

made in duplicate this 30<sup>th</sup> day of May, 2016.

**BY THE QUEEN**, in right of the Province of Nova Scotia, as represented by the Nova Scotia Department of Fisheries and Aquaculture, as appointed under section 54A of the Fisheries and Coastal Resources Act, SNS 1996, c. 25,

hereinafter referred to as "**THE ADMINISTRATOR**"

OF THE ONE PART

- and -

**PAT & JOHN STINSON, carrying on business under the name of THE OLD MILLER TROUT FARM**  
P.O. BOX 610  
MARGAREE FORKS, NS  
B0E 2A0

hereinafter referred to as "**THE LICENCEE**"

OF THE OTHER PART

**WHEREAS** the Administrator, under the provisions of the Fisheries and Coastal Resources Act, S.N.S. 1996, Chapter 25 (the "Act") and the Aquaculture Licence and Lease Regulations (the "Regulations"), is authorized to renew aquaculture licences and aquaculture leases;

**AND WHEREAS** pursuant to the Act the Licencee was issued Aquaculture Licence No. 0188 on July 20, 2011 for a term of five years from September 19<sup>th</sup>, 2010 to September 18<sup>th</sup>, 2015;

**AND WHEREAS** the Licencee wishes to renew aquaculture Licence No. 0188;

**NOW THEREFORE** in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Administrator hereby grants to the Licencee a licence for the culture of *Oncorhynchus mykiss* (Rainbow trout) and *Salvelinus fontinalis* (Brook trout) at a landbased u-fish pond located in Margaree Forks , Inverness County, more particularly described in Schedule "A" attached to and forming part of this Agreement ("the site").
2. The term of this licence shall be for ten years commencing on the 18<sup>th</sup> day of September, 2015 to 18<sup>th</sup> day of September, 2025 with the right of renewal, in accordance with the terms of the Act and the Regulations.
3. The Licencee shall pay to the Minister of Finance and Treasury Board an annual fee as set out in the Regulations. The annual payment must be received by the anniversary date of the licence. Late payments are subject to a fee as set out in the Regulations.
4. The undertakings set out in Schedule "B" to this licence (the "undertakings"), form part of this Agreement, and the Licencee hereby agrees to comply with any conditions or limitations contained in the undertakings unless compliance for licensing purposes is expressly waived by the Administrator. The Licencee is responsible for confirming any undertakings and ensuring compliance with them.
5. The Licencee agrees to comply with any permits, protocols, approvals, licenses or permissions (the "licensing requirements") which may be required under the laws of the relevant municipality, the Province or Canada. The Licencee is responsible for confirming any licensing requirements and ensuring compliance with them.

6. This Licencee agrees to comply with the Rainbow Trout Introduction Policy contained in Schedule "C" attached to and forming part of this licence. In accordance with said Schedule "C", the Licencee's certificate number is 2011-12.
7. The Licensee shall only sell fish from the site to a customer who has caught the fish.
8. This licence must not be assigned except with the written approval of the Administrator. If the Licencee is a corporation, any change in the right to control the corporation shall be deemed to be an assignment. No assignment shall be binding on the Administrator until approved by him in accordance with the Regulations.
9. In the event that the Licencee shall cease conducting an aquaculture business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver of its business assets, or avail itself of any proceeding in bankruptcy under any statute relating to insolvency or the protection of rights of creditors, the Administrator may revoke this licence and this Agreement shall be of no further force and effect subject only to the right of Her Majesty the Queen in right of the Province of Nova Scotia ("Her Majesty") to claim for damages.
10. The Licencee must adhere to the Farm Management Plan, as it is in effect for this licence from time to time, and any failure to adhere to the Farm Management Plan is a breach of this licence.
11. The Licencee shall submit to the Minister of the Nova Scotia Department of Fisheries and Aquaculture (the "Minister") an annual report stating such information as the Minister requires concerning the Licencee's use and the productivity of the site.
12. The Licencee is hereby prohibited from using the site in any way that would interfere with other licenced aquaculture operations.
13. If the Administrator, in his or her sole discretion, is of the opinion that the aquaculture activities authorized by this licence are detrimental to or interfere with other licenced facilities, the Administrator may revoke this licence without compensation.
14. Following the completion of a performance review, in accordance with the Regulations, of the aquacultural operation subject to this licence, the Administrator may vary any terms or conditions of this licence in order to address any concerns raised in the performance review.
15. The Administrator may revoke this licence without advance notice or compensation if the Licencee is found by a court of competent jurisdiction to be in violation of any law of the Province or Canada relating to fishery activities.
16. If the Licencee fails to perform any of its obligations under this licence, the Minister may have the obligations performed, with the amount of any costs incurred to be a debt due to Her Majesty, for which Her Majesty shall have a priority charge on the aquacultural produce within the site.
17. If the Licencee is in breach of any term of this licence and such breach is not corrected within the time period set out in the notice from the Administrator, the Administrator may revoke this licence without further notice or compensation.
18. Should it become necessary for Her Majesty to expropriate the Licencee's rights under this licence, it is hereby agreed that the value of the licence for purposes of expropriation compensation shall not exceed the depreciated value of improvements made by the Licencee that cannot be removed from the site. No compensation may be claimed for the cancellation of this licence where compensation is paid or payable in relation to the expropriation of a licence for the same site.
19. Any notices required to be given under this licence may be sent by regular mail to the parties at their addresses set out in the heading of this Agreement, and notice will be deemed to have been received by the intended recipient thereof five business days from the date on which the notice is post-marked. The parties, by agreement, may effect notice by any other means. The Licencee must notify the Administrator of any change of address within thirty (30) days.

