content)

Not provided

Plant Communities: (East Boyle)

Plant community: Thompson Nicola upper grassland

| Elevation: 1100-1299 m

Plant Community Description

The current plant community in this upper grassland pasture is in the mid seral stage, dominated by stipa, bluegrass, june grass, smooth brome, idaho and rough fescue and bluebunch wheatgrass. Forbs present include balsamroot, yarrow, pussy toes, yellow rattle, and baltic rush. The amount of bunchgrasses is variable throughout the pasture. In areas where bareground is common and there is a greater component of smooth brome, stipa's and bluegrass, the desired plant community is to have greater amounts of bunchgrasses.

Plant Community URL

<https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/rangelands/thompsonnicolaupper-grassland.pdf>

Purpose of Actions

Establish

Plant Community Actions (Thompson Nicola upper grassland)

Action	Details
Salting	Salt must be placed away from areas of high utilization, and not within 200 metres of riparian areas.
Herding	Livestock will be distributed by riding once every two weeks.

Criteria (Thompson Nicola upper grassland)

Range Readiness

If more than one readiness criteria is provided, all such criteria must be met before grazing may occur

Readiness Date

Not provided

Other

Not provided

Indicator Plant

Wheatgrass, bluebunch

Criteria (Leaf Stage)

4

Stubble Height

Livestock must be removed on the first to occur of the date in the plan (ex. schedule), stubble height criteria or average browse criteria.

Indicator Plant

Height After Grazing (cm)

Wheatgrass, bluebunch	15
Fescue, Rough	17

Shrub Use

Unless otherwise indicated above, shrub species may be browsed at 25% of current annual growth.

% of Current Annual Growth	Not provided
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Pasture: West Boyle

Allowable AUMs	Private Land Deduction
Not provided	Not provided

Pasture Notes (non legal content)
Not provided

Plant Communities: (West Boyle)

Plant community: Thompson Nicola upper grassland

| Elevation: 1100-1299 m

Plant Community Description

The current plant community in this upper grassland pasture is in the mid to late seral stage, dominated by bluegrass, stipa, and forbs, with a variable component of Rough Fescue or Bluebunch wheatgrass. There are some early seral areas. Cover of bunchgrasses should increase in most areas over the life of this plan.

Plant Community URL

<https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/rangelands/thompsonnicolaupper-grassland.pdf>

Purpose of Actions

Establish

Plant Community Actions (Thompson Nicola upper grassland)

Action	Details
Salting	Salt must be placed away from areas of high utilization, and not within 200 metres of riparian areas.
Herding	Livestock will be distributed by riding once every 2 weeks.

Criteria (Thompson Nicola upper grassland)

Range Readiness

If more than one readiness criteria is provided, all such criteria must be met before grazing may occur

Readiness Date

Not provided

Other

Not provided

Indicator Plant	Criteria (Leaf Stage)
Wheatgrass, bluebunch	4

Stubble Height

Livestock must be removed on the first to occur of the date in the plan (ex. schedule), stubble height criteria or average browse criteria.

Indicator Plant	Height After Grazing (cm)
Wheatgrass, bluebunch	15
Fescue, Rough	17

Shrub Use

Unless otherwise indicated above, shrub species may be browsed at 25% of current annual growth.

% of Current Annual Growth
Not provided

Pasture: Cashmere Creek

Allowable AUMs
Not provided

Private Land Deduction
Not provided

Pasture Notes (non legal content)
Not provided

Plant Communities: (Cashmere Creek)

Plant community: Thompson Nicola upper grassland

| Elevation: 1100-1299 m

Plant Community Description

The current plant community in the upper grassland areas of this pasture is in the early to mid seral stage, dominated by stipa, bluegrass, june grass, and increaser forbs such as salsify, cinquefoil, locoweed, geum, pussy toes, yarrow and clover. The amount of bunchgrasses is variable throughout the grassland area. In areas where bareground is common and there are an abundance of increaser species, the desired plant community is to have greater amounts of bunchgrasses present.

Plant Community URL

<https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/rangelands/thompsonnicolaupper-grassland.pdf>

Purpose of Actions

Establish

Plant Community Actions (Thompson Nicola upper grassland)

Action	Details
Salting	Salt must be placed away from areas of high utilization, and not within 200 metres of riparian areas.
Herding	Livestock will be distributed by riding once every 2 weeks.
Timing	Deferred use every second year. No Graze Period: Not Provided - Not Provided

Criteria (Thompson Nicola upper grassland)

Range Readiness

If more than one readiness criteria is provided, all such criteria must be met before grazing may occur

Readiness Date

Not provided

Other

Not provided

Indicator Plant

Wheatgrass, bluebunch

Criteria (Leaf Stage)

4

Stubble Height

Livestock must be removed on the first to occur of the date in the plan (ex. schedule), stubble height criteria or average browse criteria.

Indicator Plant

Wheatgrass, bluebunch

Height After Grazing (cm)

15

Shrub Use

Unless otherwise indicated above, shrub species may be browsed at 25% of current annual growth.

% of Current Annual Growth

Not provided

Plant community: Lodgepole pine pinegrass

| Elevation: >1500 m

Plant Community Description

The vegetation in most of the higher elevation areas of this pasture is representative of what you would expect in the ESSF and is healthy and abundant. Pinegrass and poa are both common in cutblocks. Other species present include willow, paintbrush, strawberry, fireweed, lupine, spike like golden rod, arnica, yarrow, showy daisy. Pine and spruce are predominantly the species planted in the blocks. The current plant community is the desired plant community.

Plant Community URL

<https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/rangelands/lodgepolepinepine-grass.pdf>

Purpose of Actions

Maintain

Plant Community Actions (Lodgepole pine pinegrass)

Action	Details
Salting	Salt must be placed away from areas of high utilization, and not within 200 metres of riparian areas.
Herding	Livestock will be distributed by riding every 2 weeks.
Timing	Deferred use every second year. No Graze Period: Not Provided - Not Provided

Criteria (Lodgepole pine pinegrass)

Range Readiness

If more than one readiness criteria is provided, all such criteria must be met before grazing may occur

Readiness Date

Not provided

Other

Not provided

Indicator Plant

Pinegrass

Criteria (Leaf Stage)

2.5

Stubble Height

Livestock must be removed on the first to occur of the date in the plan (ex. schedule), stubble height criteria or average browse criteria.

Indicator Plant

Pinegrass

Height After Grazing (cm)

15

Bluegrass, Kentucky

8

Shrub Use

Unless otherwise indicated above, shrub species may be browsed at 25% of current annual growth.

% of Current Annual Growth

Not provided

Pasture: Ambusten Creek

Allowable AUMs

Not provided

Private Land Deduction

Not provided

Pasture Notes (non legal content)

Not provided

Plant Communities: (Ambusten Creek)

Plant community: Thompson Nicola upper grassland

| Elevation: 1100-1299 m

Plant Community Description

The current plant community in the upper grassland area of this pasture is in late seral stage, dominated by junegrass, stipa, bluebunch wheatgrass, small amounts of fescue, and some bluegrass. There are areas with large amounts of balsamroot. Other forbs present include yarrow, geum, pussytoes, and geranium. The amount of bunchgrasses is higher than in the other pastures within this tenure and the current plant community is close to the desired plant community.

Plant Community URL

<https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/rangelands/thompsonnicolaupper-grassland.pdf>

Purpose of Actions

Establish

Plant Community Actions (Thompson Nicola upper grassland)

Action

Salting

Details

Salt must be placed away from areas of high utilization, and not within 200 metres of riparian areas.

Herding Livestock will be distributed by riding once every 2 weeks.

Timing Deferred use every second year.
No Graze Period: Not Provided - Not Provided

Criteria (Thompson Nicola upper grassland)

Range Readiness

If more than one readiness criteria is provided, all such criteria must be met before grazing may occur

Readiness Date

Not provided

Other

Not provided

Indicator Plant

Wheatgrass, bluebunch

Criteria (Leaf Stage)

4

Stubble Height

Livestock must be removed on the first to occur of the date in the plan (ex. schedule), stubble height criteria or average browse criteria.

Indicator Plant

Wheatgrass, bluebunch

Height After Grazing (cm)

15

Shrub Use

Unless otherwise indicated above, shrub species may be browsed at 25% of current annual growth.

% of Current Annual Growth

Not provided

Plant community: Lodgepole pine pinegrass

Plant Community Description

The vegetation in most of the higher elevation areas of this pasture is representative of what you would expect in the ESSF and is healthy and abundant. Poa and pinegrass are the most common grass species. Other species present include willow, paintbrush, strawberry, fireweed, lupine, spike like golden rod, arnica, yarrow and showy daisy. Pine and spruce are predominantly the species planted in the blocks. The current plant community is the desired plant community.

Plant Community URL

<https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/rangelands/lodgepolepinepine-grass.pdf>

Purpose of Actions

Maintain

Plant Community Actions (Lodgepole pine pinegrass)

Action

Salting

Details

Salt must be placed away from areas of high utilization, and not within 200 metres of riparian areas.

Herding

Livestock will be distributed by riding every 2 weeks.

Timing

Deferred use every second year.

No Graze Period: Not Provided - Not Provided

Criteria (Lodgepole pine pinegrass)

Range Readiness

If more than one readiness criteria is provided, all such criteria must be met before grazing may occur

Readiness Date

Not provided

Other

Not provided

Indicator Plant

Pinegrass

Criteria (Leaf Stage)

2.5

Stubble Height

Livestock must be removed on the first to occur of the date in the plan (ex. schedule), stubble height criteria or average browse criteria.

Indicator Plant

Pinegrass

Height After Grazing (cm)

15

Shrub Use

Unless otherwise indicated above, shrub species may be browsed at 25% of current annual growth.

% of Current Annual Growth

Not provided

Schedules

2021 Schedule

Pasture	Livestock Type	# of Animals	Date in	Date out	Days	Grace Days	PLD	Crown AUMs
Ambusten Creek	Cow with Calf	180	Jun 21	Aug 01	42	1	0	248.4
Ambusten Creek	Bull	10	Jun 21	Aug 01	42	1	0	20.7
Cashmere Creek	Cow with Calf	180	Aug 02	Sep 15	45	1	0	266.1
Cashmere Creek	Bull	10	Aug 02	Sep 15	45	1	0	22.2
East Boyle	Cow with Calf	180	Sep 16	Oct 01	16	1	0	94.6
East Boyle	Bull	10	Sep 16	Oct 01	16	1	0	7.9

Authorized AUMs: 687 Total AUMs: 659.9

Schedule description is optional but if included is legal content

Schedule Description

Dates are approximate. Changes of more than a week will require an amendment to the grazing schedule in MyRangeBC and notification that an update has been made to your zone agrologist by phone or email.

- Cattle will be moved when the prescribed level of utilization is reached, or by the date in the grazing schedule, whichever comes first.

- 90% of herd to be moved by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Any remaining livestock will be moved within 5 days. Any livestock drift between pastures will be moved to the appropriate pasture within a 72 hour period.

- 100% of herd to be removed at the end of the grazing season by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Stragglers are to be actively pursued on a daily basis and gathered and removed within a 24 hour period once located

2022 Schedule

Pasture	Livestock Type	# of Animals	Date in	Date out	Days	Grace Days	PLD	Crown AUMs
Cashmere Creek	Bull	10	Jun 21	Aug 01	42	1	0	20.7
Cashmere Creek	Cow with Calf	180	Jun 21	Aug 01	42	1	0	248.4
Ambusten Creek	Bull	10	Aug 02	Sep 15	45	1	0	22.2
Ambusten Creek	Cow with Calf	180	Aug 02	Sep 15	45	1	0	266.1
East Boyle		180	Sep 16	Sep 23	8	1	0	47.3



Cow with Calf								
East Boyle	Bull	10	Sep 16	Sep 23	8	1	0	3.9
West Boyle	Bull	10	Sep 23	Oct 01	9	1	0	4.4
West Boyle	Cow with Calf	180	Sep 23	Oct 01	9	1	0	53.2

Authorized AUMs: 687 Total AUMs: 666.2

Schedule description is optional but if included is legal content

Schedule Description

Dates are approximate. Changes of more than a week will require an amendment to the grazing schedule in MyRangeBC and notification that an update has been made to your zone agrologist by phone or email.

- Cattle will be moved when the prescribed level of utilization is reached, or by the date in the grazing schedule, whichever comes first.
- 90% of herd to be moved by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Any remaining livestock will be moved within 5 days. Any livestock drift between pastures will be moved to the appropriate pasture within a 72 hour period.
- 100% of herd to be removed at the end of the grazing season by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Stragglers are to be actively pursued on a daily basis and gathered and removed within a 24 hour period once located

2023 Schedule

Pasture	Livestock Type	# of Animals	Date in	Date out	Days	Grace	Days PLD	Crown AUMs
Ambusten Creek	Cow with Calf	180	Jun 21	Aug 01	42	1	0	248.4
East Boyle	Cow with Calf	180	Sep 16	Oct 01	16	1	0	94.6
Cashmere Creek	Cow with Calf	180	Aug 02	Sep 15	45	1	0	266.1
East Boyle	Bull	10	Sep 16	Oct 01	16	1	0	7.9
Cashmere Creek	Bull	10	Aug 02	Sep 15	45	1	0	22.2
Ambusten Creek	Bull	10	Jun 21	Aug 01	42	1	0	20.7

Authorized AUMs: Total AUMs: 659.9

Schedule description is optional but if included is legal content

Schedule Description

Dates are approximate. Changes of more than a week will require an amendment to the grazing schedule in MyRangeBC and notification that an update has been made to your zone agrologist by phone or email.

- Cattle will be moved when the prescribed level of utilization is reached, or by the date in the grazing schedule, whichever comes first.
- 90% of herd to be moved by the scheduled date or when the prescribed level of utilization is reached, whichever



comes first. Any remaining livestock will be moved within 5 days. Any livestock drift between pastures will be moved to the appropriate pasture within a 72 hour period.

- 100% of herd to be removed at the end of the grazing season by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Stragglers are to be actively pursued on a daily basis and gathered and removed within a 24 hour period once located

2024 Schedule

Table with 8 columns: Pasture, Livestock Type, # of Animals, Date in, Date out, Days, Grace Days PLD, Crown AUMs. Rows include Cashmere Creek, West Boyle, East Boyle, and Ambusten Creek with various livestock types and dates.

Authorized AUMs: Total AUMs: 666.2

Schedule description is optional but if included is legal content

Schedule Description

Dates are approximate. Changes of more than a week will require an amendment to the grazing schedule in MyRangeBC and notification that an update has been made to your zone agronomist by phone or email.

- Cattle will be moved when the prescribed level of utilization is reached, or by the date in the grazing schedule, whichever comes first.

- 90% of herd to be moved by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Any remaining livestock will be moved within 5 days. Any livestock drift between pastures will be moved to the appropriate pasture within a 72 hour period.

- 100% of herd to be removed at the end of the grazing season by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Stragglers are to be actively pursued on a daily basis and gathered and removed within a 24 hour period once located

2025 Schedule

Table with 8 columns: Pasture, Livestock Type, # of Animals, Date in, Date out, Days, Grace Days PLD, Crown AUMs. Row includes Cashmere Creek with Cow with Calf, starting Aug 02 and ending Sep 15.



Ambusten Creek	Cow with Calf	180	Jun 21	Aug 01	42	1	0	248.4
East Boyle	Cow with Calf	180	Sep 16	Oct 01	16	1	0	94.6
Cashmere Creek	Bull	10	Aug 02	Sep 15	45	1	0	22.2
East Boyle	Bull	10	Sep 16	Oct 01	16	1	0	7.9
Ambusten Creek	Bull	10	Jun 21	Aug 01	42	1	0	20.7

Authorized AUMs: Total AUMs: 659.9

Schedule description is optional but if included is legal content

Schedule Description

Dates are approximate. Changes of more than a week will require an amendment to the grazing schedule in MyRangeBC and notification that an update has been made to your zone agrologist by phone or email.

- Cattle will be moved when the prescribed level of utilization is reached, or by the date in the grazing schedule, whichever comes first.

- 90% of herd to be moved by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Any remaining livestock will be moved within 5 days. Any livestock drift between pastures will be moved to the appropriate pasture within a 72 hour period.

- 100% of herd to be removed at the end of the grazing season by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Stragglers are to be actively pursued on a daily basis and gathered and removed within a 24 hour period once located



Minister's Issues and Actions

No minister issues provided

Invasive Plants

I commit to carry out the following measures to prevent the introduction or spread of invasive plants that are likely the result of my range practices:

Equipment and vehicles will not be parked on invasive plant infestations

Any work will begin in un-infested areas before moving to infested locations

Clothing and vehicle/equipment undercarriages will be regularly inspected for plant parts or propagules if working in an area known to contain invasive plants

Revegetate disturbed areas that have exposed mineral soil within one year of disturbance by seeding using Common #1 Forage Mixture or better. The certificate of seed analysis will be requested and seed that contains weed seeds of listed invasive plants and/or invasive plants that are high priority to the area will be rejected. Seeding will occur around range developments and areas of cattle congregation where bare soil is exposed. Revegetated areas will be monitored and revegetated as necessary until exposed soil is eliminated.

