

## Information on the Report required for

- **Disposition of a *Range Act* agreement, or**
- **Disposition of an interest of the holder in the *Range Act* agreement**

Under the *Range Act*, the new holder(s) must report a “disposition” within three months of it having occurred. “Disposition” means to assign or transfer from one holder or group of holders to a different holder or group of holders. “*Range Act* agreement” means a permit or licence offered under the *Range Act*.

The report must be made in the form required by the district manager.

**Reference:** Range Regulations, Sections 18(1)(c) and 18(2)

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

- 1) Sale of a ranch which holds a *Range Act* agreement(s).** The disposition of the *Range Act* agreement(s) should occur at the time of the sale 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 disposition of 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) should occur at the time of the leasing 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 disposition of the *Range Act* agreement is properly dealt with in the lease agreement. They may wish to include wording in the lease agreement that automatically assigns the *Range Act* agreement back to the lessor when the lease expires. The district manger cannot transfer the agreement back to the lessor when the lease expires, which means the lessor could have a problem getting the *Range Act* agreement back at the end of the lease if the leassor has not adequately addressed that issue in the lease agreement.
- 3) The holder of a *Range Act* agreement wishes to assign that agreement to a family member or add a family member or a business partner (non family member) as an additional agreement holder.** The agreement holder(s) may wish to consult a lawyer and have the lawyer prepare an assignment or they may wish to prepare their own assignment or use the assignment form attached.

In all situations we require a report of the disposition within three months, as stated. The report is submitted by the new holder(s) after the disposition has occurred. It must be signed by all the new holders and have all the necessary information attached. There is a fee of \$100.00 that must be submitted with this report.

### **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 Schedule ‘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 leasee must lease all the associated lands. An agreement holder may take on a partner or add a family member as an agreement holder, but they must continue to control all of the associated lands. If associated lands are sold or disposed of without authorized substitution or a *Range Act* agreement is assigned without all associated lands going 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 tenure offered by the Province of BC e.g. Guiding Territory Certificate, Trapping Licence, Commercial Recreation Licence. These tenures will be listed in Schedule '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) are being assigned to the purchaser, the purchaser must acquire all the associated tenures. If associated tenures are sold or disposed of without authorized substitution or a *Range Act* agreement is assigned without all associated tenures going to the new holder, the agreement may be cancelled.

### **Disposing of part 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. In order to do this they must first request the district manager subdivide the licence or permit. In this way the lands will be associated with the resulting agreements as determined by the district manager. After the agreement is subdivided the holder may dispose of the new agreements 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 **“Reporting the Disposition of a *Range Act* agreement, or Disposition of an interest of the holder in the *Range Act* agreement”**. This is a one page form but requires additional information to be attached. The attachments include:

- 1) Associated Land or Tenure (one of the following will apply)
  - a. If all lands associated with the *Range Act* agreement remain with the new holder (the new holder(s) maintain control through retention, purchase or lease) then you will answer “YES” to the question regarding associated lands, and no further information is needed. However, if you answer “NO” to the question you must attach a list of associated lands that are no longer owned or held under lease, or
  - b. If all tenures associated with the *Range Act* agreement remain with the new holder then you will answer “YES” to the question regarding associated tenures, and no further information is needed. However, if you answer “NO” to the question you must attach a list of associated tenures that are no longer owned or held under lease
- 2) Client information must be provided for all new clients to the Ministry of Forests, Lands and Natural Resource Operations on the “Client Information Form” provided.
- 3) Legal documentation that the disposition has occurred must be provided. An assignment form is included in this package and may be used if the holder wishes, however it is not necessary to use our form. In many cases the disposition will be done through the ranch sale or through lease agreement forms that you or your legal counsel prepares and will occur with the sale or lease of the associated lands. If the sale or lease agreement forms clearly and legally documents the assignment of the *Range Act* agreement, those forms can and must be attached. 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.

If you have any question please contact the district range officer for clarification.