- 20. Nothing in this Agreement shall be taken as a warranty by the Administrator that the site may be used now or in the future by the Licencee for aquaculture purposes. The Administrator assumes no responsibility whatsoever for any private property rights or for the actions of other levels of government which may interfere with the use of the site for aquaculture purposes.
- 21. This licence shall be subject to the laws of the Province of Nova Scotia and the parties hereby agree to attorn to its courts.
- 22. This licence shall be subject to any changes made from time to time in the Act, the Regulations or any other relevant legislation.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be duly executed.

**SIGNED, SEALED AND DELIVERED**  
in the presence of

**HER MAJESTY THE QUEEN**  
in right of the Province of Nova Scotia, as  
represented by the Administrator, Nova Scotia  
Department of Fisheries and Aquaculture

[Redacted Signature]

Witness

[Redacted Signature]

Administrator, Nova Scotia Department  
of Fisheries and Aquaculture



The Old Miller Trout Farm  
Per:

[Redacted Signature]

Witness

[Redacted Signature]



[Redacted Signature]

Witness



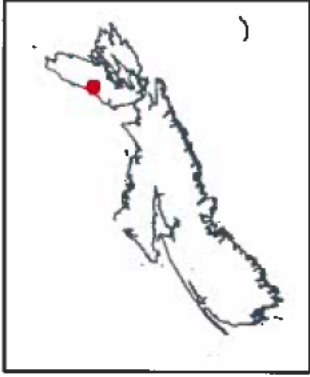
Schedule A  
**GPS COORDINATE INFORMATION SHEET**

Site #:	0188		
Applicant:	Old Miller Trout Farm		
Location:	Margaree Forks	County:	Inverness
Hydrographic Chart:	N/A	Orthophoto #:	
Dimensions of site:	N/A	Size:	N/A

**Approximate Coordinates of Application:**

Datum used:	NAD 83
Centre co-ordinates (approx.)	Lat. 46° 18' 38.40"
	Long. -61° 04' 34.60"