The range agreement holder will take steps to control small new patches of invasive weeds, such as hand-pulling.

The range agreement holder will map and report noxious weed infestations on their range to the Invasive Species Council of BC, FLNRORD, and the forest licensee if applicable.

The range agreement holder will ensure that livestock are free of weed seeds prior to moving them onto crown range.

The range agreement holder will seed any areas disturbed for range improvements with a seed mix approved by FLNRORD in that growing season.



Additional Requirements

Other direction or agreements with which this Range Use Plan must be consistent.

Category

Details

Land Use Plan

Kamloops Land and Resource Management Plan, July 1995

URL: <https://www2.gov.bc.ca/gov/content/industry/crown-land-wa-ter/land-use-planning/regions/thompson-okanagan/kamloops-lrmp>

Management Considerations

Content in this section is non-legal and is intended to provide additional information about management within the agreement area.

Considerations

Not provided

Details

Riding will be done every two week or as needed depending on the year. Salting will be used to control cattle movements.

URL: Not provided



Grazing Licence

FILE #: 15700-20/HATCREEKLAND

AGREEMENT #: RAN077673 - 1

BETWEEN: HIS MAJESTY THE KING IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA
as represented by the MINISTER OF FORESTS

**Thompson Rivers Natural Resource District
1265 Dalhousie Drive
Kamloops, British Columbia
V2C 5Z5**

(the "Minister" and the "Province")

AND: **Hat Creek Land & Cattle Company Ltd.
106-2480 Mt. Lehman Rd
Abbotsford, BC
V4X 2N3**

(the "Agreement Holder")

WHEREAS:

- A. The Minister offered the Agreement Holder a replacement for Grazing Licence **RAN077673-0**, (the "Licence"), pursuant to Section 23 of the *Range Act*. The Agreement Holder accepts 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. TERM

- 1.1 The term of this Licence is **25** years beginning on **January 1, 2024** and ending on **December 31, 2048**.

2. AGREEMENT AREA

- 2.1 The area over which the rights under paragraph 3 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 map; and
 - (b) exclusions arising from Exhibit B conditions (the "Agreement Area")

- 2.2 Nothing in this Licence authorizes the use of any non-Crown land within the bold black line for any purpose.
- 2.3 Nothing in this Licence affects the right of access to Crown land in the Agreement Area by any person.

3. GRANT OF RIGHTS

- 3.1 Subject to this Licence and its associated Range Use Plan or Range Stewardship Plan:
- (a) the Agreement Holder may graze livestock within the Agreement Area, and
 - (b) the Authorized Yearly Use is **1118** animal unit months ("AUMs").

4. ASSOCIATED PRIVATE LAND OR TENURE

- 4.1 For the purposes of sections 21.1 and 29 of the *Range Act*, the Agreement Holder's associated private lands and/or associated tenures, if any, are listed in Exhibit C of this Licence. The Agreement Holder must continue to retain the ownership of or leasehold interest in any associated private lands and/or hold any associated tenures listed in the Exhibit C for the duration of the term of the Licence. Written consent to amend the Exhibit C must be obtained from the Minister.
- 4.2 For any purpose related to the administration or enforcement of this Licence, the *Forest and Range Practices Act* or the *Range Act*, or related to the verification of a statement made in an application for a Licence under the *Range Act*, an employee of the Province of British Columbia may enter, at any reasonable time, on land or premises, other than a dwelling, if the individual has reasonable grounds to believe that the land or premises is the site of a range practice that is regulated under the *Forest and Range Practices Act* or the *Range Act* or is carried out by a person who is required under the *Forest and Range Practices Act* or the *Range Act* to hold a licence to carry out that practice.

5. ASSOCIATED FIRST NATIONS LAND

- 5.1 In accordance with the conditions required under Exhibit B, if any, during the term of this Licence the Agreement Holder must continue to retain an interest, right or privilege to use the Associated First Nations Lands that are listed in Exhibit B of this Licence and are used for the livestock management purposes specified in that Exhibit.

6. AGREEMENT HOLDER OBLIGATIONS

6.1 The Agreement Holder must:

- (a) prepare and maintain a Range Use Plan or Range Stewardship Plan as required in the *Forest and Range Practices Act*;
- (b) comply with this Licence, including any special conditions listed in Exhibit B;
- (c) comply with the *Range Act*, *Forest and Range Practices Act*, and *Livestock Act* and regulations made under those acts ("Range-Related Acts"); and
- (d) ensure their agents, employees, and contractors comply with the Range-Related Acts when engaging in or carrying out activities under this Licence.

7. REPORTING

- 7.1 The Minister, in a notice, may require the Agreement Holder to prepare and send a report containing such information as the Minister requires regarding the Agreement Holder's performance of their obligations under or in respect of this Licence.
- 7.2 Upon receipt of a notice referred to in paragraph 7.1, the Agreement Holder, on or before the date specified in the notice, must submit a report to the Minister containing the required information.

8. FINANCIAL

- 8.1 The Agreement Holder will pay annual rent, fees, fines, and any other financial assessments as required under the *Range Act*.
- 8.2 The Agreement Holder will pay administrative penalties, fines, remediation costs, and any other financial assessments as required under the *Forest and Range Practices Act*.
- 8.3 The Agreement Holder will pay interest on overdue accounts and any other financial assessments provided for by law and arising from the use of Crown range.
- 8.4 Fees and all other financial assessments must be paid as specified on the Province's invoices or statements.

9. LIVESTOCK OWNERSHIP AND CONTROL

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

10. INFECTIOUS OR CONTAGIOUS DISEASES

- 10.1 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 owned or leased private land, tenure, or First Nations Lands that are not separated from Crown range by a fence or other barrier to livestock movement.

11. CLAIMS

- 11.1 The Agreement Holder will reimburse the Province for any loss caused to the Province as a result of the Agreement Holder's breach of this Licence or any acts or omissions of the Agreement Holder and/or its agents, employees, or contractor.
- 11.2 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.
- 11.3 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.
- 11.4 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.

12. NOTICES

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

13. SPECIAL CONDITIONS

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

14. REPRESENTATIONS

14.1 The Agreement Holder represents and warrants to the Minister that:

- (a) the Agreement Holder has the ability to undertake and complete its obligations under the Licence;
- (b) the Agreement Holder is the owner of the owned private lands, the lessee of the leased lands, and/or the holder of the tenure(s) listed on the attached Exhibit C;
- (c) the Agreement Holder has the authority to use the Associated First Nations Lands listed on the attached Exhibit B, if any, for the livestock management purposes identified in that Exhibit;
- (d) the Agreement Holder has the ability to undertake and complete the obligations under the Licence within the term;
- (e) the Agreement Holder has the ability to carry out the obligations in a safe and environmentally sound fashion; and
- (f) there is no legal or other reason why the Agreement Holder cannot enter into the Licence.

15. TERMINATION

15.1 The Agreement Holder can surrender this Licence at any time.

15.2 If the Agreement Holder commits an act of bankruptcy, completes a disposition or change in control of the 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.

16. MISCELLANEOUS

16.1 The laws of British Columbia will govern the interpretation of this Licence and the performance of the Agreement Holder's obligations under this Licence.

16.2 The Exhibits attached to this Licence are deemed to be part of this Licence.

16.3 Nothing in this Licence authorizes the Agreement Holder to in any way restrict the Government's right of access to the Agreement Area.

[Intentionally blank]

16.4 The Agreement Holder must ensure that its employees, agents, and contractors comply with the Range-Related Acts when engaging in or carrying out activities or operations under or associated with the Licence.

THIS LICENCE has been executed by the Minister and the Agreement Holder 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



Signature

Glen Burgess A/District Manager, Thompson Rivers District

Print Name (& Title/District if Authorized Representative)

December 21, 2022


Date

SIGNED by Agreement Holder*

Hat Creek Land & Cattle Company Ltd. _____

Date

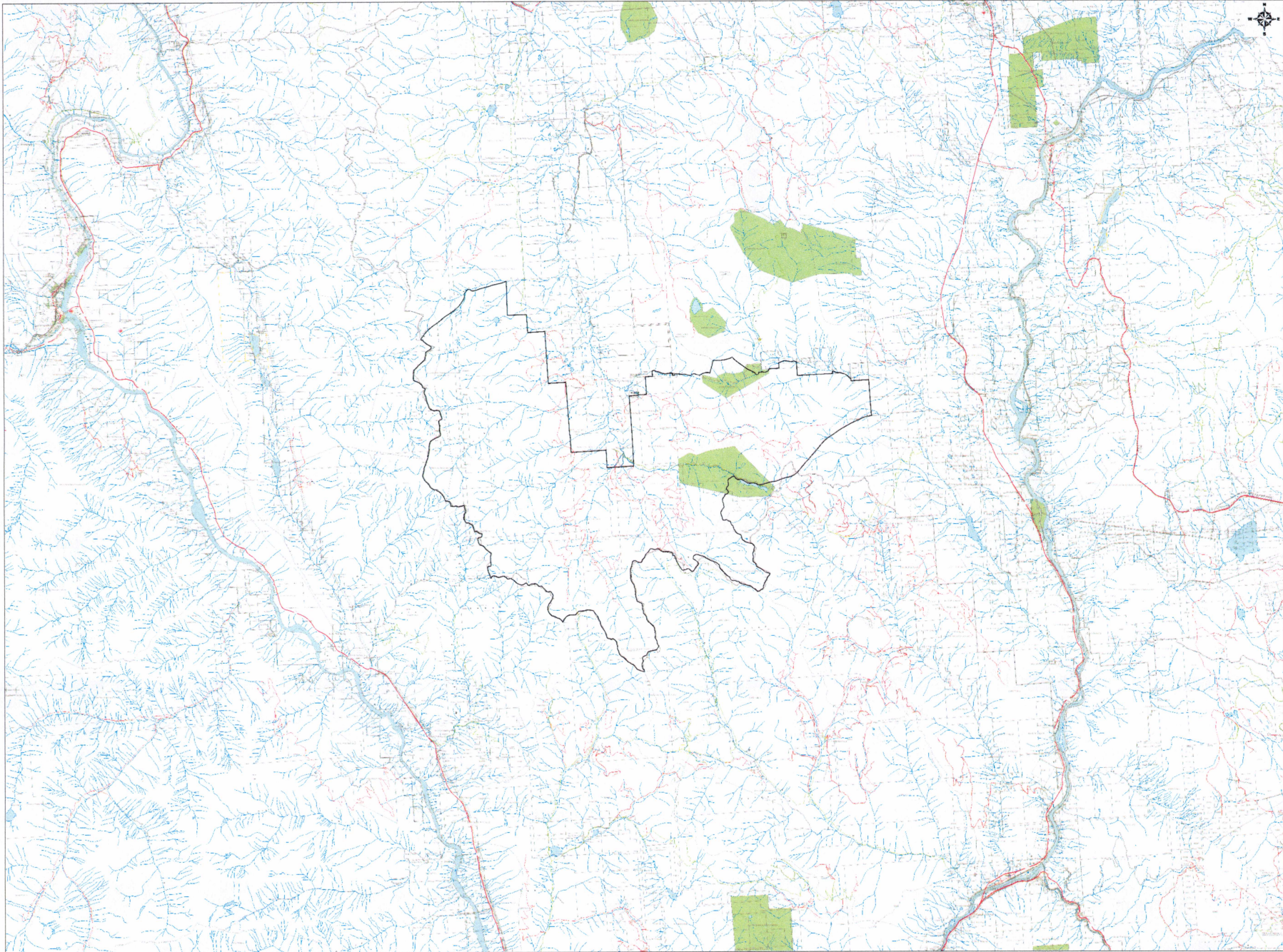
Dec 9/22



Ken Friesen

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

MAP OF : RAN077673 Amendment #38307 (shown in bold black)		
FOREST REGION : RTO FOREST DISTRICT : DKA	TSA : 11 LAND DISTRICT : KDYD	PULPWOOD AGREEMENT : PAG16 A
ESF SUBMISSION ID : 2191996 BCGS MAPSHEET NO : 921082	SCALE : 1:30000 at ANSI E Size Area (Ha): 16444.22	UTM : 10 NAD : NAD 83
		MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 11 DRAWN BY : FTA DATE : Nov 16, 2022



Legend	
	Tenure Application
	Tenure Road Application
	Retitled Tenure Road
	P of C
	P of T
	Crown Tenures
	Survey Parcels
	Fireway
	Arterial/Collector Road
	Local Road
	Forest Service Road
	Road Permit Road
	SUP Road
	Right of Way
	Non Status Road
	Recreation Trails
	Transmission Lines
	Pipelines
	Railway Tracks
	Mobile Treated Trees
	Lakes/Rivers/Streams
	Ocean
	Prov. Parks & Eco. Reserves

1:16444.22 (90)
PWC1 UTM10 831961 5619142



Exhibit B - Special Conditions

FILE #: 15700-20/HATCREEKLAND

AGREEMENT #: RAN077673 - 1

1. OVERWINTERING

- 1.1 Unless otherwise authorized in writing by the Minister, at least 80% of the livestock numbers specified in the Range Use Plan must be on the Associated Private Land or Tenure and/or Associated First Nations Land or other lands approved by the Minister for a minimum of 6 weeks immediately prior to turnout.

2. CATTLE COUNT

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



Exhibit C – Associated Private Land and Tenures of Holder

FILE #: 15700-20/HATCREEKLAND

AGREEMENT #: RAN077673 - 1

<u>Land Description</u> Legal Description including: PID, Lot #, Land District, Section, T.P. Region		<u>Type of Holding</u> Crown Grant (CG), Ag. Lease (AL), Grazing Lease (GL), Private Lease (PL)	<u>Purpose of Holding</u> Headquarters (HQ), Facilities (FAC), Forage base (FB), Hay Field (HF)
014-646-064	NW ¼ Section 17 T19 R26	C.G.	FB
010-367-543	NE ¼ Section 18 T19 R26	C.G.	FB
014-646-072	SE ¼ Section 19 T19 R26	C.G.	FB
014-646-048	NE ¼ Section 19 T19 R26	C.G.	FB
014-646-099	SW ¼ Section 20 T19 R26	C.G.	FB
010-367-284	W ½ of NW ¼ Section 20 T19 R26	C.G.	FB
010-367-381	W ½ of SE ¼ Section 29 T19 R26	C.G.	FB
010-367-314	E ½ of SW ¼ Section 29 T19 R26	C.G.	FB
010-367-420	W ½ of SW ¼ Section 29 T19 R26	C.G.	FB
014-646-102	NW ¼ Section 29 T19 R26	C.G.	FB
014-646-111	SE ¼ Section 30 T19 R26	C.G.	HQ
010-367-497	NE ¼ Section 30 T19 R26	C.G.	FB
	Grazing Lease No. 344646	G.L.	FB
	Grazing Lease No. 344647	G.L.	FB

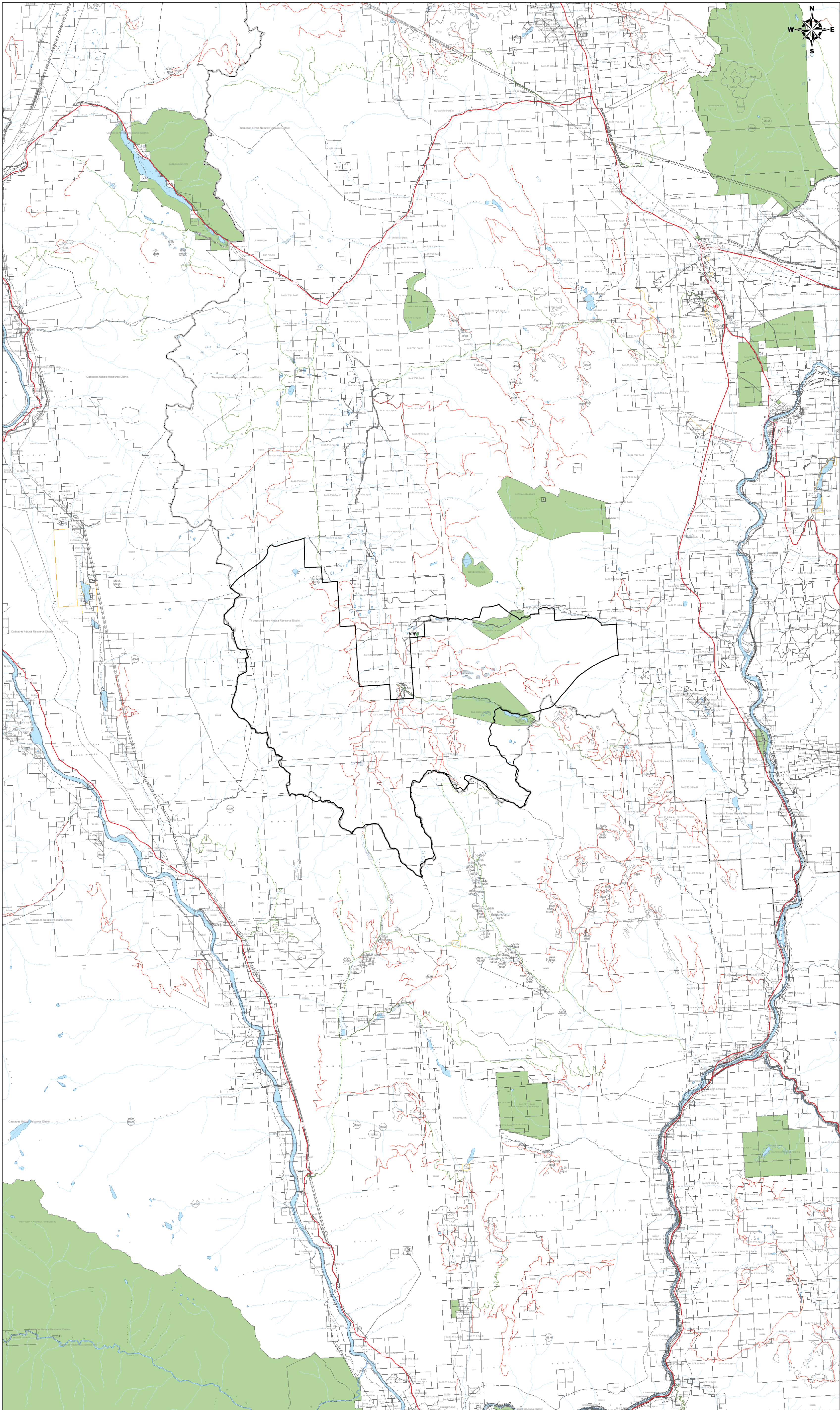
Upon signing the Licence, the Agreement Holder certifies that the areas of land identified in this Exhibit C are true and correct and that the Agreement Holder retains the ownership of or a leasehold interest in the land and holds any of the permits, leases, licences, certificates, interests, rights or privileges described in this Exhibit C. The Agreement Holder is aware that if any of the statements are shown to be otherwise, this Licence may be cancelled.

