

This licence made in duplicate this 18 day of OCT, 2019.

**BETWEEN:**

**HER MAJESTY THE QUEEN**, in right of the Province of Nova Scotia, as represented by the Administrator, 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 -

**BRIAN LEWIS and DALE WEBB**

200 Brendel Way  
Summerside  
Prince Edward Island  
C1N 4J8

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. 1347 on September 14, 2009 for a term of ten years from August 10, 2009 to August 9, 2019;

**AND WHEREAS** the Licence was assigned from Basil Tibbo and Dale Webb to Brian Lewis and Dale Webb on January 30, 2012;

**AND WHEREAS** the Licence was Amended on October 19, 2012 to expand the size and accommodate the use of mesh bags on the ocean bottom on a portion of the site;

**AND WHEREAS** the Licencee wishes to renew aquaculture Licence No. 1347;

**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 to use a 1.30 hectare area located in the body of waters known as Caribou Harbour, Pictou County, more particularly described in Schedule "A" attached to and forming part of this Agreement (the "site") for the bottom shellfish with gear (using plastic mesh bags) cultivation of American oysters (*Crassostrea virginica*).
2. The term of this licence shall be for ten years commencing on the 9<sup>th</sup> day of August, 2019 to the 9<sup>th</sup> day of August 2029 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 shall allow access to the bottom culture areas of the site by the general public for recreational activities. The general public is not permitted to carry out American oyster harvest, enhancement, or husbandry activities at the site.
6. 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.
7. This licence must not be assigned without 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.
8. 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.
9. 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.
10. This licence does not include any rights as to minerals in or on the site.
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. Following the completion of a performance review, in accordance with the Regulations, of the aquaculture 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.
13. The Licencee is hereby prohibited from using the site in any way that would interfere with other licenced aquaculture operations.
14. 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.
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 first priority charge on the aquacultural produce.
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

Licence 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 Minister 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 witness signature]

Witness

[Redacted signature]

Administrator, Nova Scotia Department
of Fisheries and Aquaculture

[Redacted witness signature]

Witness

[Redacted signature]

BRIAN LEWIS



[Redacted witness signature]

Witness

[Redacted signature]

DALE WEBB



**Schedule A**  
**GPS COORDINATE INFORMATION SHEET**

Application #: 1347  
Applicant: Brian Lewis & Dale Webb  
Location: Caribou Harbour County: Pictou  
Hydrographic Chart: 4483 Orthophoto #:  
Dimensions of site: Approx. 70m x 225m x 215m x 65m Size: Approx. 1.30 hectares

**Approximate Coordinates of Application:**

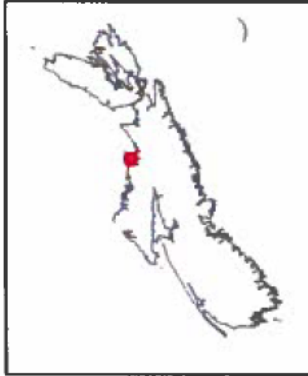
Datum used: NAD 83

Centre coordinates (approx.) Lat. 45° 44' 28.79"  
Long. -62° 40' 31.32"

Corner #1	Lat. 45° 44' 31.31"	Corner #2	Lat. 45° 44' 32.53"
	Long. -62° 40' 35.21"		Long. -62° 40' 32.62"

Corner #3	Lat. 45° 44' 26.80"	Corner #4	Lat. 45° 44' 25.83"
	Long. -62° 40' 26.37"		Long. -62° 40' 29.10"

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



**Aquaculture Site  
1347**

**Issued Lease**  
 Centre  
 Lat 45° 44' 28.79" Long -62° 40' 31.32"  
 Corner 1  
 Lat 45° 44' 31.31" Long -62° 40' 35.21"  
 Corner 2  
 Lat 45° 44' 32.53" Long -62° 40' 32.62"  
 Corner 3  
 Lat 45° 44' 26.80" Long -62° 40' 26.37"  
 Corner 4  
 Lat 45° 44' 25.83" Long -62° 40' 29.10"

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



**Application Information**

Proponent : Brian Lewis, Dale Webb  
 Site Location : Caribou Harbour  
 Dimensions : Approx. 70m x 215m x 65m x 225m  
 Expansion Area : Approx. 1.30 Ha

