

This licence made in duplicate this 31<sup>st</sup> day of August, 20 17.

**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 -

**DAVID MACNEIL**

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. 1330 on September 12, 2007 for a term of ten years from September 1, 2007 to August 31, 2017;

**AND WHEREAS** Aquaculture Licence/Lease No. 1330 was amended on February 16, 2011 to authorize the suspended cultivation of American oysters on a portion of the site and the bottom cultivation of American oysters on a portion of the site;

**AND WHEREAS** the Licencee wishes to renew aquaculture Licence No. 1330;

**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 3.94 hectare area located in the body of waters known as Mabou Harbour, Inverness County more particularly described in Schedule "A" attached to and forming part of this Agreement (the "site") for the bottom cultivation without gear and suspended cultivation of American oysters (*Crassostrea virginica*).
2. The term of this licence shall be for ten years commencing on the 31<sup>st</sup> day of August 2017, to the 31<sup>st</sup> day of August 2027, 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 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.



## **Schedule "B"**

This Schedule sets out any undertakings required of the Licencee.

The Licencee undertakes to complete the following report:

With respect to bottom cultivation without gear, the Licencee shall submit an annual report (in addition to Annual Production Statistics) dealing with the 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

SCHEDULE A  
**GPS COORDINATE INFORMATION SHEET**

Application #: 1330  
Applicant: David MacNeil  
Location: Mabou Harbour County: Inverness  
Hydrographic Chart: 4448 Orthophoto #: 99306-086  
Dimensions of site: Approx. 100m x 240m x 195m x 104m x 75m x 300m Size: Approx. 3.94 ha

**Approximate Coordinates of Application:**

Datum used: NAD 83

Centre coordinates (approx.) Lat. 46° 05' 08.16"  
Long. -61° 27' 17.64"

Corner #1	Lat. 46° 05' 06.99" Long. -61° 27' 24.98"	Corner #2	Lat. 46° 05' 11.62" Long. -61° 27' 17.17"
Corner #3	Lat. 46° 05' 11.34" Long. -61° 27' 13.12"	Corner #4	Lat. 46° 05' 10.79" Long. -61° 27' 08.30"
Corner #5	Lat. 46° 05' 08.08" Long. -61° 27' 11.30"	Corner #6	Lat. 46° 05' 08.26" Long. -61° 27' 14.85"
Corner #7	Lat. 46° 05' 03.84" Long. -61° 27' 26.06"		

NOTE: THESE COORDINATES ARE NOT FROM A LEGAL SURVEY.



**Aquaculture Site**  
**1330**

Centre  
 Lat 46° 05' 08.16" Long -61° 27' 17.64"  
 Corner 1  
 Lat 46° 05' 06.99" Long -61° 27' 24.98"  
 Corner 2  
 Lat 46° 05' 11.62" Long -61° 27' 17.17"  
 Corner 3  
 Lat 46° 05' 11.34" Long -61° 27' 13.12"  
 Corner 4  
 Lat 46° 05' 10.79" Long -61° 27' 08.30"  
 Corner 5  
 Lat 46° 05' 08.08" Long -61° 27' 11.30"  
 Corner 6  
 Lat 46° 05' 08.26" Long -61° 27' 14.85"  
 Corner 7  
 Lat 46° 05' 03.84" Long -61° 27' 26.06"

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



**Application Information**

Proponent : David MacNeil  
 Site Location : Mabou Harbour  
 Dimensions : Approx. 238m x 194m x 106m x  
 77m x 300m x 100m  
 Area : Approx. 3.94 ha

Renewal Application Other Issued Lease	OMHW Mark Low Water Mark
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Chart No.  
**4448**