MAP OF : RAN077673 Amendment #33674 (shown in bold black)			
FOREST REGION : RTO FOREST DISTRICT : DKA	TSA : PAG16 A LAND DISTRICT : KDYD	PULPWOOD AGREEMENT : PAG16 A	MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 11
ESF SUBMISSION ID : 2017606 BCGS MAPSHEET NO : 921.062	SCALE : 1:50000 at ANSI D Size Area (Ha): 16444.22	UTM : 10 NAD : NAD83	DRAWN BY : FTA DATE : Dec 23, 2020

Legend

- Tenure Application
- Tenure Road Application
- Retired Tenure Road
- P of C
- Crown Tenures
- Survey Parcels
- Freeway
- Arterial/Collector Road
- Local Road
- Forest Service Road
- Road Permit Road
- SUP Road
- Right of Way
- Non Status Road
- Recreation Trails
- Transmission Lines
- Pipelines
- Railway Tracks
- MSMA Treated Trees
- Lakes/Rivers/Streams
- Ocean
- Prov. Parks & Eco. Reserves

1 (16444.2204 Ha)
PoC1 UTM10 601961, 5610143



Range Tenure boundary outlines the grazing 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.

Range Use Plan STATUS: APPROVED

RAN077673

Plan Term

January 01, 2021 - December 31, 2025

Confirmed by Agreement Holder(s):

HAT CREEK LAND & CATTLE COMPANY LTD. - February 19, 2021 by agent Brian Parke

Confirmed by District Manager:

Edi Torrans

Printed Name

February 22, 2021

Date

Basic Information

Agreement Information

RAN

RAN077673

Agreement Type

E01 - Grazing Licence

Agreement Date

January 01, 2014 - December 31, 2023

Range Name

Hat Creek Land

Alternative Business Name

Not provided

Contact Information

District (Responsible)

DKA

Zone

KAMB

Contact Name

Hailey Manke

Contact Phone

2503126469

Contact Email

hailey.manke@gov.bc.ca

Plan Information

Plan Start Date

January 01, 2021

Plan End Date

December 31, 2025

Extended

Not provided

Exemption Status

Not Exempt

Agreement Holders

Name

Hat Creek Land & Cattle Company Ltd.

Type

Primary

Pastures

Pasture: White Mountain

Allowable AUMs

Not provided

Private Land Deduction

Not provided

Pasture Notes (non legal content)

Not provided

Plant Communities: (White Mountain)

Plant community: Lodgepole pine pinegrass

Plant Community Description

Large cutblocks are common in this pasture, with the dominant plant community present in the blocks being pinegrass, fireweed, lupine, strawberry, aster, soopolallie, and some willow shrubs. Mature forest stands consist of spruce and fir, with limited forage in the understory. The current plant community is the desired plant community.

Plant Community URL

<https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/rangelands/lodgepolepinepine-grass.pdf>

Purpose of Actions

Maintain

Plant Community Actions (Lodgepole pine pinegrass)

Action

Details

Herding

Riding once every two weeks to distribute cattle.

Salting

Salt must be placed away from areas of high utilization, and not within 200 metres of riparian areas.

Criteria (Lodgepole pine pinegrass)

Range Readiness

If more than one readiness criteria is provided, all such criteria must be met before grazing may occur

Readiness Date

Not provided

Other

Not provided

Indicator Plant

Pinegrass

Criteria (Leaf Stage)

2.5

Stubble Height

Livestock must be removed on the first to occur of the date in the plan (ex. schedule), stubble height criteria or average browse criteria.

Indicator Plant

Pinegrass

Height After Grazing (cm)

15

Bluegrass, Kentucky

8

Shrub Use

Unless otherwise indicated above, shrub species may be browsed at 25% of current annual growth.

% of Current Annual Growth

Not provided

Pasture: Cairn-Blustry

Allowable AUMs

Not provided

Private Land Deduction

Not provided

Pasture Notes (non legal content)

Not provided

Plant Communities: (Cairn-Blustry)

Plant community: Other

Plant Community Description

The sub-alpine meadows in this pasture have very large patches of low willows with some open areas consisting of a mix of low-growing grasses and forbs. The bowls in the sub-alpine are most productive with a variety of forbs and grasses. In some areas, the desired plant community should have greater vigour and cover, other wise, in most spots the current plant community is the desired plant community.

Plant Community URL

Purpose of Actions

Maintain

Plant Community Actions (Other)

Action

Details

Timing

Sub-alpine area to be used in the late summer and early fall, once every three years.

No Graze Period: Not Provided - Not Provided

Criteria (Other)

Range Readiness

If more than one readiness criteria is provided, all such criteria must be met before grazing may occur

Readiness Date

Not provided

Other

Range is ready when most forbs are in late flower.

Indicator Plant

Criteria (Leaf Stage)

Stubble Height

Livestock must be removed on the first to occur of the date in the plan (ex. schedule), stubble height criteria or average browse criteria.

Indicator Plant

Height After Grazing (cm)

Bluegrass, Kentucky

8

Shrub Use

Unless otherwise indicated above, shrub species may be browsed at 25% of current annual growth.

% of Current Annual Growth

Not provided

Pasture: Parke Lake

Allowable AUMs

Not provided

Private Land Deduction

Not provided

Pasture Notes (non legal content)

Not provided

Plant Communities: (Parke Lake)

Plant community: Douglas fir pinegrass

Plant Community Description

Much of this pasture is dominated by Douglas-fir pinegrass community in the late seral stage. Some warm, dry slopes have bluebunch wheatgrass present. Juniper is common in the understory. Other species present include daisy, arnica, strawberry, soopolallie and willows. The opening near Parke Lake is in poor condition, although it is likely on a recovering trend and is dominated by clover, blue grasses, and daisy. The current plant community is the desired plant community, with the exception of the area immediately around Parke Lake where the desired plant community is a more vigorous bluegrass community with less increaser forbs.

Plant Community URL

<https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/rangelands/firpinegrass.pdf>

Purpose of Actions

Maintain

Plant Community Actions (Douglas fir pinegrass)

Action

Details

Salting

Salt must be placed away from areas of high utilization, and not within 200 metres of riparian areas.

Herding

Riding once every two weeks to distribute cattle.

Timing

Deferred use every second year.

No Graze Period: Not Provided - Not Provided

Criteria (Douglas fir pinegrass)

Range Readiness

If more than one readiness criteria is provided, all such criteria must be met before grazing may occur

Readiness Date

Not provided

Other

Not provided

Indicator Plant

Criteria (Leaf Stage)

Pinegrass	2.5
Wheatgrass, bluebunch	4

Stubble Height

Livestock must be removed on the first to occur of the date in the plan (ex. schedule), stubble height criteria or average browse criteria.

Indicator Plant	Height After Grazing (cm)
Wheatgrass, bluebunch	15
Bluegrass, Kentucky	8
Pinegrass	15

Shrub Use

Unless otherwise indicated above, shrub species may be browsed at 25% of current annual growth.

% of Current Annual Growth
Not provided

Pasture: Langley Canyon

Allowable AUMs
Not provided

Private Land Deduction
Not provided

Pasture Notes (non legal content)

Includes Langley East, Langley Lake and Heifer pastures which have now been combined into a single pasture called Langley Canyon.

Plant Communities: (Langley Canyon)

Plant community: Douglas fir bunchgrass

| Elevation: 900-1099 m

Plant Community Description

This pasture is a mid seral Douglas-fir bunch grass community. Dry slopes are dominated by bluebunch wheatgrass and juniper with forbs such as pussy toes, yarrow and balsamroot. There are some open meadows along the road which are completely converted to bluegrass, although there is good vigour and many other species such as geranium, native cinquefoil, geum, vetch, yarrow and lupine. The current plant community is generally the desired plant community.

Plant Community URL

<https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/rangelands/douglasfirbunch-grass.pdf>

Purpose of Actions
Maintain

Plant Community Actions (Douglas fir bunchgrass)

Action	Details
Salting	Salt must be placed away from areas of high utilization, and not within 200 metres of riparian areas.
Timing	Deferred use every second year. No Graze Period: Not Provided - Not Provided

Herding

Riding once every two weeks to distribute cattle.

Criteria (Douglas fir bunchgrass)

Range Readiness

If more than one readiness criteria is provided, all such criteria must be met before grazing may occur

Readiness Date

Not provided

Other

Not provided

Indicator Plant

Wheatgrass, bluebunch

Pinegrass

Criteria (Leaf Stage)

4

2.5

Stubble Height

Livestock must be removed on the first to occur of the date in the plan (ex. schedule), stubble height criteria or average browse criteria.

Indicator Plant

Bluegrass, Kentucky

Pinegrass

Wheatgrass, bluebunch

Height After Grazing (cm)

8

15

15

Shrub Use

Unless otherwise indicated above, shrub species may be browsed at 25% of current annual growth.

% of Current Annual Growth

Not provided

Pasture: Colley

Allowable AUMs

Not provided

Private Land Deduction

Not provided

Pasture Notes (non legal content)

This pasture includes Yet Creek and Lower Colley which have been combined into a single pasture called Colley.

Plant Communities: (Colley)

Plant community: Douglas fir pinegrass

Plant Community Description

Much of this pasture is dominated by Douglas-fir pinegrass community in the late seral stage. Some warm, dry slopes have bluebunch wheatgrass present. Other species present include arnica, strawberry, soopolallie and willows. There are small openings that have bluegrasses and weedy forbs occasionally throughout the pasture. The current plant community is the desired plant community, with the exception of the small openings where the desired plant community is a more vigorous bluegrass community with less increaser forbs.

Plant Community URL

<https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/rangelands/firpinegrass.pdf>

Purpose of Actions

Maintain

Plant Community Actions (Douglas fir pinegrass)

Action	Details
Salting	Salt must be placed away from areas of high utilization, and not within 200 metres of riparian areas.
Herding	Riding once every two weeks to distribute cattle.
Timing	Deferred use every second year. No Graze Period: Not Provided - Not Provided

Criteria (Douglas fir pinegrass)

Range Readiness

If more than one readiness criteria is provided, all such criteria must be met before grazing may occur

Readiness Date

Not provided

Other

Not provided

Indicator Plant

Pinegrass

Wheatgrass, bluebunch

Criteria (Leaf Stage)

2.5

4

Stubble Height

Livestock must be removed on the first to occur of the date in the plan (ex. schedule), stubble height criteria or average browse criteria.

Indicator Plant

Wheatgrass, bluebunch

Pinegrass

Bluegrass, Kentucky

Height After Grazing (cm)

15

15

8

Shrub Use

Unless otherwise indicated above, shrub species may be browsed at 25% of current annual growth.

% of Current Annual Growth

Not provided

Pasture: Blue Earth

Allowable AUMs

Not provided

Private Land Deduction

Not provided

Pasture Notes (non legal content)

Not provided

Plant Communities: (Blue Earth)

Plant community: Lodgepole pine pinegrass

Plant Community Description

Large cutblocks are common in this pasture, with the dominant plant community present in the blocks being pinegrass, fireweed, lupine, strawberry, aster, soopolallie, and some willow shrubs. Mature forest stands consist of spruce and fir, with limited forage in the understory. The current plant community is the desired plant community.

Plant Community URL

Purpose of Actions

Maintain

Plant Community Actions (Lodgepole pine pinegrass)

Action

Details

Herding

Riding once every two weeks to distribute cattle.

Salting

Salt must be placed away from areas of high utilization, and not within 200 metres of riparian areas.

Criteria (Lodgepole pine pinegrass)

Range Readiness

If more than one readiness criteria is provided, all such criteria must be met before grazing may occur

Readiness Date

Not provided

Other

Not provided

Indicator Plant

Pinegrass

Criteria (Leaf Stage)

2.5

Stubble Height

Livestock must be removed on the first to occur of the date in the plan (ex. schedule), stubble height criteria or average browse criteria.

Indicator Plant

Pinegrass

Height After Grazing (cm)

15

Bluegrass, Kentucky

8

Shrub Use

Unless otherwise indicated above, shrub species may be browsed at 25% of current annual growth.

% of Current Annual Growth

Not provided

Plant community: Douglas fir pinegrass

Plant Community Description

The lower elevation areas of this pasture, as well as area surrounding Blue Earth Lake are dominated by Douglas-fir pinegrass community in the late seral stage. Some warm, dry slopes have bluebunch wheatgrass present. Other species present include arnica, strawberry, soopolallie and willows. There are small openings that have bluegrasses and weedy forbs occasionally throughout the pasture. The current plant community is the desired plant community, with the exception of the small openings where the desired plant community is a more vigorous bluegrass community with less increaser forbs.

Plant Community URL

<https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/rangelands/firpinegrass.pdf>

Purpose of Actions

Maintain

Plant Community Actions (Douglas fir pinegrass)

Action

Details

Herding

Riding once every two weeks to distribute cattle.

Salting

Salt must be placed away from areas of high utilization, and not within 200 metres of riparian areas.

Timing

Differed use every second year.

No Graze Period: Not Provided - Not Provided

Criteria (Douglas fir pinegrass)

Range Readiness

If more than one readiness criteria is provided, all such criteria must be met before grazing may occur

Readiness Date

Not provided

Other

Not provided

Indicator Plant

Criteria (Leaf Stage)

Pinegrass

2.5

Wheatgrass, bluebunch

4

Stubble Height

Livestock must be removed on the first to occur of the date in the plan (ex. schedule), stubble height criteria or average browse criteria.

Indicator Plant

Height After Grazing (cm)

Wheatgrass, bluebunch

15

Pinegrass

15

Shrub Use

Unless otherwise indicated above, shrub species may be browsed at 25% of current annual growth.

% of Current Annual Growth

Not provided

Schedules

2021 Schedule

Pasture	Livestock Type	# of Animals	Date in	Date out	Days	Grace Days	PLD	Crown AUMs
White Mountain	Bull	13	Jun 22	Jul 21	30	1	0	19.2
Langley Canyon	Bull	3	Jun 01	Jun 21	21	1	0	3.1
Colley	Bull	13	Sep 02	Oct 07	36	1	0	23.1
Blue Earth	Cow with Calf	250	Jul 22	Sep 01	42	1	0	344.9
Blue Earth	Bull	13	Jul 22	Sep 01	42	1	0	26.9
White Mountain	Cow with Calf	250	Jun 22	Jul 21	30	1	0	246.4
Langley Canyon	Cow with Calf	70	Jun 01	Jun 21	21	1	0	48.3
Colley	Cow with Calf	250	Sep 02	Oct 07	36	1	0	295.7

Authorized AUMs: 1118 Total AUMs: 1007.6

Schedule description is optional but if included is legal content

Schedule Description

Dates are approximate. Changes of more than a week will require an amendment to the grazing schedule in MyRangeBC and notification that an update has been made to your zone agrologist by phone or email.