**Please do not include these information pages when submitting the report.**

## Reporting the

- **Disposition of a *Range Act* agreement, or**
- **Disposition of an interest of the holder in the *Range Act* agreement**  
(this form is filled out by the new holders)

In accordance with section 18 of the Range Regulations:

\_\_\_\_\_ (assignees) would like  
to report that Range Agreement RAN\_\_\_\_\_ 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 or leased by the new holder(s).

This report must be submitted by the Assignee(s) of the agreement(s) within three (3) months after the disposition(s) has/have occurred. The **Report fee of \$100** (GST Exempt) must accompany the report. Cheques must be made payable to the “Minister of Finance”.

**Attach legal documentation of the agreement(s) disposition. (assignment, lease agreement, ranch sale agreement, etc.). Attach a client information form for any client new to the Ministry of Forests Lands and Natural Resource Operations.**

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

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

## Assignment of a *Range Act* Agreement

I/We \_\_\_\_\_

\_\_\_\_\_ (assignor) holder of Range

Agreement RAN \_\_\_\_\_ hereby assign this agreement

to \_\_\_\_\_ (assignee). Effective

date of this assignment is \_\_\_\_\_

Choose one:

☐

**This disposition is permanent**

☐

**This disposition is temporary; the assignment back to original holder is dealt with in partnership/lease agreement (attached).**

☐

**This disposition is temporary. On December 31, \_\_\_\_\_ the range agreement is assigned back to the “assignor”**

### **Assignor** (Current holders):

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

### **Assignee** (Names to appear on tenure):

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

### **Request for Exemption of a Range Use Plan**

A change in the management of the range agreement, occurring as a result of the disposition of the *Range Act* agreement, requires the new holder to either submit a new range use plan or amend the existing range use plan. A minor amendment to the range use plan results if the transfer does not materially impact the management of the tenure (e.g. an addition of a family member to a tenure or partner where management is remaining substantially the same).

All other circumstances will require a new range use plan to be written and submitted to the district manager for approval.

Exemptions of a range use plan, for a specified time period, may be granted by the district manager if it is not feasible to have district approvals completed prior to turnout. An exemption will be assessed on the new holder's agreement to follow the existing plan or the submission of a draft range use plan.

I/we, \_\_\_\_\_, holder of agreement RAN07 \_\_\_\_\_, request an exemption under section 20 of the Range Planning and Practices Regulation (requirement to prepare and obtain approval for a range use plan). We agree that this exemption:

1. Will not endanger the Range Resource
2. Is in the Public Interest
3. Is consistent with the Objectives Set by Government.

As part of the exemption, we agree to either (pick one)

- ☐ Follow the draft range use plan attached
- ☐ Follow the current range use plan content submitted by the previous holders

**I/We understand that this exemption is temporary to allow us time to submit a new range use plan to the district manager.**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature



Ministry of Forests,  
Lands and Natural  
Resource Operations

## CLIENT INFORMATION

### Primary Mailing address

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*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 corporations business address. If more than one individual is named as a holder of an agreement we **do not** send copies of correspondence to all individuals named.

**Note:** If an agreement is held by one individual or a corporation and correspondence will be sent to the individuals address or corporate address then this form is not needed.

Agreement Number: RAN\_\_\_\_\_

MAILING ADDRESS	
POSTAL CODE	
EMAIL ADDRESS	PHONE #



## CLIENT INFORMATION

### (Individual)

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

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

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SURNAME: FIRST NAME: MIDDLE NAME(S):	DRIVER'S LICENCE NO.
MAILING ADDRESS:	DATE OF BIRTH
POSTAL CODE: EMAIL ADDRESS:	TELEPHONE NO. FAXCOM NO.



## CLIENT INFORMATION (Corporation)

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

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

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

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

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

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

<b><u>FULL LEGAL NAME (NO INITIALS)</u></b>			CLIENT NO. (for Ministry use only)
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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: _____