**Disclaimer**

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

MK-1330-MAY-2017

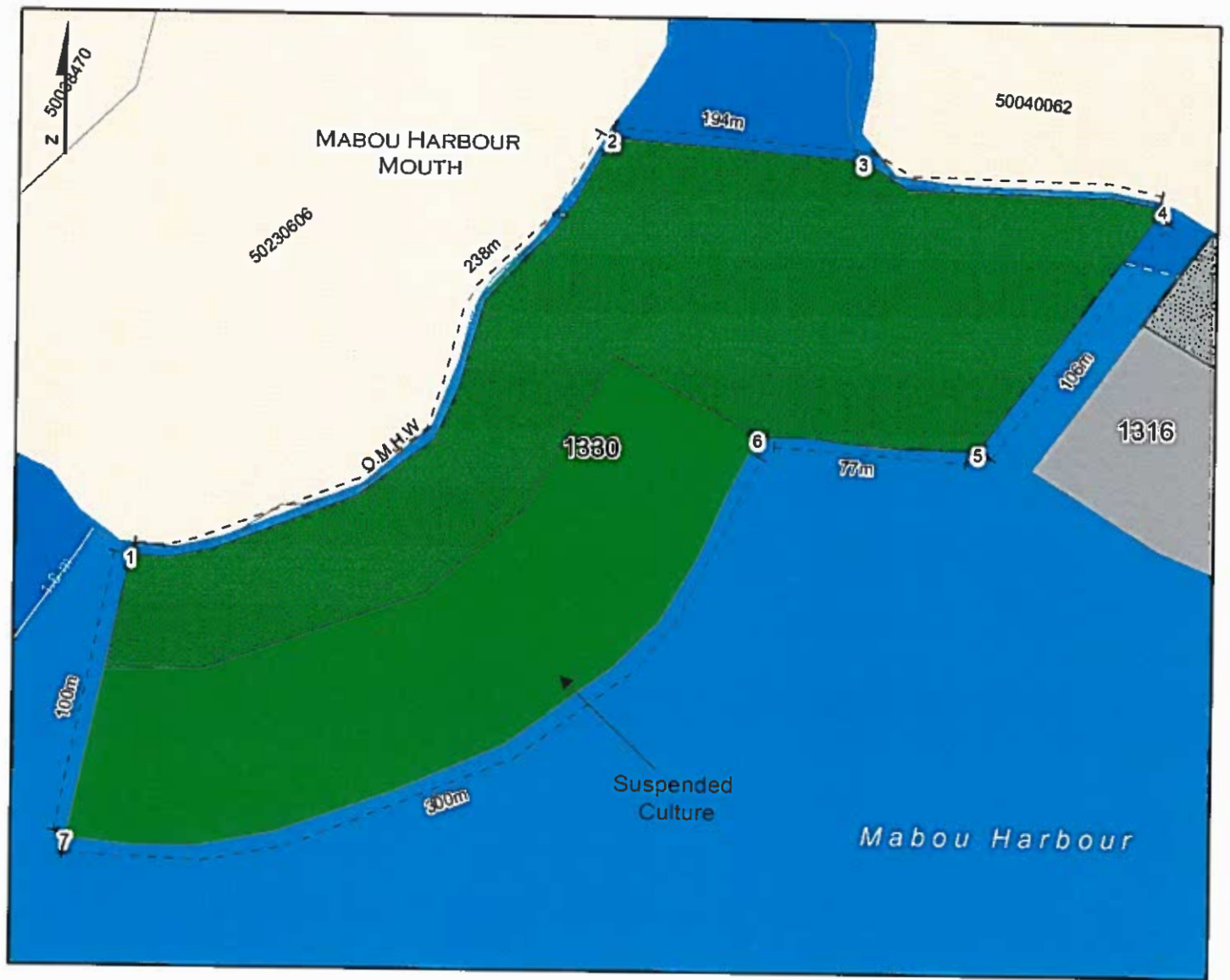




**Aquaculture Site  
1330**

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- Renewal Application
- Other Issued Lease
- Property Boundary
- Bottom Culture
- OMHW Mark
- Low Water Mark
- NS Bathymetry

Chart No.  
**4448**



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