- Cattle will be moved when the prescribed level of utilization is reached, or by the date in the grazing schedule, whichever comes first.

- 90% of herd to be moved by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Any remaining livestock will be moved within 5 days. Any livestock drift between pastures will be moved to the appropriate pasture within a 72 hour period.

- 100% of herd to be removed at the end of the grazing season by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Stragglers are to be actively pursued on a daily basis and gathered and removed within a 24 hour period once located

2022 Schedule

Pasture	Livestock Type	# of Animals	Date in	Date out	Days	Grace Days	PLD	Crown AUMs
Colley	Cow with Calf	175	Jul 16	Aug 15	31	1	0	178.2
Blue Earth	Cow with Calf	250	Aug 16	Oct 07	53	1	0	435.3
Cairn-Blustry	Cow with Calf	75	Jul 16	Oct 07	84	1	0	207



Parke Lake	Cow with Calf	250	Jun 21	Jul 15	25	1	0	205.3
Blue Earth	Bull	13	Aug 16	Oct 07	53	1	0	34
Colley	Bull	13	Jul 16	Aug 15	31	1	0	19.9
Parke Lake	Bull	13	Jun 21	Jul 15	25	1	0	16

Authorized AUMs: 1118 Total AUMs: 1095.7

Schedule description is optional but if included is legal content

Schedule Description

Dates are approximate. Changes of more than a week will require an amendment to the grazing schedule in MyRangeBC and notification that an update has been made to your zone agrologist by phone or email.

- Cattle will be moved when the prescribed level of utilization is reached, or by the date in the grazing schedule, whichever comes first.
- 90% of herd to be moved by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Any remaining livestock will be moved within 5 days. Any livestock drift between pastures will be moved to the appropriate pasture within a 72 hour period.
- 100% of herd to be removed at the end of the grazing season by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Stragglers are to be actively pursued on a daily basis and gathered and removed within a 24 hour period once located

2023 Schedule

Pasture	Livestock Type	# of Animals	Date in	Date out	Days	Grace	Days PLD	Crown AUMs
Colley	Bull	13	Sep 02	Oct 07	36	1	0	23.1
White Mountain	Bull	13	Jun 22	Jul 21	30	1	0	19.2
Colley	Cow with Calf	250	Sep 02	Oct 07	36	1	0	295.7
White Mountain	Cow with Calf	250	Jun 22	Jul 21	30	1	0	246.4
Blue Earth	Cow with Calf	250	Jul 22	Sep 01	42	1	0	344.9
Langley Canyon	Bull	3	Jun 01	Jun 21	21	1	0	3.1
Blue Earth	Bull	13	Jul 22	Sep 01	42	1	0	26.9
Langley Canyon	Cow with Calf	70	Jun 01	Jun 21	21	1	0	48.3

Authorized AUMs: 1118 Total AUMs: 1007.6

Schedule description is optional but if included is legal content

Schedule Description

Dates are approximate. Changes of more than a week will require an amendment to the grazing schedule in MyRangeBC and notification that an update has been made to your zone agrologist by phone or email.

- Cattle will be moved when the prescribed level of utilization is reached, or by the date in the grazing schedule, whichever comes first.

- 90% of herd to be moved by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Any remaining livestock will be moved within 5 days. Any livestock drift between pastures will be moved to the appropriate pasture within a 72 hour period.

- 100% of herd to be removed at the end of the grazing season by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Stragglers are to be actively pursued on a daily basis and gathered and removed within a 24 hour period once located

2024 Schedule

Pasture	Livestock Type	# of Animals	Date in	Date out	Days	Grace Days	PLD	Crown AUMs
Cairn-Blustry	Cow with Calf	75	Jul 16	Oct 07	84	1	0	207
Blue Earth	Cow with Calf	250	Aug 16	Oct 07	53	1	0	435.3
Colley	Bull	13	Jul 16	Aug 15	31	1	0	19.9
Parke Lake	Cow with Calf	250	Jun 21	Jul 15	25	1	0	205.3
Colley	Cow with Calf	175	Jul 16	Aug 15	31	1	0	178.2
Parke Lake	Bull	13	Jun 21	Jul 15	25	1	0	16
Blue Earth	Bull	13	Aug 16	Oct 07	53	1	0	34

Authorized AUMs: Total AUMs: 1095.7

Schedule description is optional but if included is legal content

Schedule Description

Dates are approximate. Changes of more than a week will require an amendment to the grazing schedule in MyRangeBC and notification that an update has been made to your zone agronomist by phone or email.

- Cattle will be moved when the prescribed level of utilization is reached, or by the date in the grazing schedule, whichever comes first.

- 90% of herd to be moved by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Any remaining livestock will be moved within 5 days. Any livestock drift between pastures will be moved to the appropriate pasture within a 72 hour period.

- 100% of herd to be removed at the end of the grazing season by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Stragglers are to be actively pursued on a daily basis and gathered and removed within a 24 hour period once located

2025 Schedule

Pasture	Livestock Type	# of Animals	Date in	Date out	Days	Grace Days	PLD	Crown AUMs
Colley	Cow with Calf	175	Jul 16	Aug 15	31	1	0	178.2



Cairn-Blustry	Cow with Calf	75	Jul 16	Oct 07	84	1	0	207
Blue Earth	Cow with Calf	250	Aug 16	Oct 07	53	1	0	435.3
Parke Lake	Cow with Calf	250	Jun 21	Jul 15	25	1	0	205.3
Colley	Bull	13	Jul 16	Aug 15	31	1	0	19.9
Parke Lake	Bull	13	Jun 21	Jul 15	25	1	0	16
Blue Earth	Bull	13	Aug 16	Oct 07	53	1	0	34

Authorized AUMs: Total AUMs: 1095.7

Schedule description is optional but if included is legal content

Schedule Description

Dates are approximate. Changes of more than a week will require an amendment to the grazing schedule in MyRangeBC and notification that an update has been made to your zone agrologist by phone or email.

- Cattle will be moved when the prescribed level of utilization is reached, or by the date in the grazing schedule, whichever comes first.
- 90% of herd to be moved by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Any remaining livestock will be moved within 5 days. Any livestock drift between pastures will be moved to the appropriate pasture within a 72 hour period.
- 100% of herd to be removed at the end of the grazing season by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Stragglers are to be actively pursued on a daily basis and gathered and removed within a 24 hour period once located



Minister's Issues and Actions

No minister issues provided

Invasive Plants

I commit to carry out the following measures to prevent the introduction or spread of invasive plants that are likely the result of my range practices:

Equipment and vehicles will not be parked on invasive plant infestations

Any work will begin in un-infested areas before moving to infested locations

Clothing and vehicle/equipment undercarriages will be regularly inspected for plant parts or propagules if working in an area known to contain invasive plants

Revegetate disturbed areas that have exposed mineral soil within one year of disturbance by seeding using Common #1 Forage Mixture or better. The certificate of seed analysis will be requested and seed that contains weed seeds of listed invasive plants and/or invasive plants that are high priority to the area will be rejected. Seeding will occur around range developments and areas of cattle congregation where bare soil is exposed. Revegetated areas will be monitored and revegetated as necessary until exposed soil is eliminated.

The range agreement holder will take steps to control small new patches of invasive weeds, such as hand-pulling.

The range agreement holder will map and report noxious weed infestations on their range to the Invasive Species Council of BC, FLNRORD, and the forest licensee if applicable.

The range agreement holder will ensure that livestock are free of weed seeds prior to moving them onto crown range.

The range agreement holder will seed any areas disturbed for range improvements with a seed mix approved by FLNRORD in that growing season.

Additional Requirements

Other direction or agreements with which this Range Use Plan must be consistent.

Category	Details
Land Use Plan	Kamloops Land and Resource Management Plan, July 1995 https://www2.gov.bc.ca/gov/content/industry/crown-land-wa-ter/land-use-planning/regions/thompson-okanagan/kamloops-lrmp URL: ter/land-use-planning/regions/thompson-okanagan/kamloops-lrmp
Other	Management Direction Statement for Blue Earth Lake Provincial Park, June 1999 https://bcparks.ca/planning/mgmt-plns/blueearth/blueearth.pdf?v=1608591296279 URL: plns/blueearth/blueearth.pdf?v=1608591296279

Management Considerations

Content in this section is non-legal and is intended to provide additional information about management within the agreement area.

Considerations

Not provided

Details

Cattle will be moved every two weeks or more if needed depending on the grass year. Salting will be used to keep cattle in areas and distributed.

URL: Not provided



Grazing Licence

FILE #: **15700-20/HATCREEKBEDARD** AGREEMENT #: **RAN077257-1**
STOCK RANGE: **Ashcroft** RANGE UNIT: **Bedard Lake**

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA
as represented by the DISTRICT MANAGER
MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
Thompson Rivers Forest District
1265 Dalhousie Drive
Kamloops, British Columbia
V2C 5Z5

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

AND: **Hat Creek Land & Cattle Company Ltd.**
#106-2480 Mt. Lehman Road
Abbotsford, British Columbia
V4X 2N3

("the Agreement Holder")

WHEREAS:

- A. The District Manager offered the Agreement Holder a replacement for Grazing Licence Number **RAN077257-0** pursuant to Section 23 of the *Range Act*. The Agreement Holder accepted the replacement offer, and;
- B. The parties have entered into this Licence pursuant to Section 23 of the *Range Act*.

THE PARTIES agree as follows:

1.00 TERM

- 1.01 The term of this Licence is **25** years beginning on **January 1, 2021**, and ending on **December 31, 2045**.
- 1.02 This Licence is replaceable under the *Range Act*.

2.00 AGREEMENT AREA

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

- (a) exclusions noted on the Exhibit A; and
- (b) exclusions arising from Exhibit B conditions.

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

3.00 GRANT OF RIGHTS

- 3.01 Subject to this Licence and its associated Range Use Plan or Range Stewardship Plan:
 - (a) the Agreement Holder may graze livestock, and

(b) the Authorized Yearly Use is **474** animal unit months ("AUMs").

4.00 ASSOCIATED PRIVATE LAND OR TENURE

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

5.00 RANGE USE PLAN or RANGE STEWARDSHIP PLAN

The Agreement Holder will prepare and maintain a Range Use Plan or Range Stewardship Plan as required in the *Forest and Range Practices Act*.

6.00 REPORTING

6.01 The District Manager, in a notice, may require the Agreement Holder from time to time to prepare and send a report containing such information as the District Manager requires regarding the Agreement Holder's performance of his/her obligations under or in respect of this Licence.

6.02 Upon receipt of a notice referred to in paragraph 6.01, the Agreement Holder, on or before the date specified in the notice, must submit a report to the District Manager containing the required information.

7.00 FINANCIAL

7.01 The Agreement Holder will pay annual rent, fees, fines and any other financial assessments as required under the *Range Act*.

7.02 The Agreement Holder will pay administrative penalties, fines, remediation costs, and any other financial assessments as required under the *Forest and Range Practices Act*.

7.03 The Agreement Holder will pay the interest on overdue accounts and any other financial assessments provided for by law and arising from the use of Crown range.

7.04 Fees and all other financial assessments must be paid as specified on the Province's invoices or statements.

8.00 LIVESTOCK OWNERSHIP AND CONTROL

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

9.00 INFECTIOUS OR CONTAGIOUS DISEASES

The Agreement Holder will not graze livestock which has any infectious or contagious disease or other condition that is a material risk to other livestock, wildlife or humans, on the Agreement Area or on any fee simple or leased lands that are not separated from Crown range by a fence or other barrier to livestock movement.

10.00 CLAIMS

10.01 The Agreement Holder will reimburse the Province for any loss caused to the Province as a result of the Agreement Holder's negligent or wilful default in the use of the Agreement Area.

10.02 The Province will not be responsible for the death, injury, or theft of livestock, or theft or damage to property belonging to the Agreement Holder.

10.03 The Province will not be responsible for any damage to range developments, except damage wilfully done by the Province or resulting from activities specifically authorized by the Province.

10.04 The Agreement Holder will have no claim against the Province for reimbursement for loss arising from deficiencies in the quality or quantity of forage on the Agreement Area.

11.00 NOTICES

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

12.00 SPECIAL CONDITIONS

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

13.00 REPRESENTATIONS

13.01 The Agreement Holder represents and warrants to the District Manager that:

- (a) the Agreement Holder has the ability to undertake and complete its obligations under the Licence;
- (b) he/she is the owner of the fee simple lands, the lessee of the leased lands, 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.

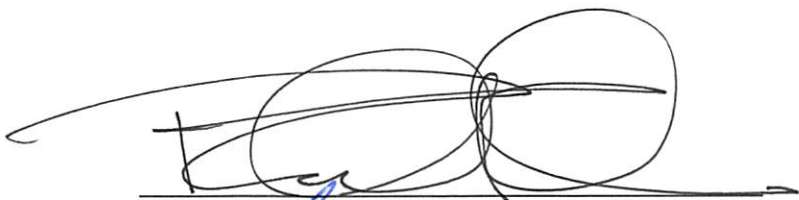
15.03 Nothing in this Licence authorizes the Agreement Holder to in any way restrict the Government's right of access to the Agreement Area.

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

Rachael Pollard, PAg.

Hat Creek Land & Cattle Company Ltd.



KEN FRIESEN (PRESIDENT)

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

EXHIBIT B
Special Conditions

RANGE AGREEMENT RAN077257-1

1. OVERWINTERING

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

2. CATTLE COUNT

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

EXHIBIT C
Associated Lands

RANGE AGREEMENT RAN077257-1

Legal Description (Lot #, Land District, Section, TP Region)	PID	Type of Holding	Expiry Date of Private Lease	Range Used Outside Tenure (ha)	Range Used within Tenure (ha)	Forage Producing Area (ha)	Total Area (ha)
SE ¼ Section 31, TP 19, R 26, W6M	014-646-129	CG		14.2		50.6	64.8
Grazing Lease #344270				559.4		9.3	568.7

Type of Holding

Crown Grant (CG)

Ag Lease (AL)

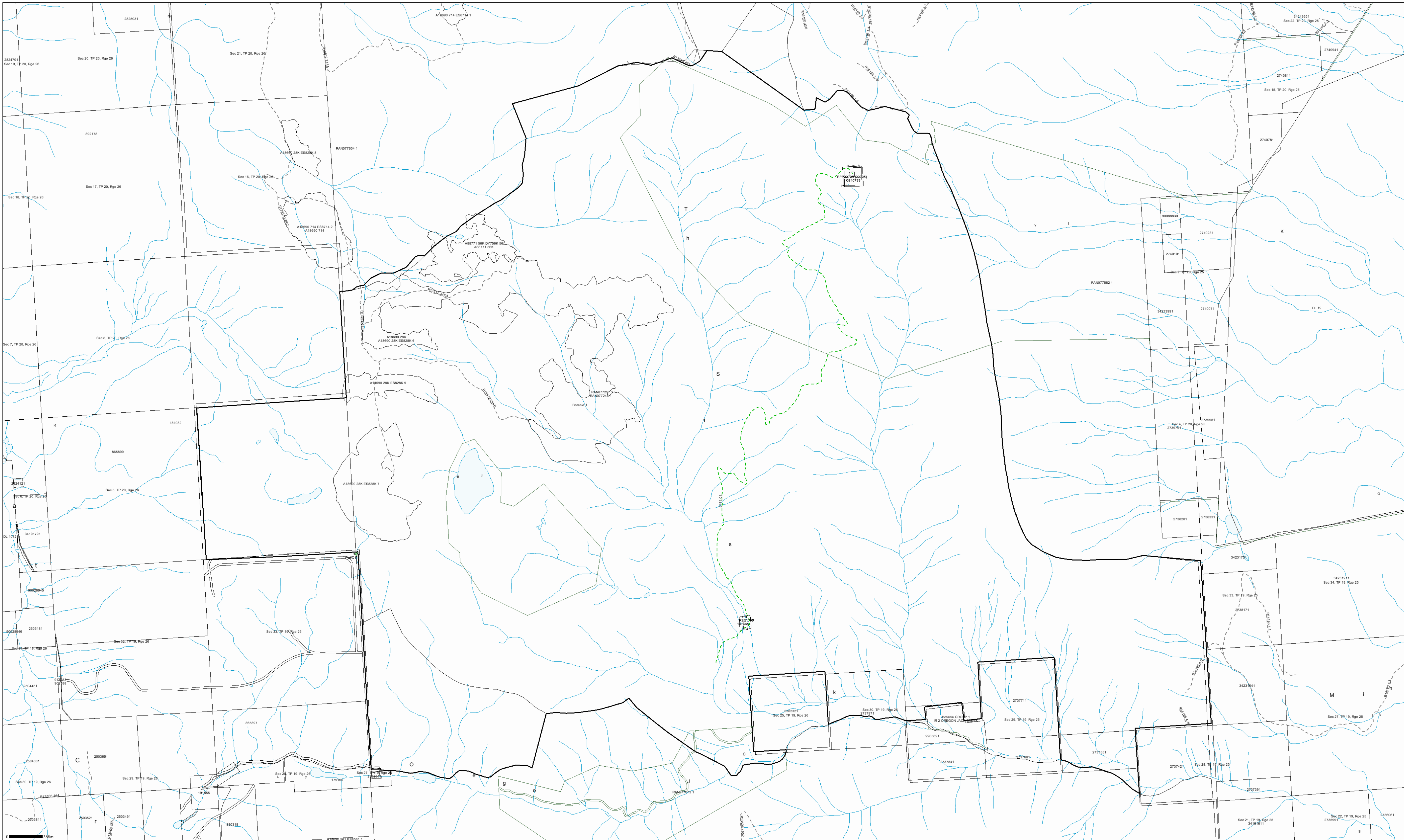
Grazing Lease (GL)

Private Lease (PL)

Other (OT)



MAP OF : RAN077257 Amendment #26964 (shown in bold black)			
FOREST REGION : RTO FOREST DISTRICT : DKA	TSA : 11 LAND DISTRICT : KDYD	PULPWOOD AGREEMENT : PAG16 A	MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 11
ESF SUBMISSION ID : 1409534 BCGS MAPSHEET NO : 921.063	SCALE : 1:20000 at D Size Area (Ha): 5008.849	UTM : 10 NAD : NAD 83	DRAWN BY : FTA DATE : Mar 26, 2015



Legend

- Tenure Application
- Tenure Road Application
- Retired Tenure Road
- P of C
- P of T
- Tenure Feature
- Range
- TFL
- Provincial Forest
- Forest Service Road
- Highway
- Municipal Road
- Non Status Road
- Recreation Trails
- Road Permit
- SUP Road
- Right of Way
- Schedule B CP Road
- Mineral Tenure Points
- Cities
- Waterbodies
- River/Stream
- Coastline / Island

1 (5008.849 Ha)
PolC1 UTM10 603544, 5613396

Range Tenure boundary outlines the grazing 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.