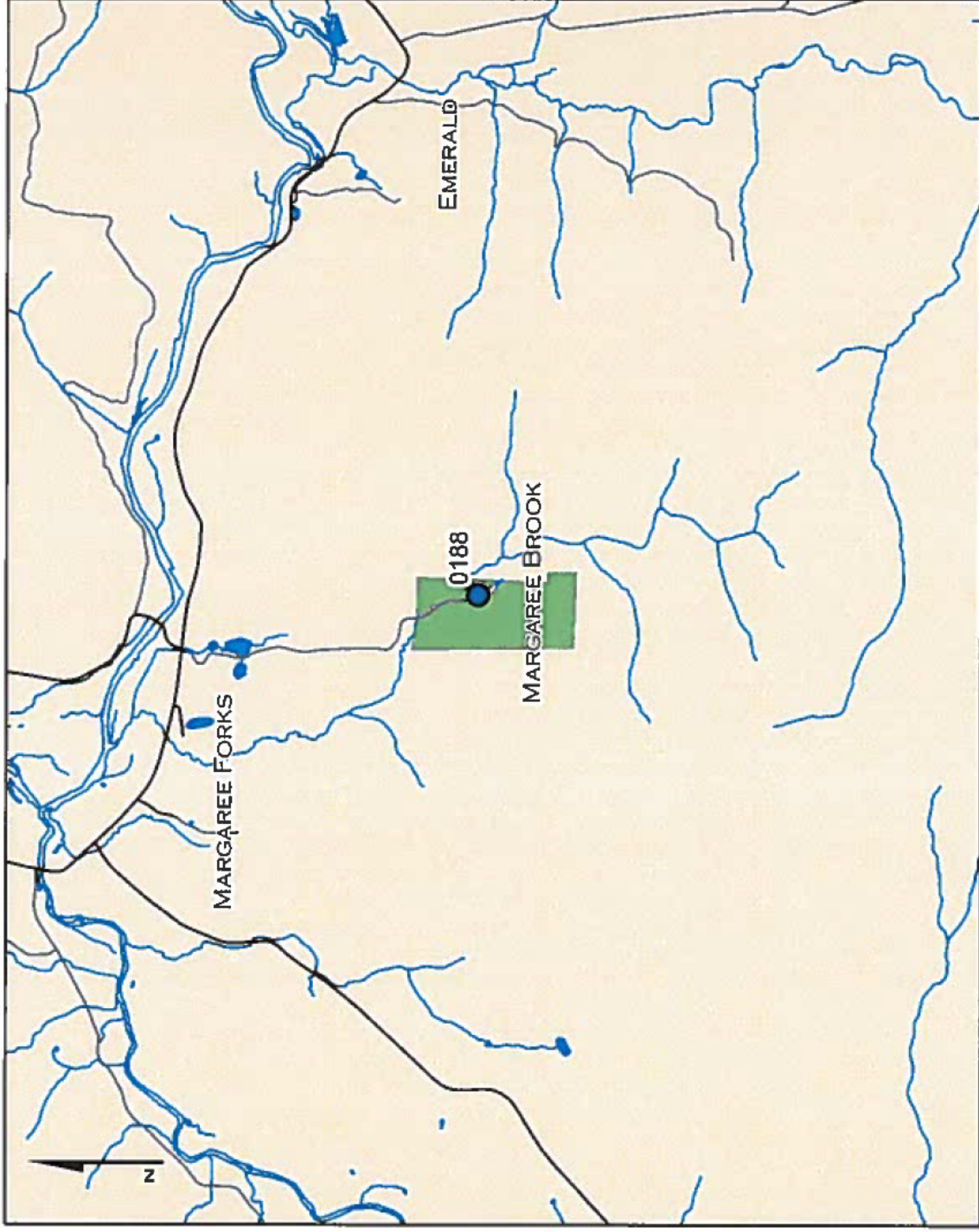
*NOTE: THESE COORDINATES ARE NOT FROM A LEGAL SURVEY.*



**Aquaculture Site**  
**0188**

Centre  
Lat 46° 18' 38.40" Long -61° 04' 34.60"

DATUM NAD 83  
The above coordinates  
are not from a legal survey



**Application Information**

Proponent : Old Miller Trout Farm  
Site Location : Margaree Forks  
Dimensions : N/A  
Area : N/A

Chart No.

N/A



**Disclaimer**

This map should not be used for navigation or legal purposes. It is intended for general reference use only.

