

# LAND ACCESS GUIDE FOR NEW BRUNSWICK FARMERS

→ YOUNG AGRARIANS →

*in collaboration with*



VERSION 1.0 - 2022

## DEVELOPMENT OF THIS GUIDE

**Young Agrarians** (YA) ([youngagrarians.org](http://youngagrarians.org)) is a farmer-to-farmer educational resource network for new and young ecological, organic and regenerative farmers in Canada. YA's Grow-a-Farmer strategy engages new, young and potential farmers through resources and opportunities online, brings them together to network and learn together on and off farms year-round, and when ready to start farms, supports them to access on-farm training and land, and receive business supports and mentorship from a seasoned farmer. The long-term goal of YA is to increase the number of viable and ecological farms in Canada. Since YA began in 2012, the network of participating farmers has grown at the grassroots level across Canada coast-to-coast through farms organizing and building community.

The RAVEN Project (2018 - 2022) ([www.raven-research.org](http://www.raven-research.org)) is a research project run through the University of New Brunswick, Department of Sociology to empower rural New Brunswickers to tell their own stories about rural life and environmental issues. We hope to use participatory methods to enhance rural community development. We have a special project dedicated to food sovereignty called the "Growing a Better Future Project."

## ACKNOWLEDGEMENTS & THANKS

YA acknowledges that we are on diverse and unceded Indigenous lands and territories across what is colonially called Canada. As we live and work in the context of and in response to a colonial system of laws and policies, it is important to acknowledge the historical and ongoing impact of agriculture and land enclosure on Indigenous lands and food systems. In this context, we acknowledge our collective responsibility to position Indigenous Peoples and their experiences with coloniality in a narrative of reconciliation that places ecology, land stewardship, and Indigenous land title and rights at the forefront if we are to sustain the Earth's ecosystems in today's rapidly changing climate.

The RAVEN Project conducts research on the unceded territory of the Wabanaki Confederacy. We encourage you to reflect on how you might continue the long tradition of land stewardship performed by the Mi'kmaq, Peskotomuhkati and Wolastoqiyik peoples.

Thank you to Amy Floyd for managing the adaptation of this guide to New Brunswick.

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## DOCUMENT SHARING

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## I. ABOUT YOUNG AGRARIANS



The YA network emerged to support a new generation to care for and love the land. Since 2012, YA has grown into the largest new and young farmer network in Canada. We are grassroots coast-to-coast, with programs in B.C. and the Prairies, and collaborations across the country.

Our mission is to grow the next generation of ecological and viable farmers in Canada, to heal and regenerate our connections to the land and each other, and transition to a future ecological food system that is 'good, clean and fair'. We recognize the Indigenous lands and territories that we work on and alongside, and are committed to providing programs and

services that are inclusive and available to farmers and friends of diverse backgrounds.

We are deeply grateful to be able to steward the lands, ecologies and food systems in the places we farm and live. Many of the farmers in our network grow food and farm because of their environmental and social values; ecology is what is capturing people's imagination and re-connecting them to the food system. The network works to facilitate knowledge sharing and community building to create the change we want to be.

Our deepest hope is that the future of our food systems is diverse, interconnected, and resilient, embraces people of all walks of life and sustains the water, plants, and creatures in ways that benefit and work alongside Indigenous Peoples and narratives, and ways of knowing and caring for the land.

Young Agrarians are: young and new agriculturalists, rural, peri-urban and urban farmers, market and community gardeners, food policy geeks, community groups, educators, organizations- and anyone focused on ecologically regenerating the ecologies and food systems of the lands we are fortunate to live on and steward.

### YA's main programs are:

- **Online network building** and resource aggregation to promote agriculture and drive traffic to knowledge, resources and opportunities in the sector including: a resource U-Map, Land Access Guides, Lease and License Templates, Business Planning Tools and more.
- **Community building** year-round through educational and networking events on and off farms and online, to overcome rural isolation, transfer knowledge, and create spaces for collaboration including: Business Bootcamps, Farm Tours, Skills Shares, Weed Dates, Potlucks, Land Socials, Mixers, Land Socials, and Workshop Intensives.
- **B.C. Business Mentorship Network** pairs new farmers with experienced farm business mentors to increase farm viability in start-up.
- **B.C. Land Matching Program** develops secure land access opportunities for new farm businesses to grow.
- **Alberta Land Access Project** to build capacity to provide land matching support in Alberta.
- **The Prairies Apprenticeship Program in Regenerative Agriculture** provides experiential training opportunities on farms to grow a new generation of skilled farmers.
- **Research & Evaluation:** Program Assessment & Educational Partnerships
- **Sector Development:** Working with stakeholders to support research, policy, program creation and development