Per direction of the Range Officer, Range tenure conflicts will be addressed in the Range program license and permit issuance processes and do not require resolution through the FTA adjudication and clearance processes.

Range Use Plan STATUS: APPROVED

RAN077257

Plan Term

January 01, 2021 - December 31, 2025

Confirmed by Agreement Holder(s):

HAT CREEK LAND & CATTLE COMPANY LTD. - February 19, 2021 by agent Brian Parke

Confirmed by District Manager:

Edi Torrans

Printed Name

Signature

February 22, 2021

Date

Basic Information

Agreement Information

RAN

RAN077257

Agreement Type

E01 - Grazing Licence

Agreement Date

January 01, 2021 - December 31, 2045

Range Name

Hat Creek Bedard

Alternative Business Name

Not provided

Contact Information

District (Responsible)

DKA

Zone

KAMB

Contact Name

Hailey Manke

Contact Phone

2503126469

Contact Email

hailey.manke@gov.bc.ca

Plan Information

Plan Start Date

January 01, 2021

Plan End Date

December 31, 2025

Extended

Not provided

Exemption Status

Not Exempt

Agreement Holders

Name

Hat Creek Land & Cattle Company Ltd.

Type

Primary

Pastures

Pasture: 63

Allowable AUMs
Not provided

Private Land Deduction
Not provided

Pasture Notes (non legal content)
Not provided

Plant Communities: (63)

Plant community: Thompson Nicola upper grassland

Plant Community Description

Some areas within the 63 pasture have an upper grassland plant community that is currently dominated by Bluebunch Wheatgrass and numerous forbs. The desired plant community should have greater amounts of rough fescue present.

Plant Community URL

<https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/rangelands/thompsonnicolaupper-grassland.pdf>

Purpose of Actions

None

Criteria (Thompson Nicola upper grassland)

Range Readiness

If more than one readiness criteria is provided, all such criteria must be met before grazing may occur

Readiness Date

Not provided

Other

Not provided

Indicator Plant

Wheatgrass, bluebunch

Criteria (Leaf Stage)

4

Stubble Height

Livestock must be removed on the first to occur of the date in the plan (ex. schedule), stubble height criteria or average browse criteria.

Indicator Plant

Wheatgrass, bluebunch

Height After Grazing (cm)

15

Shrub Use

Unless otherwise indicated above, shrub species may be browsed at 25% of current annual growth.

% of Current Annual Growth

Not provided

Pasture: Bedard North and Bedard South

Allowable AUMs
Not provided

Private Land Deduction
Not provided

Pasture Notes (non legal content)

Not provided

Plant Communities: (Bedard North and Bedard South)

Plant community: Lodgepole pine pinegrass

| Elevation: >1500 m

Plant Community Description

There are many large cutblocks within Bedard North and Bedard South that are classified as a lodgepole pine pinegrass plant community in the early seral stage, unaltered by grazing. The dominant grass species is pinegrass, with some bluegrass present. There is upland sedges aswell. The forbs present include fireweed, aster, lupine, arnica and strawberry. Shrubs present include willow, soopolallie, and rose. It is important to note that the cutblocks have been regenerated with multiple tree species including pine, fir and spruce.

There are some older cutblocks of greater than 20 years of age present in Bedard North and South. These older stands provide minimal forage value and the landings and roadways in these cutblocks are dominated by bluegrass and the soils are very compacted. The desired plant community along the roadway and landings of these older blocks should be more vigorous bluegrass.

Plant Community URL

<https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/rangelands/lodgepolepinepine-grass.pdf>

Purpose of Actions

Maintain

Plant Community Actions (Lodgepole pine pinegrass)

Action	Details
Salting	Salt must be placed in less desirable areas, away from areas of high utilization, and not within 200 metres of riparian areas.
Herding	Livestock will be distributed by riding every 2 weeks.

Criteria (Lodgepole pine pinegrass)

Range Readiness

If more than one readiness criteria is provided, all such criteria must be met before grazing may occur

Readiness Date

Not provided

Other

Not provided

Indicator Plant

Pinegrass

Criteria (Leaf Stage)

2.5

Stubble Height

Livestock must be removed on the first to occur of the date in the plan (ex. schedule), stubble height criteria or average browse criteria.

Indicator Plant

Bluegrass, Kentucky

Height After Grazing (cm)

8

Pinegrass

15

Shrub Use

Unless otherwise indicated above, shrub species may be browsed at 25% of current annual growth.

% of Current Annual Growth

Not provided

Plant community: Other

| Elevation: >1500 m

Plant Community Description

The aspen parklands community includes a mix of aspen stands with some small openings. Currently, the understory is dominated by kentucky bluerass. The desired plant community in the short term is an increase in vigor of the understory and an increase in shrub cover in the aspen parklands.

Plant Community URL

Purpose of Actions

Establish

Plant Community Actions (Other)

Action

Details

Salting

Salt must be placed in less desirable areas, away from areas of high utilization, and not within 200 metres of riparian areas.

Herding

Livestock will be distributed by riding every 2 weeks.

Criteria (Other)

Range Readiness

If more than one readiness criteria is provided, all such criteria must be met before grazing may occur

Readiness Date

Not provided

Other

Not provided

Indicator Plant

Pinegrass

Criteria (Leaf Stage)

2.5

Stubble Height

Livestock must be removed on the first to occur of the date in the plan (ex. schedule), stubble height criteria or average browse criteria.

Indicator Plant

Bluegrass, Kentucky

Height After Grazing (cm)

8

Shrub Use

Unless otherwise indicated above, shrub species may be browsed at 25% of current annual growth.

% of Current Annual Growth

20

Pasture: Three Sisters Creek

Allowable AUMs

Not provided

Private Land Deduction

Not provided

Pasture Notes (non legal content)

Currently Hat Creek Land and Cattle Company Ltd. does not use this pasture.

Pasture: Ann Creek

Allowable AUMs

Not provided

Private Land Deduction

Not provided

Pasture Notes (non legal content)

Currently Hat Creek Land and Cattle Company Ltd. does not use this pasture.

Pasture: Cornwall Mountain

Allowable AUMs

Not provided

Private Land Deduction

Not provided

Pasture Notes (non legal content)

Currently Hat Creek Land and Cattle Company Ltd. does not use this pasture.

Schedules

2021 Schedule

Pasture	Livestock Type	# of Animals	Date in	Date out	Days	Grace Days	PLD	Crown AUMs
63	Cow with Calf	110	Jun 21	Jul 01	11	1	0	39.8
63	Bull	10	Jun 21	Jul 01	11	1	0	5.4
Bedard North and Bedard South	Cow with Calf	110	Jul 01	Sep 30	92	1	0	332.5
Bedard North and Bedard South	Bull	10	Jul 01	Sep 30	92	1	0	45.3

Authorized AUMs: 474 Total AUMs: 423

Schedule description is optional but if included is legal content

Schedule Description

Dates are approximate. Changes of more than a week will require an amendment to the grazing schedule in MyRangeBC and notification that an update has been made to your zone agrologist by phone or email.

- Cattle will be moved when the prescribed level of utilization is reached, or by the date in the grazing schedule, whichever comes first.

- 90% of herd to be moved by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Any remaining livestock will be moved within 5 days. Any livestock drift between pastures will be moved to the appropriate pasture within a 72 hour period.

- 100% of herd to be removed at the end of the grazing season by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Stragglers are to be actively pursued on a daily basis and gathered and removed within a 24 hour period once located

2022 Schedule

Pasture	Livestock Type	# of Animals	Date in	Date out	Days	Grace Days	PLD	Crown AUMs
Bedard North and Bedard South	Cow with Calf	110	Jun 21	Sep 01	73	1	0	263.8
Bedard North and Bedard South	Bull	10	Jun 21	Sep 01	73	1	0	36
63	Cow with Calf	110	Sep 01	Sep 30	30	1	0	108.4
63	Bull	10	Sep 01	Sep 30	30	1	0	14.8



Schedule description is optional but if included is legal content

Schedule Description

Dates are approximate. Changes of more than a week will require an amendment to the grazing schedule in MyRangeBC and notification that an update has been made to your zone agrologist by phone or email.

- Cattle will be moved when the prescribed level of utilization is reached, or by the date in the grazing schedule, whichever comes first.
- 90% of herd to be moved by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Any remaining livestock will be moved within 5 days. Any livestock drift between pastures will be moved to the appropriate pasture within a 72 hour period.
- 100% of herd to be removed at the end of the grazing season by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Stragglers are to be actively pursued on a daily basis and gathered and removed within a 24 hour period once located

2023 Schedule

Table with 9 columns: Pasture, Livestock Type, # of Animals, Date in, Date out, Days, Grace Days PLD, Crown AUMs. Rows include data for pastures 63 and Bedard North and Bedard South with various livestock types and dates.

Schedule description is optional but if included is legal content

Schedule Description

Dates are approximate. Changes of more than a week will require an amendment to the grazing schedule in MyRangeBC and notification that an update has been made to your zone agrologist by phone or email.

- Cattle will be moved when the prescribed level of utilization is reached, or by the date in the grazing schedule, whichever comes first.
- 90% of herd to be moved by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Any remaining livestock will be moved within 5 days. Any livestock drift between pastures will be moved to the appropriate pasture within a 72 hour period.
- 100% of herd to be removed at the end of the grazing season by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Stragglers are to be actively pursued on a daily basis and gathered and removed within a 24 hour period once located

2024 Schedule



Pasture	Livestock Type	# of Animals	Date in	Date out	Days	Grace Days	PLD	Crown AUMs
Bedard North and Bedard South	Cow with Calf	110	Jun 21	Sep 01	73	1	0	263.8
Bedard North and Bedard South	Bull	10	Jun 21	Sep 01	73	1	0	36
63	Cow with Calf	110	Sep 01	Sep 30	30	1	0	108.4
63	Bull	10	Sep 01	Sep 30	30	1	0	14.8

Authorized AUMs: 474 Total AUMs: 423

Schedule description is optional but if included is legal content

Schedule Description

Dates are approximate. Changes of more than a week will require an amendment to the grazing schedule in MyRangeBC and notification that an update has been made to your zone agrologist by phone or email.

- Cattle will be moved when the prescribed level of utilization is reached, or by the date in the grazing schedule, whichever comes first.

- 90% of herd to be moved by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Any remaining livestock will be moved within 5 days. Any livestock drift between pastures will be moved to the appropriate pasture within a 72 hour period.

- 100% of herd to be removed at the end of the grazing season by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Stragglers are to be actively pursued on a daily basis and gathered and removed within a 24 hour period once located

2025 Schedule

Pasture	Livestock Type	# of Animals	Date in	Date out	Days	Grace Days	PLD	Crown AUMs
63	Cow with Calf	110	Jun 21	Jul 01	11	1	0	39.8
63	Bull	10	Jun 21	Jul 01	11	1	0	5.4
Bedard North and Bedard South	Cow with Calf	110	Jul 01	Sep 30	92	1	0	332.5
Bedard North and Bedard South	Bull	10	Jul 01	Sep 30	92	1	0	45.3

Authorized AUMs: 474 Total AUMs: 423

Schedule description is optional but if included is legal content

Schedule Description



Dates are approximate. Changes of more than a week will require an amendment to the grazing schedule in MyRangeBC and notification that an update has been made to your zone agrologist by phone or email.

- Cattle will be moved when the prescribed level of utilization is reached, or by the date in the grazing schedule, whichever comes first.
- 90% of herd to be moved by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Any remaining livestock will be moved within 5 days. Any livestock drift between pastures will be moved to the appropriate pasture within a 72 hour period.
- 100% of herd to be removed at the end of the grazing season by the scheduled date or when the prescribed level of utilization is reached, whichever comes first. Stragglers are to be actively pursued on a daily basis and gathered and removed within a 24 hour period once located



Minister's Issues and Actions

No minister issues provided

Invasive Plants

I commit to carry out the following measures to prevent the introduction or spread of invasive plants that are likely the result of my range practices:

Equipment and vehicles will not be parked on invasive plant infestations

Any work will begin in un-infested areas before moving to infested locations

Clothing and vehicle/equipment undercarriages will be regularly inspected for plant parts or propagules if working in an area known to contain invasive plants

Revegetate disturbed areas that have exposed mineral soil within one year of disturbance by seeding using Common #1 Forage Mixture or better. The certificate of seed analysis will be requested and seed that contains weed seeds of listed invasive plants and/or invasive plants that are high priority to the area will be rejected. Seeding will occur around range developments and areas of cattle congregation where bare soil is exposed. Revegetated areas will be monitored and revegetated as necessary until exposed soil is eliminated.

The range agreement holder will take steps to control small new patches of invasive weeds, such as hand-pulling.

The range agreement holder will map and report noxious weed infestations on their range to the Invasive Species Council of BC, FLNRORD, and the forest licensee if applicable.

The range agreement holder will ensure that livestock are free of weed seeds prior to moving them onto crown range.

The range agreement holder will seed any areas disturbed for range improvements with a seed mix approved by FLNRORD in that growing season.

Additional Requirements

Other direction or agreements with which this Range Use Plan must be consistent.

Category	Details
Land Use Plan	Kamloops Land and Resource Management Plan, July 1995 https://www2.gov.bc.ca/gov/content/industry/crown-land-wa-ter/land-use-planning/regions/thompson-okanagan/kamloops-lrmp URL: ter/land-use-planning/regions/thompson-okanagan/kamloops-lrmp
Other	Management Direction Statement for Bedard Aspen Provincial Park, October 1999 http://bcparcs.ca/planning/mgmtplns/bedard/bedard.pdf?v=1606435040151 URL: dard.pdf?v=1606435040151

Management Considerations

Content in this section is non-legal and is intended to provide additional information about management within the agreement area.

Considerations

Not provided

Details

Cattle will be moved around every two weeks, salting will be used to control cattle movements. Fences are very old and not working so cattle may move throughout the whole area freely.

URL: Not provided

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

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



Report of a Disposition of a *Range Act* Agreement

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

(Print Name)

Date

Signature

(Print name)

Date

Signature

(Print Name)

Date

Signature

(Print name)

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)

<u>FULL LEGAL NAME (NO INITIALS)</u>			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.

<u>FULL LEGAL NAME (NO INITIALS)</u>			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.

<u>FULL LEGAL NAME (NO INITIALS)</u>			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.

<u>FULL LEGAL NAME (NO INITIALS)</u>			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.