MK-0188-SEP-2015

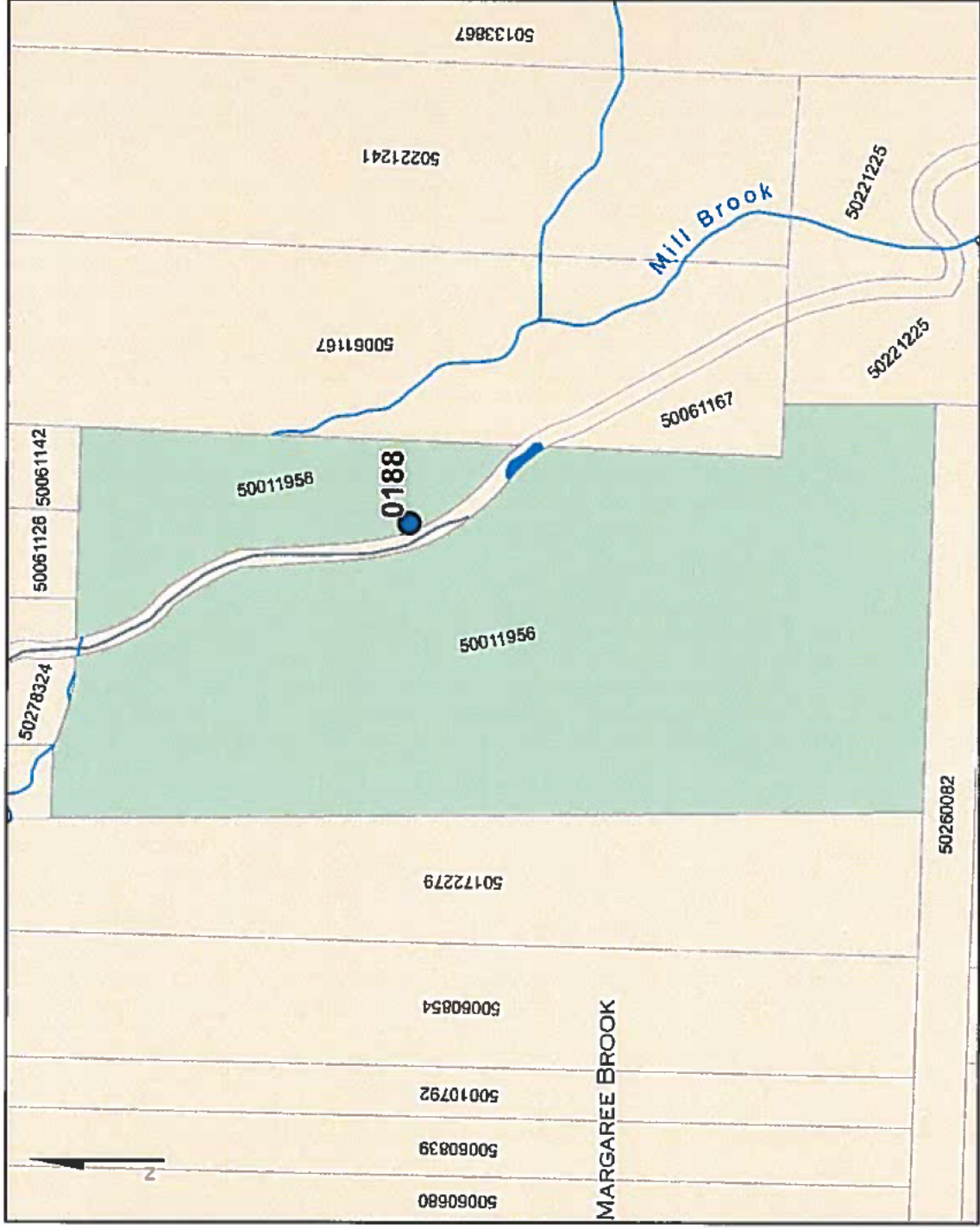
- U-Fish
- Proponent's Lands
- OMHW Mark
- Low Water Mark



Aquaculture Site  
**0188**

Centre  
Lat 46° 18' 38.40" Long -61° 04' 34.60"

DATUM NAD 83  
The above coordinates  
are not from a legal survey



**Application Information**

Proponent : Old Miller Trout Farm  
Site Location : Margaree Forks  
Dimensions : N/A  
Area : N/A

**Legend**

- U-Fish
- Proponent's Land
- Property Boundary
- Low Water Mark
- NS Bathymetry

**Chart No.**

N/A



**Disclaimer**

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MK-0188-SEP-2015

### **Schedule "B"**

This Schedule sets out any undertakings required of the Licencee.

There are no undertakings required of the Licencee.

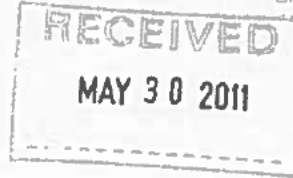


Department Of  
Fisheries & Aquaculture  
Inland Fisheries Division

Schedule "C"

PO Box 700  
Pictou, Nova Scotia  
B0K 1H0

Bus: (902) 485-5056  
Fax: (902) 485-4014  
Email: InlandFish@gov.ns.ca



**CERTIFICATE OF COMPLIANCE - RAINBOW TROUT INTRODUCTIONS**

This serves to attest that the proponent is in compliance with the "Policy for Rainbow Trout Introduction" and is therein permitted to culture Rainbow Trout within the policy's conditions, in the facility indicated on the site inspection report.

**CERTIFICATE NO: 2011 - 12**

PROPONENT'S NAME:

John & Pat Stinson

POND REFERENCE:

ADDRESS:

P.O. Box 610  
Margaree Forks, N.S.  
B0E 2A0

TELEPHONE:

(902) 248-2080

SITE INSPECTION: DATE/REPORT NO.:

May 5, 2011/11-12

DEPARTMENT INSPECTOR:

Nicole Sampson & Eugene Samson

DEPARTMENTAL AUTHORIZATION:



DATE OF AUTHORIZATION:

*May 20, 2011*





**Department of  
Fisheries**

Aquaculture & Inland Fisheries Division

PO Box 700  
Pictou, Nova Scotia  
B0K 1H0

Our file no:

**N.S. POLICY FOR RAINBOW TROUT INTRODUCTION**

**INTRODUCTION**

This policy statement outlines the position of the Province of Nova Scotia on Rainbow Trout (*Oncorhynchus mykiss*) introductions in Nova Scotia.

