

Lease No. ____

Petition No.

THIS LEASE made [insert date] (the “Anniversary Date”).

BETWEEN: **HER MAJESTY THE QUEEN** in right of the Province of Nova Scotia, represented in this behalf by the Minister of Natural Resources for the Province of Nova Scotia, duly authorized by Order in Council ____ dated the ____ day of ____, ____, (hereinafter called the "Lessor")

- and - ____, a body corporate with its registered office at ____, in the County of ____, Province of Nova Scotia (hereinafter called the "Lessee")

THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE

Unless otherwise agreed by the Lessor, the Lessee will use the leased property for the sole purpose of developing and maintaining an operation for the collection and production of maple syrup from a sugar bush, and for no other purpose.

2. DEFINITIONS

1. “Annual Activity Report” refers to the documentation required to be submitted each year by the lessee indicating activities that were conducted under the Lease.
2. “Approved Development Plan” refers to the development plan prepared by the lessee as part of the lease submission in response to the tender [insert tender #] for the Property that includes information about the lessee, the project, environmental considerations, and the site rehabilitation plan and which has been approved by the Lessor.
3. “Sugar Bush” means woodland tapped for maple sap collection.
4. “Understory” refers to vegetation growing beneath the cover of the forest canopy.

3. TERM

1. This Lease will have a term of twenty (20) years starting from the Anniversary Date and ending twenty (20) years after the Anniversary Date, unless terminated as provided for in this Lease.
2. This Lease will be renewed and continue in force for a further twenty (20) year term if:
 - i) the Lessee notifies the Lessor in writing of its intention to renew the Lease at least six months prior to the twenty (20) year Anniversary Date;
 - ii) the Lessee has complied with the terms and conditions of this Lease to the satisfaction of the Lessor; and
 - iii) the Lessee pays any outstanding rent and administration costs.

4. **RENT**

1. The Lessee will pay an annual rent of \$____, payable on the first day of this Lease and due and payable each year on the day and month of the Anniversary Date of the Lease.
2. Rent may be increased by the Lessor, from time to time, on the Anniversary Date of the Lease. Rent increases will be based on the percentage increase in the Nova Scotia Consumer Price Index between the last time the rent was increased and the time of the next rent increase.

5. **GRANT OF LEASE**

1. The Lessor, in consideration of the rents, covenants, conditions and reservations contained in this Lease, hereby demises and leases to the Lessee, for the sole purpose set out in Paragraph 1, all that certain parcel of land situate at _____, in the County of _____, described in Schedule "A" and shown outlined in bold on Schedule "B" (hereinafter called the "Property").
2. The Lessor agrees to provide the Lessee with peaceful and quiet enjoyment of the Property during the term of the Lease, subject to the terms and conditions of this Lease.

6. **TAXES AND OPERATING COSTS**

1. The Lessee must pay and discharge any taxes or charges levied by any Municipal, Provincial or Federal Authority on the Property, which shall include, but not be limited to, property taxes, betterment charges, business taxes and occupancy charges.
2. The Lessee is responsible for all costs associated with the operation of the Property except as specifically set out in this Lease.

7. **COMPLIANCE WITH LAWS**

1. If required the Lessee must register under and comply with all of the provisions of the *Workers Compensation Act* for the Province of Nova Scotia and all regulations passed thereunder including the remittance of payments for its employees under the Act.
2. The Lessee must comply with all Municipal, Provincial and Federal laws, regulations, permits and approvals including, but not limited to, environmental, labour, industrial, safety standards, Federal Department of Fisheries and Oceans, the *Occupational Health and Safety Act* and its Regulations.
3. The Lessee is responsible for obtaining and maintaining all approvals and permits necessary for the purpose outlined in Paragraph 1. The Lessor does not by the fact of entering into this Lease, covenant that such approvals or permits will be issued by the Province of Nova Scotia or any other body.
4. Failure of the Lessee to obtain and keep current the required approvals and permits will be considered a breach of the terms of this Lease.

8. **DEVELOPMENT PLAN**

1. The Lessee must abide by and comply with the Approved Development Plan.

2. Failure to abide by and comply with the Approved Development Plan will be considered a breach of the terms of this Lease.
3. The Lessee may not carry out activities that are not prescribed in the Approved Development Plan.
4. The Approved Development Plan may be amended with the written consent of the Lessor.