Client Information (Corporation)

FULL LEGAL NAME (NO INITIALS)	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: _____

FULL LEGAL NAME (NO INITIALS)	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: _____

FULL LEGAL NAME (NO INITIALS)	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: _____

AGRICULTURAL LEASE

THIS LEASE dated as of the 1st day of June 2014,

BETWEEN:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
c/o Properties, 12th Floor - 333 Dunsmuir Street,
Vancouver, BC V6B 5R3

(the "Landlord")

AND:

HAT CREEK LAND & CATTLE COMPANY LTD.
#305 – 2692 Clearbrook Road, Abbotsford, BC V2T 2Y8

(the "Tenant")

BACKGROUND

- A. The Landlord is the registered and beneficial owner of the Lands.
- B. The Landlord has agreed to lease the Lands and the Landlord's Improvements (collectively, the "Premises") to the Tenant on the terms and conditions set out below.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties covenant and agree as follows:

PART 1 - DEFINITIONS

- 1.1 **Definitions.** In this Agreement, including the recitals and the schedules, unless there is something in the subject matter or context inconsistent with such meanings, words with initial capitalization will have the meanings indicated in Schedule 1 attached hereto.

PART 2 - DEMISE AND TERM

- 2.1 **Demise.** The Landlord leases the Premises to the Tenant for the Term, and the Tenant leases the Premises from the Landlord for the Term, subject to the terms of this Agreement and subject to the Permitted Encumbrances.
- 2.2 **Term.** The Tenant will have and hold the Premises, subject to the exceptions and reservation set out above, for the Term.

PART 3 - RENT

- 3.1 **Rent.**
 - (a) During the Term, the Tenant will pay in lawful Canadian dollars to the Landlord, at such

place as the Landlord designates, and without deduction, set off or abatement whatsoever, the aggregate of:

- (i) basic rent ("**Basic Rent**") of \$16,000.00 for each year, payable in equal consecutive monthly installments of \$1,333.33, plus GST, in advance on the first day of each calendar month during each year of the Term commencing June 1, 2014; and
- (j) Additional Rent.

For greater certainty, Basic Rent includes the Tenant's portion of the Taxes attributable to the Premises.

- (b) Every two years during the Term, the Landlord will have the right, but not the obligation, to review the Basic Rent payable during the next two (2) years of the Term. If the Landlord exercises this right, the rent payable will be determined by the Landlord having regard to the then current fair market rates for spaces of comparable size, use, quality and location in the general vicinity of the Premises.

3.2 Tenant Taxes. The Tenant will pay as they fall due all Tenant Taxes to the extent that such Tenant Taxes are not included in the Taxes already paid by the Tenant pursuant to this Agreement. The Landlord will have the same rights and remedies for non-payment of any Tenant Taxes as it has for non-payment of Basic Rent and Additional Rent and upon request by the Landlord, the Tenant will deliver to the Landlord receipts for payment of all such Tenant Taxes.

3.3 Good and Services Tax. The Tenant will pay to the Landlord GST in accordance with the applicable legislation at the same time as the amounts to which such GST apply are payable to the Landlord under the terms of this Agreement. The Landlord will provide the Tenant with its GST registration number. Notwithstanding any other section of this Agreement, the amount payable by the Tenant under this clause will be deemed not to be Rent, but the Landlord will have the same remedies for and rights of recovery of such amount as it has for recovery of Rent under this Agreement.

3.4 Rent for Irregular Periods. Notwithstanding paragraph 3.1(a), if the first or last month of the Term is not a full calendar month, Basic Rent and Additional Rent for that partial month will be calculated and paid on a proportionate basis.

PART 4 - USE OF PREMISES AND TENANT COVENANTS

4.1 Permitted Use. The Tenant will use the Premises solely for the Permitted Purposes and the Tenant will not use the Premises or permit them to be used for any other purpose without the Landlord's consent which can be withheld in the Landlord's absolute discretion. For greater certainty, the Tenant acknowledges and agrees with the Landlord that any living accommodation included with the Premises is primarily occupied for business purposes.

4.2 Tenant Covenants. The Tenant covenants and agrees as follows:

- (a) to operate its business on the Premises in a good, efficient and business-like manner in the best interests of the Premises, and in compliance with all laws (including all Environmental Laws), ordinances, rules and regulations of Government Authorities now

in force or hereafter in force, and in compliance with the rules and regulations of the Landlord established from time to time;

- (b) that it accepts the Premises on an "as is where is" basis; that the Landlord has not made any representations or warranties regarding the condition of the Premises, or the suitability or zoning of the Premises for the Tenant's intended use;
- (c) that prior to taking possession of the Premises, the Tenant did, or was given the opportunity to, perform such investigations of the Premises as it considered appropriate, and that the Tenant is satisfied with the zoning, condition (including environmental condition) and the suitability of the Premises;
- (d) at its sole cost and expense, to keep the Premises in a clean, orderly and sanitary condition and keep the Premises free of noxious weeds, all in accordance with standards that are acceptable to the Landlord;
- (e) not to do anything which may result in annoyance, nuisance, grievance, damage or disturbance to occupiers or owners of any other lands or premises or to the holders of any registered easement, right-of-way, or other encumbrance charging the whole or any part of the Lands;
- (f) to permit the Landlord, and the Landlord's authorized agents, employees and contractors, at any time and from time to time, to enter the Premises for the purposes of inspection, maintenance, or making repairs, alterations or improvements to the Premises or to have access to utilities and services or to determine the electric power consumption by the Tenant in the Premises. The Tenant will provide free and unimpeded access for these purposes and will not be entitled to compensation for any inconvenience, nuisance, or discomfort caused thereby, but the Landlord in exercising its rights hereunder will proceed to the extent reasonably possible so as to minimize interference with the Tenant's use and enjoyment of the Premises;
- (g) to pay 100 hundred percent (100%) of all utility costs and other costs directly attributable to the Premises;
- (h) to pay directly to the supplier when due, all charges for any of the above-mentioned utilities separately metered and invoiced for the Premises, to arrange with all suppliers of utilities to have the invoices sent directly to the Tenant, and, upon request from the Landlord, to provide to the Landlord copies of all receipted invoices for utilities;
- (i) not to commit, or permit to be committed, waste upon the Premises or do or permit to be done anything which may be a nuisance at law or in the Landlord's opinion, or that may increase the hazard of fire or liability of any kind at the Premises;
- (j) not to permit any debris, garbage, trash or refuse to be placed or left on the Premises, but to deposit same in the areas and in the manner as designated by the Landlord from time to time; should there be any costs for the removal of said items, whether charged by the municipality or otherwise, the Tenant will pay for such costs;
- (k) to keep all drains and ditches on the Premises clear of obstructions and in good functioning order at all times;

- (l) to comply with all municipal, provincial and federal bylaws, laws, regulations and other requirements applicable to the Tenant's use and occupation of the Premises, including the *Weed Control Act*;
- (m) not to alter, improve or renovate any part of the Premises (other than placing fencing along the boundaries and moveable grain bins), nor change any lock in the Premises, unless the Landlord has first given its written approval for that work. The Tenant will provide the Landlord with any plans, specifications or other information that the Landlord may reasonably require in connection with the Tenant's request for such approval. The Tenant agrees that all Leasehold Improvements will be the property of the Tenant;
- (n) to:
 - (i) manage the Premises in a good and proper manner and in accordance with the management plan attached as Schedule 4 and engage in good husbandry and ranching practices;
 - (ii) not impoverish, depreciate or injure the soil or diminish the value of the Premises;
 - (iii) not overgraze the Premises;
 - (iv) not cut or permit to be cut any timber or trees on the Premises except with the prior written consent of the Landlord; and
 - (v) keep at the Premises a maximum of 175 cow/calf pairs or 260 yearlings or equivalent. If the Tenant requests approval from the Landlord for the above animal numbers to be increased, and provided that the Landlord approves the increase in writing, the Basic Rent will be increased during the Term by \$90 per annum for each additional cow/calf pair, 1.5 yearling amount or equivalent permitted by the Landlord;
- (o) to comply with the terms and conditions of all water licenses appurtenant to the Premises, including those listed in Schedule 5, and upon demand by the Landlord, reimburse the Landlord for all license fees and rentals paid by the Landlord in connection with the water licensed;
- (p) to use the Landlord's Improvements on the Premises only and not to remove the Landlord's Improvements from the Premises without the prior written consent of the Landlord; and
- (q) to permit the Landlord (at its sole option) to take inventory of the Landlord's Improvements during a month of the Landlord's choice every year and to replace any items found missing during such inventory.

PART 5 - HAT CREEK COAL DEPOSIT

- 5.1 Hat Creek Coal Deposit.** The Landlord, its employees, contractors, agents, invitees and licensees have the right to enter onto the Premises and do all things as the Landlord deems expedient in connection with the Hat Creek Coal Deposits (including clearing, surveying, taking levels, deep drilling, sinking trial pits and testing), provided that the Landlord has first given to the Tenant notice of the exercise of these rights. The notice will be sufficiently given if delivered to the Tenant's ranch manager or such other person as may be reasonable in the circumstances.

PART 6 - ENVIRONMENTAL REQUIREMENTS

- 6.1 Condition of Premises.** The Tenant acknowledges and agrees that the Landlord has made no representations or warranties with respect to the environmental condition of the Premises and the Tenant is leasing the Premises on an "as is, where is" basis with respect to its environmental condition. Prior to using the Premises under this Agreement, the Tenant has performed any such investigations of the Premises as it considered appropriate and is satisfied as to its environmental condition.
- 6.2 Environmental Representations and Warranties.** The Tenant represents and warrants to the Landlord that except as disclosed to and approved in writing by the Landlord, the Tenant's operations on the Premises do not involve the sale, storage, manufacture, handling, disposal, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the environment of, or any other dealing with, any Contaminants.
- 6.3 Environmental Covenants.** The Tenant covenants and agrees with the Landlord that it will:
- (a) promptly and strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Premises, including obtaining and complying with all required permits or other authorizations, and making all required registrations, filings and notifications;
 - (b) accept responsibility for any Environmental Damage caused by its use of the Premises or the use of the Premises by anyone for whom the Tenant is responsible at law, whether authorized or unauthorized;
 - (c) not use or permit to be used all or any part of the Premises for the sale, storage, manufacture, disposal, handling, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the environment of, or any other dealing with, any Contaminants, without the prior written consent of the Landlord, which consent may be withheld in the Landlord's sole discretion;
 - (d) promptly remove and remediate, upon the written request of the Landlord, any Contaminants from the Lands attributable to the use of the Premises by the Tenant or its employees, servants, agents, contractors, or anyone for whom the Tenant is responsible at law, whether authorized or unauthorized, and in a manner which conforms to Environmental Laws governing such removal; and
 - (e) promptly notify the Landlord if the Tenant has knowledge, or has reasonable cause to believe that:
 - (i) any Contaminants have been Released on, or have otherwise come to be located on, under or about any part of the Lands (including the Premises), or
 - (ii) any charge, order, investigation, or notice of violation or non-compliance has been issued against the Tenant or relating to the operations at the Premises under any Environmental Laws, or of any notice, claim, action or other proceeding by any third party against the Tenant or in respect of the Premises concerning any Contaminant allegedly Released from or related to the Premises.

PART 7 - INSURANCE AND INDEMNITY

7.1 Landlord's Insurance. The Landlord may, at its discretion, obtain and maintain in force any form of insurance that the Landlord deems necessary in respect of the Premises. In spite of any contribution by the Tenant to the Landlord's coverage through payment as a portion of the Rent, the Tenant is not relieved of any liability arising from its acts, fault, negligence or omissions and no insurable interest is conferred on the Tenant under the Landlord's coverage nor does the Tenant have the right to receive any proceeds of insurance placed by the Landlord.

7.2 Tenant's Insurance. The Tenant must, at its sole cost and expense during the Term, and during any other period of time that the Tenant may use the Premises, take out and maintain in full force and effect, the following insurance policies:

- (a) Commercial General Liability insurance on an occurrence form for an amount not less than \$2 million per occurrence applying to the Tenant's activities carried on, in and from the Premises and which coverage will include without limitation, liability assumed under contract, claims for personal injury, broad form property damage, non-owned automobile liability, and products and completed operations with respect to the occupancy by the Tenant of the Premises. Where such further risk exists, the policy shall provide coverage for damage to existing structures, operation of hoist or attached machinery, sudden and accidental pollution, and forest fire fighting expense liability. The policy shall name The Landlord as an additional insured and shall contain a cross liability and severability of interest clause;
- (b) Broad Form Equipment Insurance covering loss or damage to tools, machinery and equipment of the Tenant or for which the Tenant is legally responsible, in an amount not less than the full replacement value;
- (c) Automobile Liability Insurance to a limit of liability of not less than \$2 million in any one accident, covering all licensed motor vehicles owned or leased by the Tenant and used in connection with its business or relating to the Tenant's activities; and
- (d) any other form of insurance as the Landlord may reasonably require from time to time in amounts and for perils against which a prudent Tenant would protect itself in similar circumstances.

7.3 Insurance Policy Requirements. All policies of insurance referred to herein:

- (a) will be considered primary with respect to the Tenant's activities, and all deductibles and self-insured retentions shall be borne by the Tenant;
- (b) will, where applicable, contain a waiver of subrogation rights which the Tenant's insurer(s) may have against the Landlord; and
- (c) will include an undertaking by the insurers to notify the Landlord, in writing, not less than 30 days prior to any cancellation or other termination thereof, or any change which restricts or reduces the coverage afforded thereby, and will be on policy forms satisfactory to the Landlord and underwritten by insurers legally permitted to transact business in the province of British Columbia that are acceptable to the Landlord.

7.4 **Insurance Certificates.** If requested by the Landlord, the Tenant agrees to provide the Landlord with certificates of insurance that confirm compliance by the Tenant with the insurance requirements set out herein, including proof of renewal of each policy during the Term.

7.5 **Indemnity.** The Tenant will indemnify the Landlord and its directors, officers, employees, contractors, invitees and agents (collectively, the "**Indemnified Parties**") concerning any and all claims, demands, actions and causes of action, proceedings, losses, costs (including legal, consulting or other professional fees), fines, orders, expenses, damages (including Environmental Damage), liabilities, injuries (including injuries causing death), property damage and any other matter of whatsoever nature or kind (collectively, the "**Losses**") which at any time may be suffered by or made against any of the Indemnified Parties, directly or indirectly caused by, resulting from or attributable to:

- (a) any occurrence on the Premises caused by the Tenant or those for whom the Tenant is responsible at law, including any Losses suffered by any user of the Premises;
- (b) any breach by the Tenant or those for whom it is responsible at law of any of the Tenant's obligations under this Agreement;
- (c) any legal or administrative action, proceeding, investigation, demand, claim, or notice of any third party, including any Government Authority, against any one or more of the Indemnified Parties pursuant to or under Environmental Laws that is related to or occurs as a result of the use and occupation of the Premises by the Tenant or those for whom it is responsible at law;
- (d) any Release or alleged Release of Contaminants at or from the Premises into the environment by the Tenant or those for whom it is responsible at law;
- (e) the exercise by the Tenant or by those for whom it is responsible at law of the rights granted under this Agreement; and
- (f) any negligent act, omission or willful misconduct of the Tenant or those for whom it is responsible at law.

The Landlord may add the amount of any such Losses to the Rent and the amount so added shall be payable to the Landlord immediately. This indemnity will survive the expiry or sooner termination of this Agreement.

7.6 **Limitation of Liability.** The Landlord will not be liable to the Tenant in respect of any loss, injury or damage to the Tenant or any other person for any loss, injury or damage arising from any occurrence in, on or related to the Premises, or any loss or damage to property (including loss of use thereof) howsoever caused and whether or not the injury, loss, or damage results from any fault, negligence, act or omission of the Landlord or those for whom the Landlord is in law responsible. Without limiting the generality of the foregoing, the Landlord is not liable for death, injury loss, or damage of or to persons or property from fire, explosion, falling plaster, steam, gas, electricity, water, or leaks from any part of the Premises, or from the pipes, appliances or plumbing works, or from the roof, street or sub-surface, or by dampness, or by any other cause. The Landlord will not be liable to the Tenant in damages or otherwise for an interruption or failure in the supply of utilities or services to the Premises.