Rainbow trout are not a native species in Nova Scotia. Introduced to the Province in 1899, rainbow trout have become a popular sport fish and an important species for the aquaculture industry.

This policy takes into consideration concerns regarding the implications for native stocks, recreational fishery management practices and the requirements of the aquaculture industry.

Applications for introduction of Rainbow Trout in districts where selective approval is required will be referred to the Department of Fisheries and Oceans Introductions and Transfers Committee. This committee has representatives from D.F.O. and the Nova Scotia Department of Fisheries.

**DEFINITIONS OF TECHNIQUES FOR RAINBOW TROUT INTRODUCTIONS**

**A. Sea Ranching**

The deliberate release of fish into the sea for feeding at large, followed by the subsequent recapture by the proponent, usually at or near the release site. No natural regeneration in rivers is sought. The use of this technique for rainbow trout introductions is not permitted in Nova Scotia.

**B. Totally Enclosed System**

A man-made fish rearing facility often involving the recirculation of water, which would normally be contained within four walls and which would be designed such that accidental escape, unauthorized transfer or disease introduction to natural waters would be impossible. Facilities most likely to qualify as enclosed systems would be laboratories and aquaria. This technique is permitted in Nova Scotia.



**C. Cage Culture - Tidal Waters**

Netting, plastic, or wire mesh enclosures (in brackish or saltwater) where fish are held throughout their growth period to market size. Recapture of escaped fish within 100 meters of the cages is permitted subject to the provisions of the Fisheries Act and the Nova Scotia Aquaculture Act.

**D. Cage Culture - Non-Tidal Waters**

Netting, plastic or wire mesh enclosure in freshwater where fish are held throughout their growth period to market size. Recapture of escaped fish within 100 meters of the cages is permitted subject to the provisions of the Fisheries Act and the Nova Scotia Aquaculture Act.

**E. Freshwater Fish Culture**

A fish culture facility where rainbow trout are incubated and/or reared in ponds, raceways or other types of enclosures. Sites should meet the following criteria:

- a) preferably only one water inlet or outlet to natural waters, never more than two of each;
- b) inlets will be adequately screened or of sufficient head-drop and/or velocity to prevent fish passage at all water levels;
- c) triple screens with 2- 25 mm mesh size (according to size of fish) and with increasing height shall be installed at each outlet so that extreme flooding will not top them. Two-mm mesh size is mandatory for operations using fry or small fingerlings. Screens shall be spaced so that plugging one and/or two will not allow fish to escape over screen three and so that fish and debris may be cleaned from the sumps between screens.
- d) site topography and intakes must be such that extreme stream conditions will not flood the facilities, thereby releasing fish.

**F. Put and Take Lake Stocking**

The annual stocking, either for immediate recapture or growth and capture, of lakes and ponds from which escape is deemed likely.

**G. Self-Sustaining Stocking**

The introduction of regenerating Rainbow trout stocks by a short period (2-4 years) of plantings, usually from a common stock source.

<u>DISTRICT NO.</u>	<u>DISTRICT NAME</u>	<u>COASTAL END POINTS</u>
4	Chignecto Bay	C.Enrage to C.Chignecto
5	Minas Basin	C.Chignecto to C.Split
6	Fundy Nova	C. Split to Gulliver Point
7	Gulf Nova	Gulliver Point to Cape Sable
8	South Atlantic Nova	Cape Sable to P. Enrage
9	Halifax	Point Enrage to Taylor Head (Spry Harbour)
10	Southeast Nova	Taylor Head to Cape Canso
11	Atlantic Cape Breton	Cape Canso to Cape Perce
12	Bras d'Or Central	Cape Perce to Cape North
13	Gulf Cape Breton	Cape North to Cape Linzee
14	George Bay	Cape Linzee to Cape George
15	Northumberland South	Cape George to Cape Tormentine

Districts will include all drainage basins entering the sea between the indicated end points.