9. ANNUAL ACTIVITY REPORT

No later than 60 days after the day and month of the Anniversary Date of the Lease, the Lessee must submit an Annual Activity Report to the Lessor. The Annual Activity Report must be submitted to the Lessor in care of the Director of Land Administration at the address set out in Paragraph 31(2).

10. MAINTENANCE AND REPAIR

1. The Lessee must not cause or permit any nuisance, escapement, or damage to adjacent or nearby properties.
2. In accordance with the purpose described in Paragraph 1, the Lessee is responsible for the maintenance and care of the Property to the satisfaction of the Lessor.
3. At the end of the term or any renewed term, or if the Lease is terminated, the Lessee must return the Property to the Lessor in the same state and condition when originally leased to the Lessee.
4. The Lessee must remediate and repair any damage done to the Property as may be required by the Lessor from time to time. The cost of such remediation or repair shall be paid by the Lessee.
5. The Lessor may, upon reasonable notice, enter the Property for purposes of inspection in order to determine that the use of the Property is consistent with the stated purposes set out in Paragraph 1 of this Lease.
6. All garbage and waste material resulting from the use of the Property shall either be disposed of at an approved Municipal Solid Waste Disposal Site or as directed by the Lessor in writing.

11. FIRE HAZARDS:

The Lessee will not do anything on the Property or permit anything to be done on the Property that will or might increase the fire hazard.

12. ROADS

1. The Lessee may construct only such roads that are consistent with the stated purposes described in Paragraph 1 and that are more particularly described in the Approved Development Plan.
2. The Lessee is responsible for all costs incurred during the construction of the roads.
3. Prior to commencing construction of any road, the Lessee must, obtain the prior written consent of the Lessor for the location of any proposed roads and shall contact the Area Supervisor in respect of this approval.

13. TAPS

1. Each year, the Lessee will ensure that the tapholes are at least 15 centimetres away from the previous year's tapholes.
2. The Lessee will ensure that:
 - i) trees which are less than 20.5 centimetres in diameter at breast height are not tapped;
 - ii) there is no more than one tap on trees which have a diameter between 20.5 centimetres and 40 centimetres,
 - iii) there are no more than two taps on trees which have a diameter between 40 and 60 centimetres, and
 - iv) there are no more than three taps on trees which have a diameter of 60 centimetres and larger.

14. OPERATIONS OF SUGAR BUSH

For the purpose of operating the sugar bush, improving the yield and perpetuating the sugar bush, the Lessee will follow and use methods which are recognized as accepted standard industry practices.

15. USE OF PESTICIDES, FUNGICIDES OR HERBICIDES

The Lessee, its agents or assignees, must hold a valid license to apply pesticides, fungicides or herbicides and must abide by any applicable Federal, Provincial or Municipal Acts or regulations with regard to the application and/or use of these products.

16. WILDLIFE CONTROL

The Lessee may utilize only non-lethal methods of control when dealing with any wildlife problems.

17. ERECTION OF EQUIPMENT AND STRUCTURES

1. The Lessee may place or erect on the Property only such equipment, buildings, structures and other personal property that are consistent with the stated purposes described in Paragraph 1 and that are more particularly described in the Approved Development Plan.
2. The Lessee may not do any major repairs, excavation, alterations, construction or rebuilding of any such equipment, buildings, structures or other personal property it has brought on to the Property without first requesting an amendment to the Approved Development Plan as well as obtaining the prior written consent of the Lessor, whose consent will not be unreasonably withheld.
3. The Lessee must keep all buildings, structures or other improvements and equipment in good repair to the satisfaction of the Lessor and immediately make such repairs as requested by the Lessor.
4. The Lessee is responsible for all costs and expenses associated with the construction and maintenance of any buildings, structures, equipment or other personal property placed on the Property.

18. REMOVAL OF EQUIPMENT AND STRUCTURES

1. Immediately on the expiration or termination of this Lease and pursuant to Paragraph 28, the Lessee must remove all buildings, structures, equipment and

other personal property they brought on to the Property unless otherwise agreed to by the Lessor.