PART 8 - MAINTENANCE, REPAIRS, ALTERATIONS AND FIXTURES

8.1 Tenant's Maintenance and Repairs. The Tenant will, at its cost:

- (a) keep the Premises (including the roof, heating equipment, plumbing, and electrical system of any improvements) in good and substantial repair and to maintain and repair the roads, gates and fences on the Premises, normal wear and tear excepted;
- (b) comply with all reasonable requests and demands of the Landlord made with a view to upgrading or repairing the Premises to comply with the requirements of any Environmental Laws or health or safety regulations applicable to the Premises or concerns of the Landlord;
- (c) permit the Landlord to enter and view the state of repair and maintenance of the Premises, and will make such repairs and replacements in a good and workmanlike manner as the Landlord may require by notice in writing within 30 days of receipt of such notice;
- (d) immediately reimburse the Landlord for the repair of any damage caused to any part of the Premises to the extent caused by or through the wilful act, negligence or omission of the Tenant, or those for whom the Tenant is in law responsible, and all expenses of the Landlord so doing will be recoverable as Rent in arrears under this Lease; and
- (e) immediately discharge any builder's liens or other encumbrances filed at any time against the Premises by reason of any act of the Tenant, or those for whom the Tenant is in law responsible and if the Tenant fails to do so the Landlord may at its option pay into Court the amount required to obtain a discharge of any such lien and any amount so paid, including costs and disbursements on a solicitor client basis, will be payable as Additional Rent.

8.2 Leasehold Improvements. The Tenant will make no alterations, installations, removals or improvements (collectively, the "**Leasehold Improvements**") in or about the Premises without the Landlord's prior written consent which consent can be withheld in the Landlord's absolute discretion. No consent by the Landlord to make the Leasehold Improvements will be granted unless the Tenant first submits plans and specifications of the proposed Leasehold Improvements and the Tenant has obtained all necessary permits and approvals from all applicable Government Authorities. In addition, the Tenant must obtain the Landlord's prior written approval of the contractor, if any, proposed by the Tenant to construct or install the Leasehold Improvements and of the insurance carried by such contractor. If the necessary permits and approvals, or the Leasehold Improvements require upgrades or improvements to any part of the Premises in order to bring the Premises into compliance with the then current building codes, bylaws, fire codes or other laws and regulations, the Tenant will perform those upgrades or improvements at the Tenant's own cost. All Leasehold Improvements when completed will be the property of the Landlord, without compensation to the Tenant, but the Landlord will have no responsibility for the repair, replacement, operation, maintenance or insurance of them, which will remain the responsibility of the Tenant.

8.3 Landlord's Repairs. The Landlord shall not be responsible for any repairs to the Premises.

8.4 Removal of Improvements. No Leasehold Improvements will be removed from the Premises before the end of the Term without the Landlord's prior written consent. Notwithstanding

paragraph 8.2, upon expiry or earlier termination of this Lease, the Tenant will, at its expense, remove all Leasehold Improvements (including partitions and installations), furniture and equipment to the extent requested by the Landlord, and in such removal will do no damage to the Premises or will make good any damage caused, and will restore the Premises to a condition acceptable to the Landlord. If the Tenant does not remove the Leasehold Improvements, or its furniture, equipment or its other personal property in accordance with the demands of the Landlord, the Landlord may have the same removed, the cost will be payable immediately as Additional Rent, and the Landlord will not be responsible for any loss or damage to the Tenant's property.

PART 9 - ASSIGNMENT AND SUBLETTING

- 9.1 Landlord's Consent.** The Tenant will not assign, mortgage, or encumber this Lease in whole or in part, nor sublease, license or part with possession of all or any part of the Premises, or permit them to be used or occupied by any other person (collectively "Transfer"), without the prior written consent of the Landlord, which consent may be withheld, at the Landlord's absolute discretion. Any Transfer made in violation of this Part 9 will be void.
- 9.2 Consent.** Without limiting the circumstances when the Landlord may withhold consent to a Transfer, consent will be withheld by the Landlord in the following circumstances:
- (a) if the Landlord determines the financial condition of the proposed assignee, subtenant, licensee or occupant, or any indemnifier of same, is or may be insufficient;
 - (b) if the use to which the Premises may be put is inconsistent with the terms of this Lease or conflicts with any exclusive rights or covenants under leases granted to other tenants;
 - (c) if at the time of the proposed Transfer, the Tenant is in default under this Lease;
 - (d) if the Rent and other economic consideration to be paid by the assignee or subtenant in connection with the assignment or sublease exceeds the total amount of Basic Rent and Additional Rent which the Tenant is obligated to pay to the Landlord under this Lease;
 - (e) if the Transfer will result in a division of the Premises; or
 - (f) if the Tenant has not received a bona fide written offer for assignment or sublet or has not provided a true copy of such offer to the Landlord at the time of requesting Landlord's consent or fails to deliver to the Landlord the information about the proposed transferee sufficient to satisfy the Landlord's enquiries; or
 - (g) the Landlord exercises its right to terminate this Lease pursuant to paragraph 9.5.
- 9.3 Terms of Transfer.** Subject to paragraph 9.5, the following applies to any Transfer:
- (a) the Landlord has the right to approve the form of document recording the Transfer and the Tenant will pay the cost of review by the Landlord and its solicitors;
 - (b) in spite of any Transfer, the Tenant will remain fully liable to perform all the terms, conditions and covenants of this Lease; and

- (c) the Tenant will at the time of Transfer require the assignee or transferee to agree in writing with the Landlord to fulfil all obligations under this Lease, and at the Landlord's request, the assignee or transferee will enter into a new form of lease which may contain additional or changed obligations, and which new lease is to be prepared by the Landlord's solicitor at the Tenant's expense.

9.4 Change in Control. If the Tenant is a corporation, other than a municipality incorporated under local government legislation in British Columbia, at any time during the Term, and so often as a Change in Control occurs, the Tenant will notify the Landlord of the Change in Control, and the Change in Control will be considered to be a Transfer of this Lease to which this Part 9 applies. Whether or not the Tenant notifies the Landlord, unless the Landlord has consented to the Change in Control, the Landlord may terminate this Lease at any time after the Change in Control occurs by giving the Tenant 60 days' prior notice of the termination. At the Landlord's request from time to time, the Tenant will make available to the Landlord or its representatives for inspection all corporate books and records of the Tenant and of the controlling ownership that bear on the ownership of the Tenant. This paragraph 9.4 does not apply to the Tenant should the Tenant become a public corporation whose shares are listed for sale on a recognized stock exchange in Canada.

9.5 Landlord's Right to Terminate Lease. Notwithstanding anything else herein contained, within 15 days after receipt by the Landlord of a request from the Tenant for the Landlord's consent to a Transfer, the Landlord will have the right, upon written notice to the Tenant, to cancel and terminate this Lease as to the whole or portion of the Premises (as the case may be) proposed to be subject to the Transfer on the termination date provided in the Landlord's notice to the Tenant (which termination date will be not less than 30 days and not more than 90 days from the date of the Landlord's written notice to the Tenant). In such event, the Tenant will surrender the whole or part of the Premises, as the case may be, in accordance with the Landlord's notice and Rent will be apportioned and paid to the date of such surrender and, if only a portion of the Premises is surrendered, Rent will thereafter abate proportionately. The foregoing is subject to the exception that the Tenant may, by written notice delivered to the Landlord within 15 days after receipt of the Landlord's written notice of termination pursuant to this paragraph, elect to withdraw its request for the Landlord's consent to a Transfer and retain occupancy of all of the Premises pursuant to this Lease, and in which event the Landlord's notice of termination will not apply.

9.6 Assignment by Landlord. If the Landlord sells or otherwise transfers any interest in the Premises or this Lease, in whole or in part, to the extent that the transferee is responsible for compliance with the obligations of the Landlord under this Lease, the Landlord without further written agreement will be released from all of its obligations in this Lease.

PART 10 - SUBORDINATION AND STATUS STATEMENT

10.1 Subordination. This Lease will be subject and subordinate to all charges by way of mortgage now or in the future granted in respect of the Premises, and the Tenant will confirm its subordination of this Lease to every such mortgage and will execute promptly a document of subordination if requested by the Landlord, in which the Tenant will also agree to attorn to the Landlord's mortgagee if it becomes a mortgagee in possession or takes action to realize on the mortgage so long as the mortgagee agrees the Tenant, if not in default, may continue to occupy the Premises until termination.

10.2 Status Statement. Whenever requested by the Landlord or its mortgagee, the Tenant will, at no

cost to the Landlord, promptly provide a certificate in writing as to the status of the Agreement, including whether it is in full force and effect, is modified or unmodified, confirming the rental payable and the state of accounts between the Landlord and Tenant, the existence or non-existence of defaults, and any other matters pertaining to this Lease as may be reasonably required.

PART 11 - DEFAULT

11.1 Tenant's Default. If the Tenant fails to pay any Basic Rent, Additional Rent or any other amount owing under this Lease when due, whether or not demanded by the Landlord, or if the Tenant fails to observe or perform any of its other obligations under this Lease and the Tenant has not, within 7 days after notice from the Landlord specifying the default cured the default, or if the cure reasonably requires a longer period, if the Tenant has not commenced to cure and diligently pursue the cure, or if re-entry is permitted under other terms of this Lease, the Landlord in addition to any other right or remedy may:

- (a) re-enter and remove all persons and property from the Premises and the property may be removed and stored elsewhere at the cost of and for the account of the Tenant, all without service or notice and the Landlord will not take on any liability of bailment or be guilty of trespass or be liable for loss or damage to such property;
- (b) terminate this Lease and all of the Tenant's rights under it.

11.2 Insolvency. If:

- (a) any of the goods and chattels of the Tenant on the Premises during the Term are seized by a creditor or the Tenant receives a notice from a creditor that the creditor intends to realize on security located on the Premises;
- (b) a receiver is appointed to control the conduct of the business of the Tenant on or from the Premises;
- (c) the Tenant, or any indemnifier of the Tenant, becomes bankrupt or insolvent or takes the benefit of any legislation in force for bankrupt or insolvent debtors;
- (d) proceedings are instituted for the winding-up or termination of the corporate existence of the Tenant;
- (e) without the prior written consent of the Landlord, the Premises are vacant for 10 days or more;
- (f) without the prior written consent of the Landlord, the Tenant abandons or attempts to abandon the Premises or disposes of the bulk of its goods and chattels on the Premises; or
- (g) the Lease or the Tenant's assets are taken under a writ of execution or security instrument,

then the Landlord may re-enter and take possession of the Premises and this Lease, at the Landlord's option, may be immediately terminated by notice left at the Premises.

11.3 Acceleration of Rent. If any of the events in paragraphs 11.1 or 11.2 occur, the then current

month's Rent and the Rent for the next 3 months, plus GST, will immediately become due and payable as Rent in arrears, and the Landlord may recover it in the same manner as Rent in arrears including taking distress action.

- 11.4 Right to Relet.** If the Landlord re-enters, it may at its option, without terminating the Tenant's rights, make alterations and repairs to facilitate reletting, and relet the Premises, or any part, as the Tenant's agent for such period of time and at such rent and on such other terms as the Landlord wishes. Upon reletting, all rent and monies received by the Landlord will be applied, first to the payment of indebtedness other than Rent due from the Tenant to the Landlord, second to the payment of costs and expenses of the reletting including brokerage, legal and repair expenses, and third to the payment of Rent due and unpaid under this Lease. The residue, if any, will be applied to the payment of future Rent as it becomes due and payable. If at any time the rent received from the reletting is less than the Rent to be paid under this Lease, the Tenant will pay the deficiency to the Landlord to be calculated and paid monthly.
- 11.5 Re-entry.** No re-entry or entry will be construed as an election by the Landlord to terminate this Lease unless a written notice of intention to terminate is given to the Tenant. Despite a reletting without termination, the Landlord may elect at any time to terminate this Lease for a previous breach.
- 11.6 Landlord Performs Tenant's Covenants.** If the Tenant fails to perform any obligation under this Lease, the Landlord may perform the obligation and may enter the Premises without notice and do everything the Landlord considers necessary to ensure the obligation is performed, including without limitation the right to remediate the Premises, or the environment in accordance with the Tenant's obligations pursuant to Part 6. The Tenant will pay as Rent all costs and expenses incurred by the Landlord pursuant to this paragraph plus a 15% administration fee. The Landlord will not be liable for any loss or damages resulting from its negligence or otherwise resulting from such action.
- 11.7 Damages.** If the Landlord terminates this Lease then in addition to other remedies, it may recover from the Tenant all costs incurred and damages suffered including the cost of recovering the Premises, professional fees and disbursements paid (including legal fees and costs on a solicitor and own client basis), the unamortized portion of any allowance or inducement, and the worth at the time of termination of the excess, if any, of (i) the amount of Rent and charges equivalent to Rent for the remainder of the term over (ii) the then reasonable rental value of the Premises for the remainder of the Term calculated on a present value basis, all of which amounts will be immediately due and payable.
- 11.8 Distress.** None of the property of the Tenant is exempt from levy by distress. This paragraph may be pleaded as estoppel against the Tenant in an action brought to claim exemption.

PART 12 - ACCESS BY LANDLORD

- 12.1 Access and Entry.** The Landlord will have the following rights:
- (a) Upon giving at least 24 hours written notice to the Tenant, the Landlord, its employees, agents, contractors, invitees and licensees may enter the Premises to inspect the state of repair or cleanliness of the Premises, inspect stocking rates, perform any work or repairs that the Landlord may be required to do, conduct any tests, inspections, investigations, appraisals, surveys, drilling, land clearing or other work required by the Landlord in its

sole discretion. The Landlord will not be required to give any prior notice of entry in the event of an emergency or if the tenant has requested entry by the Landlord.

- (b) Every entry by the Landlord will occur between 8:00a.m. and 9:00p.m except in the case of emergency or with the prior verbal or written consent of the Tenant.
- (c) If after reasonable notice to the Tenant (except in an emergency when no notice is required), the Tenant is not available to open and permit entry to the Premises, the Landlord or its agents may enter by use of a master key or by reasonable force, if necessary, without being liable for damages or trespass. Nothing in this paragraph imposes any liability on the Landlord to effect repairs or maintenance.

PART 13 - EXPROPRIATION

- 13.1 Expropriation.** If at any time during the Term the interest of the Tenant under this Lease or the whole or any part of the Premises will be taken by any lawful power or authority by the right of expropriation, the Landlord may, at its option, give notice to the Tenant terminating this Lease on the date when the Tenant or Landlord is required to yield possession thereof to the expropriating authority. Upon such termination, or upon termination by operation of law, as the case may be, the Tenant will immediately surrender the Premises and all its interest therein, Basic Rent and Additional Rent will abate and be apportioned to the date of termination, and the Tenant will forthwith pay to the Landlord the apportioned Basic Rent, Additional Rent and all other amounts which may be due to the Landlord up to the date of termination. The Tenant will have no claim upon the Landlord for the value of its property or the unexpired Term of this Lease, but the parties will each be entitled to separately advance their claims for compensation for the loss of their respective interests in the Premises, and the parties will each be entitled to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account therefore to the Tenant. In this clause the expropriation will include a sale by the Landlord to an authority with powers of expropriation, in lieu or under threat of expropriation.

PART 14 - MISCELLANEOUS

- 14.1 Holding Over.** If the Tenant holds over after the expiration of the Term, and the Landlord accepts Rent, there is no tacit renewal of this Lease and the Tenant will be considered to be occupying the Premises as a Tenant from month to month at a rental, payable in advance on the first day of each month, equal to the monthly instalment of Basic Rent and 1/12th the amount of Additional Rent payable by the Tenant for the last lease year of the Term, and otherwise all terms and conditions of this Lease are applicable.
- 14.2 Rules and Regulations.** The Landlord may make, modify and enforce reasonable rules and regulations regarding the Premises. All rules and regulations become a part of this Lease and the Tenant will comply with them. The Landlord will give the Tenant notice of the rules and regulations.
- 14.3 Including.** The word "including" when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

- 14.4 Quiet Enjoyment.** Subject to the observance and performance by the Tenant of its obligations under this Lease and subject to the Permitted Encumbrances, the Tenant may use the Premises in accordance with the provisions of this Lease without interference by the Landlord, or any party claiming through the Landlord.
- 14.5 No Partnership.** The Landlord does not in any way or for any purpose become a partner of, or joint venturer or a member of a joint enterprise of the Tenant. No provision of this Lease is intended to create a relationship between the parties other than that of Landlord and Tenant.
- 14.6 Interpretation.** Where the context requires, the singular includes the plural and vice versa, and the masculine, feminine and neutral include each other. If the Tenant comprises two or more individuals or entities, the liability of each under this Lease is joint and several.
- 14.7 Registration.** This Lease will not be registered in the Land Title Office and the Landlord will not be required to deliver it in registrable form. Any such registration will automatically constitute an event of default.
- 14.8 Interest.** All overdue monies payable to the Landlord by the Tenant on any account will bear interest at the rate equal to the annual rate of interest announced by the Bank of Montreal as a reference rate for its commercial loans made in Canada from the due date until paid in full.
- 14.9 No Waiver.** No obligation in this Lease will be considered to have been waived by the Landlord unless the waiver is in writing and signed.
- 14.10 Unavoidable Delay.** If either the Landlord or the Tenant is unavoidably delayed, hindered in, or prevented from performing an act or complying with a covenant under this Lease by reason of Unavoidable Delay, the time for the doing of the act or complying with the covenant will be extended for a period equal to the period for which that Unavoidable Delay operates to prevent the act or thing required to be done or complied with. The party obligated to do the act or comply with the covenant will not be in default until the expiration of the time so extended. Each party will promptly notify the other of the occurrence of any Unavoidable Delay. The provisions of this paragraph do not excuse the Tenant from prompt payment of Basic Rent or Additional Rent on the due dates required under this Lease.
- 14.11 Notices.** Any notice to be given under this Lease will be in writing and will be deemed to have been served if delivered or mailed to the intended party at its address specified on page 1 of this Lease. The notice or document will be deemed to have been received on the day it is delivered, if delivered personally, or 7 days after the date it was mailed. Either party may, by notice in writing to the other, specify another address for service of notices under this Lease.
- 14.12 Time of Essence.** Time will be of the essence in this Lease.
- 14.13 Severance.** If any provision of this Lease or the application to any person of any provision is held to be invalid or unenforceable, the remainder of this Lease or its application will not be affected.
- 14.14 No Modification.** No representation, understanding or agreement has been made or relied upon except as expressly set out in this Lease. This Lease may only be modified in writing signed by each party against whom the modification is enforceable.