Nova Scotia Department of Fisheries

Aquaculture & Inland Division

TABLE OF PERMITTED USES OF RAINBOW TROUT IN NOVA SCOTIA

A. Sea ranching will not be permitted in any district. B. Enclosed systems are permitted in all districts.

District Number	C Cage Culture (Tidal)	D Cage Culture (Non-tidal)	E Freshwater Fish Culture	F Put & Take	G Self-sustaining
4	YES	(YES)	YES	YES	(YES)
5	(YES)	(YES)	YES	(YES)	NO
6	YES	(YES)	YES	YES	(YES)
7	YES	(YES)	YES	(YES)	(YES)
8	YES	(YES)	(YES)	(YES)	NO
9	YES	(YES)	YES	YES	(YES)
10	(YES)	(YES)	(YES)	(YES)	NO
11	YES	YES	YES	YES	YES
12	YES	YES	YES	YES	YES
13	(YES)	(YES)	(YES)	(YES)	NO
14	YES	(YES)	YES	(YES)	(YES)
15	YES	(YES)	(YES)	(YES)	NO

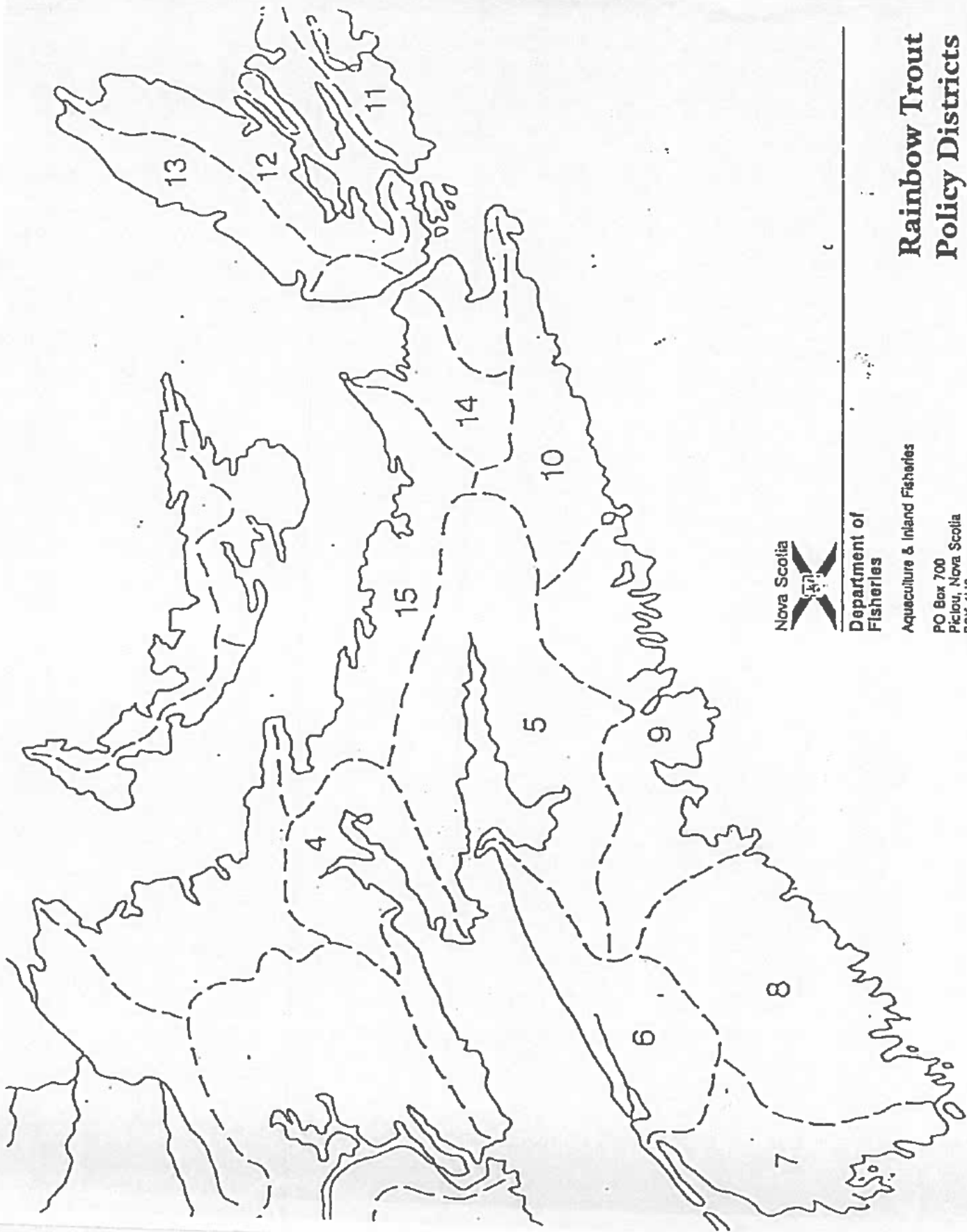
NO - Use not permitted

YES - Approved use

(YES) - Selective approval only

NOTE:

Applications for introduction of Rainbow Trout in districts where selective approval is required will be referred to the Department of Fisheries and Oceans Introductions and Transfers Committee. This committee has representatives from D.F.O. and the Nova Scotia Department of Fisheries.