Chart No.  
**4483**

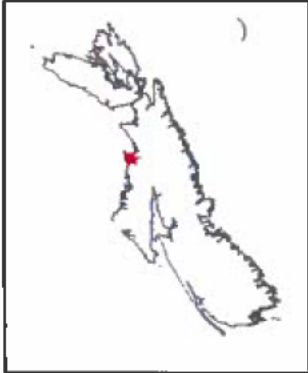


Renewal Application  
 OM-HW Mark  
 Other issued Lease  
 Low Water Mark

**Disclaimer**

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MK-1347-MAR-2019



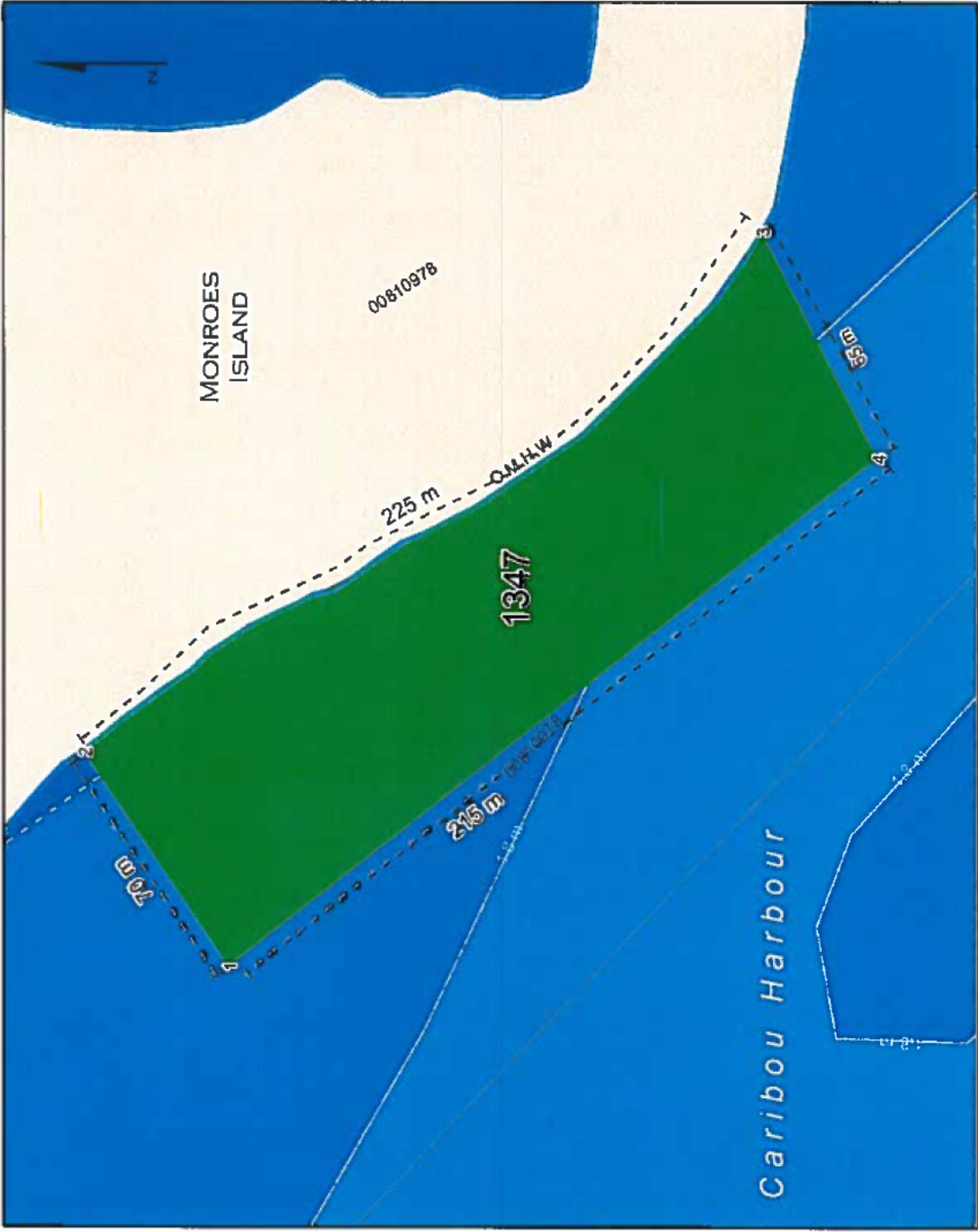
**Aquaculture Site  
1347**

**Issued Lease**

Centre  
Lat 45° 44' 28.79" Long -62° 40' 31.32"  
Corner 1  
Lat 45° 44' 31.31" Long -62° 40' 35.21"  
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Lat 45° 44' 25.83" Long -62° 40' 29.10"

**DATUM NAD 83**

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**Application Information**

Proponent : Brian Lewis, Dale Webb  
Site Location : Caribou Harbour  
Dimensions : Approx. 70m x 215m x 65m x 225m  
Expansion Area : Approx. 1.30 Ha

**Chart No.**

**4483**



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MK-1347-MAR-2019

## **Schedule "B"**

This Schedule sets out any undertakings required of the Licencee.