14.15 Successors. This Lease binds and benefits the parties and their respective heirs, administrators, successors and permitted assigns (as applicable). No rights benefit an assignee or transferee of the Tenant unless the Landlord has consented to the Transfer under Part 9 of this Lease. If the Landlord sells or transfers the Premises, the Landlord will be permitted to assign this Lease to such purchaser or transferee, and the Tenant will either attorn to such purchaser or transferee or enter into a new lease of the Premises on the same terms and conditions.

14.16 Peaceful Surrender. The Tenant will at the expiration or sooner determination of the Term, immediately surrender the Premises in a peaceable way and in the state of repair specified in this Lease.


14.17 Schedules. The following Schedules attached to this Lease form part of this Lease, and the parties covenant and agree to abide by the terms and conditions and confirm the acknowledgements, warranties and representations, if any, contained in the Schedules as if such terms, conditions, acknowledgements, warranties and representations, if any, were fully incorporated into this Lease:

- Schedule 1 - Defined Terms
- Schedule 2 - Landlord's Improvements
- Schedule 3 - Description of the Lands
- Schedule 4 - Management Plan
- Schedule 5 - Water Licenses

IN WITNESS WHEREOF the parties have duly executed this Lease as of the date first above written.

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

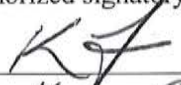
By its authorized signatory:



~~Reagan Stinson~~ *CONSTANUE SHAW*
 Manager, Property Leasing & Sales Services

HAT CREEK LAND & CATTLE COMPANY LTD.

By its authorized signatory(ies):



 Name: *Ken Friesen*
 Title: *Pres.*

 Name:
 Title:

SCHEDULE 1

Defined Terms

“Additional Rent” means all sums payable by the Tenant pursuant to this Lease, whether to the Landlord or otherwise under this Lease, but does not include Basic Rent and GST payable by the Tenant;

“Basic Rent” has the meaning set out in paragraph 3.1;

“Change in Control” means:

- (a) the transfer by sale, assignment, bequest, inheritance, trust, operation of law or other disposition, or issuance by subscription allotment, or cancellation or redemption of any or all of the corporate shares or voting rights of shareholders so as to result in a change in the effective voting or other control of the Tenant by reason of ownership of greater than 50% of the voting shares of the corporation; or
- (b) any effective change in control of the Tenant as a result of any transaction including, but not limited to, merger or amalgamation of the Tenant with another corporation, corporate reorganization of the Tenant or any affiliate of the Tenant which is in possession of all or part of the Premises.

“Contaminants” means pollutants, contaminants, deleterious substances, underground or aboveground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls (“PCBs”), PCB-containing equipment or materials, pesticides, defoliants, fungi (including mould and spores arising from fungi), or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws or may necessitate, invite or permit a Government Authority to require remedial or investigatory action under any Environmental Laws;

“Environmental Damage” means any environmental loss, injury or damage done to the Land or the property of others (including to air, water, groundwater, soil, sediment, animal and plant life) resulting from the use of the Premises by the Tenant, its employees, servants, agents, contractors or any others for whom the Tenant is responsible at law, including the release or disturbance of any Contaminants that exceed standards established by Environmental Laws, an adverse effect on the health of any person, loss of enjoyment or normal use of property, or interference with the normal conduct of business;

“Environmental Laws” means any statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, codes of practice and other lawful requirements of any Government Authority having jurisdiction over the Premises now or hereafter in force relating in any way to the environment, environmental assessment, Contaminants (including the use, manufacture, handling, transportation, production, disposal, discharge, storage or emission of Contaminants), occupational health and safety, protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity;

“Government Authority” means any federal, provincial, state, municipal, regional or local government or government authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency, regulatory body, minister, director, approving officer, manager, or other person of similar authority of any of the foregoing;

“**GST**” means any and all “goods and services tax” or any similar sales tax, value added tax, multi-stage tax, or business transfer tax, whatsoever called payable under the *Excise Tax Act* (Canada) or any replacement legislation;

“**Indemnified Parties**” has the meaning ascribed thereto in paragraph 7.5;

“**Landlord’s Improvements**” means collectively the improvements described in Schedule 2;

“**Lands**” means collectively the lands described in Schedule 3;

“**Leasehold Improvements**” has the meaning ascribed thereto in paragraph 8.2;

“**Losses**” has the meaning ascribed thereto in paragraph 7.5;

“**Permitted Encumbrances**” means any charges or encumbrances registered or showing as pending registrations on title to the Lands at the time this Lease is executed;

“**Permitted Purposes**” means farming and ranching purposes only;

“**Premises**” has the meaning ascribed thereto in Recital B;

“**Release**” means any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, migration, disposal or dumping;

“**Rent**” means the Basic Rent, Additional Rent and all other sums payable by the Tenant to the Landlord under this Lease except for GST;

“**Taxes**” means all taxes, rates, duties, levies, local improvement charges, realty taxes and assessments whatsoever, whether municipal, parliamentary or otherwise, or any grants in lieu of taxes, imposed or assessed, by any competent authority, against the Premises or upon the Landlord in respect of the Premises, or in respect of their use and occupation, and includes without limitation, taxes levied, imposed or assessed for education, schools, and local improvements as well as reasonable fees and costs incurred by the Landlord in good faith contesting them;

“**Tenant Taxes**” means all taxes, fees, levies, charges, assessments, rates, duties and excises which are now or may hereafter be levied, imposed, rated, or assessed by any lawful authority relating to or in respect of personal property and all business and trade fixtures, machinery and equipment, cabinet work, furniture and moveable partitions owned or installed by the Tenant at the expense of the Tenant or being the property of the Tenant, or relating to or in respect of the Leasehold Improvements or other improvements to the Premises built, made or installed by the Tenant, on behalf of the Tenant or at the Tenant’s request;

“**Term**” means the term of eight (8) years commencing on June 1, 2014 and ending on May 31, 2022 as may be renewed or terminated pursuant to this Lease;

“**Transfer**” has the meaning ascribed thereto in paragraph 9.1; and

“**Unavoidable Delay**” means a delay in the performance of an act or compliance with a covenant caused by fire, strike, lock-out, or other casualty or contingency beyond the reasonable control of the party obligated to perform or comply with a provision of this Lease, but does not include any insolvency, lack

of funds or other financial reason.

SCHEDULE 2

Landlord's Improvements

Parke No. 1 Ranch

- (a) Wood frame house, 26 x 36 feet with attached 12 x 26 foot car port (porch) with full concrete block foundation and basement, 110/220 volt electric service, domestic well and pump service, hot water heater, wood heat and wired for electrical range
- (b) Loft barn, timber constructed on full concrete perimeter foundation and concrete slab, metal roof, 24 x 32 foot size (approximate)
- (c) Original log homestead, now a piggery or chicken house
- (d) Small single calving shed
- (e) Small plywood unused generator building
- (f) Loading shoot
- (g) Five-bay animal shelter
- (h) Corrals
- (i) 1 - 7 ½ H.P. pump
- (j) 27 - 3" 20ft. laterals with risers and sprinkler 26 heads
- (k) 1 - 30ft. lengths of swing line
- (l) 1 - 20ft. lengths of pipe
- (m) 4 elbows
- (n) 3 end plugs

SCHEDULE 3

Description of the Lands

Duck Ranch

PID 014-644-576

THE NORTH WEST 1/4 OF SECTION 7 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN
KAMLOOPS DIVISION YALE DISTRICT

PID 014-644-592

THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 18 TOWNSHIP 20 RANGE 26 WEST OF
THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

PID 014-644-606

THE SOUTH WEST 1/4 OF SECTION 18 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH
MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

PID 014-644-614

THE SOUTH 1/2 OF SECTION 24 TOWNSHIP 20 RANGE 27 WEST OF THE 6TH MERIDIAN
KAMLOOPS DIVISION YALE DISTRICT

Parke No. 1 Ranch

PID 014-685-442

THE NORTHEAST 1/4 OF SECTION 24 TOWNSHIP 20 RANGE 27 WEST OF THE 6TH MERIDIAN
KAMLOOPS DIVISION YALE DISTRICT

PID 014-685-451

THE NORTHWEST 1/4 OF SECTION 24 TOWNSHIP 20 RANGE 27 WEST OF THE 6TH
MERIDIAN KAMLOOPS DIVISION YALE DISTRICT

PID 008-717-788

THAT PART OF LOT 1 SHOWN ON PLAN E8316; SECTION 19 TOWNSHIP 20 RANGE 26 WEST
OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN 15756

PID 008-717-842

LOT 2 SECTION 19 TOWNSHIP 20 RANGE 26 WEST OF THE 6TH MERIDIAN KAMLOOPS
DIVISION YALE DISTRICT PLAN 15756 EXCEPT THAT PART THEREOF WHICH LIES TO THE
EAST OF THE EASTERLY BOUNDARY OF THE MOST EASTERLY 66 FOOT ROAD SHOWN ON
PLAN 15756

SCHEDULE 4

Management Plan

December 15, 2014

Hat Creek Land and Cattle Company Ltd. (HCLCC)

In the Spring, March / April, HCLCC calve out a portion of the cow-herd, 250 head, in the weaning pen that is located close to the buildings at the Duck Ranch. The ground is usually bared off of snow and we have last year's supply of hay, approximately 200 - 250 tons to feed out. The ground is also clear of scours which will affect the new born calves. Once the calves are born we turn them out in a day or two into the south Duck Ranch hay field and feed the hay out to both groups. Once the calving is over, mid-April, the pairs are turned out on our lease just above the east side of the hay fields allowing spring growth in the hay fields. The fields are then prepped for summer hay production, and ditches cleaned for the flood irrigation. The fields are fertilized and harrowed. Later in the year, August, the hay is harvested and stacked for the next calving season. I must also add that HCLCC has restored and replaced ditches and head gates at the Duck Ranch.

The north Duck Ranch is rest rotated and used for breeding our replacement heifers approximately 100 head.

In December the main cow herd comes back to the Duck Ranch from the Upper Evans or McCormack for a light graze or till the snow gets too deep for them to graze.

The Upper Evans and McCormack are rest rotated spring / fall for the cows. They are both flood irrigated through May and June. In June we pasture breed our cows in either the Evans or McCormack depending on which one is rested for the spring.

HCLCC has restored the ditches and one flume over the last few years. With the rest rotation and irrigation, both places have been enhanced.

The Parke No. 1 is used in the early spring for grazing and then rested for the year allowing for regrowth. On some occasions we will use the pasture in the fall but mostly for early spring grazing. The home is rented out allowing the area to be kept up and looked after.

HCLCC is very focused on rest rotation and enhancement of the grasslands through the entire operation. Fences are kept up and fence post replaced when necessary for better cattle and grass management. We have a full time rider to control the cattle movements and grazing.

HCLCC has made many improvements to the properties including new fences, repair of fences and upkeep of the irrigation ditches, all this allowing HCLCC to optimize the production of the properties. The hydro leases are an integral part of our operation and are attached to our lands making for easy livestock movement and management.

Submitted by Brian Parke, Ranch Manager

SCHEDULE 5

Water Licenses

Duck Ranch

PID 014-644-576

No. 7729 McDonald Creek – 11 acre-feet

No. 8493 Hat Creek – 41 acre-feet

No. 9456 White Rock Creek – 14 acre-feet

PID 014-644-592

No. 4326 Hat Creek – 128 acre-feet

PID 014-644-606

No. 4324 Hat Creek – 360 acre-feet

No. 4325 McDonald Creek – 82 acre-feet in conjunction with 4324

PID 014-644-614

No. 3829 McCormick Creek – 225 acre-feet

No. 3830 Anderson Creek – in conjunction with 3830

No. 6161 Anderson Creek – 110.8 acre-feet

Parke No. 1 Ranch

PID 014-685-442

No 3810 Martin Creek – 56.0 acre-feet

PID 014-685-451

No. 10501 Anderson Creek – 35.0 acre-feet

PID 008-717-842

No. 6162 Hat Creek – 23.6 acre-feet

AMENDMENT OF AGRICULTURAL LEASE

This Agreement dated for reference and made as of February 28, 2023,

BETWEEN:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Properties, 13th Floor - 333 Dunsmuir Street,
Vancouver, BC, V6B 5R3

(the “**Landlord**”)

AND:

HAT CREEK LAND & CATTLE COMPANY LTD. (Inc. No. BC0816913)

#305-2692 Clearbrook Road
Abbotsford, BC V2T 2Y8

(the “**Tenant**”)

WITNESSES THAT WHEREAS:

- A. By a lease (the “**Lease**”) dated June 1, 2014 the Landlord demised and leased to the Tenant the Leased Premises (as defined in the Lease) as more particularly described in the Lease.
- B. The Landlord and the Tenant have agreed to amend the Lease to adjust the term and rent as herein provided.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions herein set out, the Landlord and the Tenant covenant and agree as follows:

1. Interpretation - All terms defined in the Lease and used herein will have the respective meanings ascribed to them in the Lease unless the context otherwise requires or unless otherwise stated herein. The defined terms in the recitals to this Agreement will have such meanings throughout this Agreement, unless the context otherwise requires or unless otherwise stated herein.

2. Amendment to Lease

Effective as of June 1, 2022 (the “**Effective Date**”), the term of the Lease shall be extended for a further period of eight years. Accordingly, Section 2.1 of the Lease is hereby deleted and replaced with the following:

“The Landlord demises unto the Tenant, the Demised Premises for a term commencing on the 1st day of June 1, 2014 and terminating on the 31st day of May 31, 2030 (the “**Term**”).”

3. 2.2 Fees. The Licensee will pay to the Licensor the following amount(s), in advance, at the following time(s), plus applicable taxes, including goods and services tax, harmonized sales tax or any

similar sales tax, value added tax, multi-stage tax, or business transfer tax, whatsoever called payable under the Excise Tax Act (Canada) or any replacement legislation:

JD

\$1,416.67 (the "License Fees") on the first day of each month during the Term.

\$17,000 annually #

4. Lease Ratified and Confirmed - Except as hereby expressly amended, the Lease is hereby ratified and confirmed by the Landlord and by the Tenant to the effect and with the intent that the Lease and this Agreement shall be read and construed as one document.

5. Enurement - This Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns (as the case may be) to the same extent as upon the parties hereto.

6. Headings - The headings of all the sections hereof are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

7. Schedules – Section 14.17 of the Lease is amended to include the following additional Schedule:

‘Schedule 6 – Termination’

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

LANDLORD

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

By its authorized signatory:

Tony S.C. Lee

[Handwritten mark]

Name: Tony S.C. Lee
Title: Manager – Real Estate Services

TENANT

HAT CREEK LAND & CATTLE COMPANY LTD.

By its authorized signatory:

Ken Friesen

Name: Ken Friesen
Title: President.

SCHEDULE 6

Termination

The Landlord may terminate this Lease if:

- (a) the Tenant breaches any of its obligations under this Lease and fails to remedy the breach within 15 days of receiving written notice from the Landlord;
- (b) the Tenant has not commenced within a reasonable time, or ceases to use the Leased Area for the purposes permitted herein;
- (c) The Landlord gives the Tenant 180 days' prior written notice that the Landlord wishes, in its sole discretion, to terminate this License;
- (d) The Landlord discovers that the Tenant has, in the Landlord's sole opinion, misrepresented or withheld any fact material to the granting of this Lease; or
- (e) this Lease is taken in execution or attachment by any person or the Tenant commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy or voluntarily enters into an arrangement with its creditors.

On the termination date specified in the Landlord's termination notice, the Tenant will peaceably surrender and leave the Licensed Area in good repair and condition in accordance with its covenants under this Lease (including the environmental provisions). The Landlord will not be liable to compensate the Licensee for any Losses resulting from the exercise of these termination rights.