Nova Scotia



Department of  
Fisheries

Aquaculture & Inland Fisheries

PO Box 700  
Pictou, Nova Scotia  
B0K 1H0

## Rainbow Trout Policy Districts

THIS WARRANTY DEED made this 27<sup>th</sup> day of NOVEMBER

1994.

**BETWEEN:**

Bertrum Burton, and Marilyn Burton, his wife, both of P.O. Box 548, Margaree Forks, in the County of Inverness, Province of Nova Scotia, B0E 2A0;

being the Owner of the lands described in Schedule "A" (hereinafter called the "GRANTOR")

- and -

John Stinson, and Pat Wood, both of 339 William Street, P.O. box 400, Carleton Place, Ontario, K7C 3P5, as joint tenants and not as tenants in common;

(hereinafter called the "GRANTEE")

**WITNESSETH THAT** in consideration of One Dollar and other good and valuable consideration;

**THE GRANTOR** hereby conveys to the **GRANTEE** the lands described in Schedule "A" to this Warranty Deed and hereby consents to this disposition, pursuant to the Matrimonial Property Act of Nova Scotia.

**THE GRANTOR** covenants with the **GRANTEE** that the **GRANTEE** shall have quiet enjoyment of the lands, that the **GRANTOR** has good title in fee simple to the lands and the right to convey them as hereby conveyed, that the lands are free from encumbrances, and that the **GRANTOR** will procure such further assurances as may be reasonably required.

**THE RELEASOR** hereby consents to the within conveyance and releases any claim that the **RELEASOR** had, has or may have pursuant to the Matrimonial Property Act of Nova Scotia and hereby conveys any and all right, title, and interest which the **RELEASOR** may have with respect to the lands described in Schedule "A".

**IN THIS WARRANTY DEED** the singular includes the plural and the masculine includes the feminine, with the intent that this **WARRANTY DEED** shall be read with all appropriate changes of number and gender.

**IN WITNESS WHEREOF**, the Grantor and Releasor have properly executed this Deed on the date first shown above.

SIGNED, SEALED AND DELIVERED

[Redacted Signature]

WITNESS - A COMMISSIONER OF  
THE SUPREME COURT OF NOVA  
SCOTIA

PATRICK C. LAMEY  
A Barrister of the Supreme  
Court of Nova Scotia

[Redacted Seal/Stamp]

GAM/AJL/034666


AFFIDAVIT OF STATUS

Canada  
Province of Nova Scotia

We, Bertrum Burton and Marilyn Burton, make oath and say as follows:

- 1) **THAT** we are the Grantor(s) and Releasor(s) in the foregoing Indenture and are of the full age of nineteen (19) years.
- 2) **THAT** we are now, and intend to be at the date of closing, resident of Canada within the meaning of the Income Tax Act (Canada).
3. **THAT** for the purpose of this my Affidavit, "spouse" means either of a man or a woman who:
  - i) married to each other;
  - ii) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity; or
  - iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabitating or have cohabited within the preceding year;
- 4) **THAT** we are the spouses of each other and have no other spouse as defined herein.

SWORN TO, before me  
 at Margaree Forks  
 Province of Nova Scotia  
 this 29th day of November 1994.




A COMMISSIONER OF THE  
 SUPREME COURT OF NOVA  
 SCOTIA

PATRICK C. LAMEY  
 A Barrister of the Supreme  
 Court of Nova Scotia

PROVINCE OF NOVA SCOTIA

I CERTIFY that on this 29th day of November, A.D., 1994, Bertrum Burton and Marilyn Burton, two of the parties mentioned in the foregoing and annexed Indenture, signed and executed the said Indenture in my presence and I have signed as a witness to such execution.



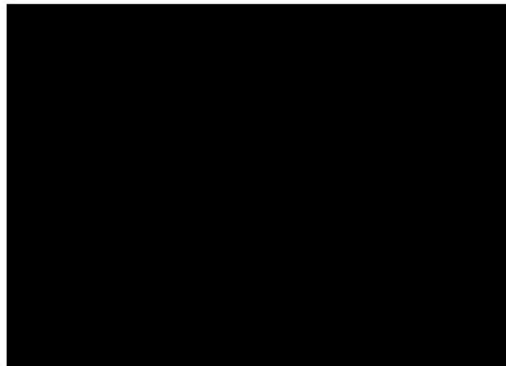
A COMMISSIONER OF THE SUPREME COURT  
 OF NOVA SCOTIA

PATRICK C. LAMEY  
 A Barrister of the Supreme  
 Court of Nova Scotia

**CERTIFICATE****USED RESIDENTIAL PROPERTY****GST EXEMPT STATUS****SCHEDULE V PART 1 SECTION 2**

**TO: JOHN STINSON and PAT WOOD**  
**FROM: BERTRUM BURTON and MARILYN BURTON**  
**RE: PROPERTY AT MARGAREE FORKS, INVERNESS COUNTY**