The Licencee undertakes to complete the following report:

The Licencee shall submit an annual report (in addition to Annual Production Statistics) dealing with enhancement efforts. The details and format of the report shall be determined by agreement with the Nova Scotia Department of Fisheries and Aquaculture and the Licencee. The report shall include information such as the following:

- Stock assessment
- Broodstock manipulations
- Seed collection activities
- Predator control activities
- Other information may be required

**AMENDMENT TO LICENCE**

THIS INDENTURE made in duplicate the 14<sup>th</sup> day of November, 2022,

**BETWEEN:**

**HIS MAJESTY THE KING**, in right of the Province of Nova Scotia, as represented by the Administrator, 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 -

BRIAN LEWIS and DALE WEBB



hereinafter referred to as "**the Licensee**"

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 amend existing aquaculture licences and aquaculture leases;

**AND WHEREAS** pursuant to the Act the Licensee was issued Aquaculture Licence No. 1347 on October 18, 2019 for a term of ten years from August 9, 2019 to August 9, 2029, authorizing the bottom shellfish with gear (using plastic mesh bags) cultivation of American oysters (*Crassostrea virginica*);

**AND WHEREAS** the Licensee is desirous of amending Licence No. 1347 to permit the suspended cultivation of American oysters (*Crassostrea virginica*), the bottom cultivation with gear method and suspended cultivation method of Bay quahog (*Mercenaria mercenaria*) and to change the site boundaries (with no increase in size), subject to whatever undertakings are prescribed by the Administrator;

**AND WHEREAS** the Administrator consents to amend Licence No. 1347 to permit the suspended cultivation of American oysters (*Crassostrea virginica*), the bottom cultivation with gear method and suspended cultivation method of Bay quahog (*Mercenaria mercenaria*) and to change the site boundaries (with no increase in size);

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein and the sum of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. Licence No. 1347 is hereby amended by deleting clause 1 and substituting the following as clause 1 "The Administrator hereby grants to the Licensee a licence to use a 1.30 hectare area located in the body of waters known as Caribou Harbour, Pictou County, more particularly described in Schedule "A" attached to and forming part of this Agreement (the "site") for the bottom cultivation with gear method and suspended cultivation method of American oyster (*Crassostrea virginica*) and Bay quahog (*Mercenaria mercenaria*).





# SCHEDULE A



## Aquaculture Site 1347

Corner	Latitude	Longitude
1	45° 44' 28.225"	-62° 40' 31.771"
2	45° 44' 26.870"	-62° 40' 30.993"
3	45° 44' 29.875"	-62° 40' 30.021"
4	45° 44' 26.801"	-62° 40' 26.376"
5	45° 44' 26.243"	-62° 40' 20.250"
6	45° 44' 25.844"	-62° 40' 20.382"
7	45° 44' 24.464"	-62° 40' 20.831"
8	45° 44' 25.161"	-62° 40' 24.977"
9	45° 44' 25.835"	-62° 40' 29.109"
Centre	45° 44' 26.209"	-62° 40' 26.666"

DATUM NAD 83 CSRS UTM Zone 20  
The above coordinates are not from a legal survey



License/Lease Holder	County	Waterbody	Hectares	Species Type	Culture Type	Chart
Brian Lewis & Dale Webb	Pictou	Caribou Harbour	1.3	Shellfish	4483	4483

Amendment Application  
 Other Issued Lease  
 Other Proposed Application



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Date: 2023-10-24  
Created By: MK

# SCHEDULE A



## Aquaculture Site 1347

Corner	Latitude	Longitude
1	45° 44' 28.225" -62° 40' 31.771"	
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License/Lease Holder  
Brian Lewis & Dale Webb

County  
Pictou

Waterbody  
Caribou Harbour

Hectares  
1.3

Species Type  
Shellfish

Culture Type  
Chart

Amendment Application



EC Restricted Area

Bottom Culture Only



0 12.5 25 50 75

Meters



### Disclaimer

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Date: 2022.10.21

Created By: MK