2. If the Lessee leaves behind any buildings, structures, equipment or other personal property on the expiration or termination of the Lease, the Lessee must remove such items within sixty (60) days of receiving written notice from the Lessor to do so.
3. After the expiration of the 60 day period set out in Paragraph 18(2) above, the Lessor may remove or demolish any remaining buildings, structures, equipment or other personal property or, alternatively, assume ownership with no further liability or obligation to the Lessee.
4. The Lessee will remain liable to the Lessor for any costs or expenses incurred with the removal, demolition or disposal of the Lessee's property.
5. The Lessee's obligation to observe or perform this covenant will survive the expiration or termination of this Lease.

19. BOUNDARIES

During the term of this Lease the Lessee must maintain all boundary markings on the Property so that the boundaries are readily visible and ascertainable. The Lessor is not liable for any damage to the Property which occurs as a result of the Lessee's failure to maintain such boundaries.

20. TREE CUTTING

The Lessee must not cut trees for fuel or for any other purpose on the Property or in the area surrounding the Property without the written consent of the Lessor whose consent may be withheld for any reason whatsoever.

21. SILVICULTURE

The Lessor has the right to do tree thinning and cleaning on the Property in accordance with the Lessor's silviculture programs in areas not worked by the Lessee as described in the Approved Development Plan. The silviculture work must be done under cooperation and the supervision of the Lessee, which supervision shall be arranged through the Area Supervisor.

22. REMOVAL OF TREES

1. The Lessee shall have the right to remove trees in the understory in order to facilitate the gathering and removal of sap as described in the Approved Development Plan.
2. Trees suitable for sawlogs shall not be cut without the prior written consent of the Lessor which can be obtained from the Area Supervisor at the address set out in Paragraph 31(3). The Lessee must pile the sawlogs at a location identified by the Lessor.
3. Fuel-wood which is cut by the Lessee during the thinning operations must be paid for by the Lessee at the current rate charged by the Lessor.
4. All other merchantable wood cut by the Lessee must be piled at a location identified by the Lessor.

23. NON-INTERFERENCE WITH FOREST MANAGEMENT PRACTICES

1. The Lessee will not interfere in any way with the use of lands abutting the Property.
2. The Lessee acknowledges the right of the Lessor, any licensee of the Lessor or any owner of abutting lands to conduct forestry operations or forest management activities without interference by the Lessee, including the construction and maintenance of roads; the application of approved herbicides and pesticides; and the use of forestry equipment and machinery.

24. LIABILITY AND INSURANCE

1. The Lessee is deemed to be the occupier of the Property and is responsible for ensuring the Property is maintained to a standard suitable for the use of the Property as set out in Paragraph 1. The Lessee is solely liable to third parties for all activities which take place on the Property. Nothing in this Agreement will be deemed to constitute either of the Parties acting as the agent of the other Party in any way whatsoever, without first obtaining the other Party's prior written consent.
2. The Lessee will not have any claim or demand against the Lessor for loss, damage or injury of any nature whatsoever or howsoever caused to the person or property of the Lessee or any third party unless such loss, damage or injury is due to the negligence of any officer or servant of the Lessor while acting within the scope of their employment.
3. The Lessee is responsible for the actions and safety of all persons authorized by the Lessee to visit the Property.
4. The Lessee and/or its guests, invitees and permitted assigns voluntarily accept all risks incurred while visiting or staying on the Property.
5. The Lessee will at all times carry a policy of commercial general liability insurance in the amount of \$2,000,000 per occurrence with respect to any risks arising from the operation of this Lease, the use of the Property, product liability and sudden accidental pollution liability.
6. The Lessor is not responsible for the payment of any premiums with respect to such insurance and is not responsible for notifying the insurers of any occurrence or accident in or around the Property.
7. Upon the request of the Lessor, the Lessee must produce a certificate of insurance in the form designated and approved by the Lessor which is current, in force and in good standing.
8. The Lessee shall not do or omit to do or suffer anything to be done or omitted to be done with regard to the Property which will in any way impair or invalidate such insurance coverage.

25. INDEMNITY

1. The Lessee shall at all times indemnify and save harmless the Lessor or any of Her Majesty the Queen's officers, employees or agents from and against all claims, demands, losses, costs, damages, including personal injury or death, actions, suits and other proceedings by whomsoever made, sustained, brought or prosecuted, or from anything done or omitted to be done by the Lessee, in any manner based upon, occasioned by or attributable to the use and occupation of the Property or otherwise arising under this Lease, unless such claims, etc., result from the

negligence of any officer, employee or agent of the Lessor while acting within the scope of their duty or employment.