1. We certify that:
  - (a) We are not the builders of any residential complex (owner occupied single family home, mobile home, semi-detached home, condominium of multi-unit apartment building) on the property.
  - (b) We are not the builders of any addition to any multiple unit residential complex on the property.
  - (c) We have not claimed any Input Tax Credit in respect of the acquisition of or improvement to any residential complex on the property.
2. We certify that the sale of the property is an exempt supply and no G.S.T. is payable pursuant to the Act, Schedule V, Part 1, Section 2.
3. We certify that the above statements are correct, knowing that we, the Vendors, and not the Purchaser will be responsible for any G.S.T. payable as a result of any misstatement made by us in this certificate.
4. For the purpose of this certificate "G.S.T." refers to the Goods and Services Tax imposed by Part IX of the Excise Tax Act, R.C.S. 1985, c. E-15, as amended (herein "the Act"). The words "exempt supply", "builders", "improvements", and "residential complex", have the meanings given them in the Act.
5. This Certificate is given pursuant to Section 194 of the Act.  
We signed this Certificate on the 29<sup>th</sup> day of NOVEMBER  
A.D., 1994.





**SCHEDULE 'A'**

ALL of those several pieces or parcels of land situate, lying and being at Margaree Forks, in the County of Inverness, Province of Nova Scotia and more particularly bounded and described as follows, that is to say:

**FIRST LOT:** That certain lot, piece or parcel of land situated in back of Main Farm formerly owned by Alphonse Richard Miller and now owed by one Nicholas Miller bounded as follows, that is to say:

ON THE NORTH by lands of John L. Tompkins;  
ON THE EAST by land owned by the heirs of the late Basil LeBlanc;  
ON THE SOUTH by the Crown Land;  
ON THE WEST by lands of the late Peter McDaniel.

CONTAINING (50) acres, more or less, and recorded in the Office of the Registry of Deeds at Port Hood, Inverness County, Nova Scotia in Book 82, page 486 on December 4, 1967.

**SECOND LOT:** That certain lot, piece or parcel of land lying and being near Margaree Forks, County of Inverness and Province of Nova Scotia, and bounded as follows:-

ON THE NORTH by lands of the heirs of the late Patrick Doyle;  
ON THE EAST by lands formerly owned by Peter McDaniel and now owned by his grandson, Austin McDaniel;  
ON THE SOUTH by lands of Bernard Doyle; also by Michael D. Doyle;  
ON THE WEST by lands of said Bernard Doyle.

CONTAINING 96 acres, more or less.

**THIRD LOT:** also that other lot of land fronting on the above lot and bounded on the East by lands of Bernard Doyle;

ON THE SOUTH by the Crown Lands;  
ON THE WEST by land of the said Bernard Doyle;

CONTAINING 80 acres, more or less and recorded in the Office of the Registry of Deeds at Port Hood, Inverness County, Nova Scotia, in Book 82, at page 484 on December 4, 1967.

FOR FURTHER REGISTRY REFERENCE see Book 235, at page 88; Book 298, at page 245; Book 330, at page 690; and Book 338, at page 139.

Recommended Stamp:

Province of Nova Scotia  
County of Inverness  
I hereby certify that the within instrument was recorded in the Registry of Deeds at Port Hood in the County of Inverness at 1:03 o'clock P.M., on the 15th day of December A.D., 1994 in Book No. 347 at Pages 357-360 as Document Number 3428

**SCHEDULE 'B'**  
**CERTIFICATE OF CLERK**  
I, [redacted] Clerk of the Municipality of the County of Inverness do hereby certify that the deed transfer tax on this deed has been paid in full on the 15th day of December 1994

Province of Nova Scotia  
County of Inverness  
I hereby certify that the within instrument was recorded in the Registry of Deeds Office at Port Hood in the County of Inverness, N.S. at 1:03 o'clock P.M., on the 15th day of November A.D., 1994 in Book No. 347 at Pages 357-360 as Document Number 3428  
[redacted]  
Registrar of Deeds for the Registration District of Inverness County

Registrar of Deeds for the Registration District of Inverness County (Stamp added March 23/95) SW