2. Details of any claims, etc. brought or threatened to be brought against the Lessee with respect to the Property are to be immediately reported to the Lessor.

26. TRESPASS

1. The Lessor will not be liable for the loss of or damage to any property of the Lessee by theft or otherwise.
2. The Lessee shall be responsible for providing for the safety and security of the Property.
3. The Lessee shall not erect any signs or gates on the Property without the prior written consent of the Lessor which can be obtained by contacting the Area Supervisor at the address provided in Paragraph 31(3).
4. Expenses incurred to keep predators off the Property or to prosecute trespassers are the sole responsibility of the Lessee and shall be paid for by the Lessee.

27. ASSIGNMENT AND TRANSFER

The Lessee may not assign or in any way encumber the Property, or any part thereof, without the prior written consent of the Lessor.

28. TERMINATION

1. This Lease may be immediately terminated by the Lessor at its sole discretion for any of the following reasons:
 - (i) rent payments required under this Lease are in arrears;
 - (ii) the Property is used for any purpose other than that stated in Paragraph 1;
 - (iii) the Lessee fails to submit an Annual Activity Report as required in Paragraph 9;
 - (iv) the Lessee fails to comply with the Approved Development Plan; or
 - (v) any other default, breach or non-observance by the Lessee at any time in respect of any other covenant contained in the Lease where the Lessee has failed to remedy such default, breach or non-observance after having been given thirty (30) days' prior notice to remedy the same.
2. Upon termination, this Lease shall be at an end and the Lessor may re-enter and take possession of the Property.

29. DISSOLUTION OR BANKRUPTCY

In the event of the winding up or dissolution of the Lessee, or the adjudication of the Lessee as bankrupt, or an assignment by the Lessee for the benefit of its creditors, or the commencement of proceedings under any insolvency legislation, or the appointment of a receiver or trustee to its property, this Lease shall immediately terminate and the Lessee shall immediately quit and surrender the Property to the Lessor provided, however, that the Lessee remains liable for any losses, costs, expenses and/or damages suffered or occasioned by the Lessor under this Lease.

30. DELIVERY OF PROPERTY

At the expiration or termination of this Lease, the Lessee will peacefully and quietly yield up and deliver possession of the Property in a condition satisfactory to the Lessor.

31. NOTICES

1. Any notice or document required to be given by this Lease shall be deemed to have been received five days following the day such notice or document was mailed.
2. Notice to the Lessor in care of the Director of Land Administration shall be at:

Land Services Branch
Department of Natural Resources
PO Box 698, Halifax, Nova Scotia B3J 2T9
3. Notice to the Lessor in care of the Area Supervisor shall be at:

[insert address of appropriate Area Supervisor]
4. Notice to the Lessee shall be at its ordinary place of business. The Lessee shall notify the Lessor in writing of any change in its current address.

32. ENUREMENT

This Lease shall enure to the benefit of and be binding upon the Lessor, Her Heirs, Successors, assigns and authorized representatives, and upon the Lessee, its successors and permitted assigns.

33. WAIVER

The failure of the Lessor to insist upon a strict performance of any covenants, provisos, conditions or reservations contained in this Lease shall not be deemed a waiver of any rights or remedies that the Lessor may have and shall not be deemed a waiver of any subsequent breach or default of the same.

34. AMENDMENT TO LEASE

This Lease may not be changed, modified or discharged orally. Any changes must be made in writing and when agreed upon by both parties, will be incorporated and form part of this Lease.

35. TIME

Time is of the essence.

RESERVING, however, to the Lessor, Her Heirs and Successors, all mines and minerals, with full liberty at all times to search, quarry, bore, secure, obtain and dig for and appropriate and carry away the same and for that purpose to enter from time to time upon the demised property or any part thereof and from time to time to authorize any other person or persons, corporation or corporations by grant, lease, license, or otherwise to exercise the said liberty or right hereby reserved.

AND FURTHER RESERVING to the Lessor, Her Heirs and Successors, all rights, interests, claims, privileges, easements, possessions and liberties heretofore granted, leased or licensed or otherwise lawfully acquired in or in respect of any such mines or minerals on the Property or any part thereof.

SCHEDULE A

SCHEDULE B