## 2. FARMING IN NEW BRUNSWICK



*Photo wiki commons – Between Alma and Riverside Albert*

Land and housing prices in New Brunswick are still relatively affordable, however new farmers may not have the access to capital that they need to buy land and navigate start-up. According to Farm Credit Canada 2020 Farmland Values Report, "The Maritime provinces saw the smallest increases in farmland values for 2020. There was an average increase of 2.3% for Prince Edward Island, 1.6% for Nova Scotia and 1.3% for New Brunswick". This is compared with a 7.3% increase in 2020 in neighbouring Quebec. Within the province, prices remain stable in Northern and Western N.B, but increased somewhat in Southern N.B. See FCC chart below.

Region	Avg. per acre price	Range per acre
Western	\$4,800	\$3,000 - \$6,400
Northern	\$1,800	\$1,500 - \$3,000
Southern	\$2,100	\$600 - \$3,000

\*These prices are likely dependent on volume. \$600 / acre in Southern New Brunswick may be possible if buying 300-500 acres, but a five-acre plot will likely cost at least \$1200 / acre.

At this time, larger down payments and co-signers may be required to secure loans. The cost of supplies and infrastructure is as high in New Brunswick as anywhere else in Canada, as many of the farm products that we use are not manufactured here. Much like other provinces, we are also seeing expanding city limits and farm land being lost to housing developments, albeit at a slower pace than in some parts of the country. A rural piece of farmland (near a city) that is turned into a cleared one-acre building-lot can easily sell for \$20,000 - \$35,000.

## **Getting new farmers into production is important for several reasons:**

**Farmland is not protected by legislation in New Brunswick;** rather we have farmland protection recommendations in the form of “land use policies” within our Rural Plans, which can be administered in different ways across the province.

**New Brunswick only produces a fraction of the foods that we need** (less than 8% of all of the produce that we consume). The only products that we are self-sufficient in are those which are exported; such as, potatoes, blueberries, seafood and maple syrup. Those industries are difficult for small farms to break into because they would be competing with already very large producers.

**Our climate is changing in ways different to other places.** While much of the world will experience extreme drought and massive storm fronts, New Brunswick will likely get warmer and wetter (although drought and high temperatures may still be a concern as it was in 2020 and several years prior). In 2021 as the prairies underwent extreme drought, New Brunswick experienced record high rainfalls. We do have the opportunity to “pick up the slack” by producing more agricultural products regionally and nationally, but that will require investment, planning and climate change adaptation. Our seasonal dates are shifting and new farmers will need to be extremely adaptive.

**The average age of a New Brunswick farmer is 56 years old,** which is about the Canadian average. There are some signs of promise, The N.B Agricultural census in 2016 found that, “For the first time in more than two decades, the number of farm operators younger than age 35 rose, from 225 to 260. This translated to a 16-per-cent increase in the number of young farmers”.

They also found that, “The number of farm operators 55 years and older decreased by 175, **suggesting that more farmers retired without being replaced**. Overall, however, the average age remained virtually unchanged”. This will remain a challenging aspect of farm transition and strong government support programs are required. While younger folks may have a strong understanding of global food systems and a passion for things like agro-ecology and community development, they also tend to have large student loan debts (often for non-agricultural programs of study) and they often need to learn from scratch, as many will not be from farming families.

**Only about 2% of our crops are certified organic.** While an increasing number of farmers are opting for spray-free or certified organic, still the majority of our crops are produced in the post-war paradigm of chemical agriculture.

**We are not taking enough care to preserve our soils.** In 2016, 23% of farmers were practicing soil conservation, but 66% were still using conventional tilling. While the number of farms practicing soil conservation has doubled in the last thirty years, we still have a long way to go.

*Graphs on land use and specific industry can be found in the [2016 Agricultural Census](#). The stats above were drawn from that document. The [2021 Local Food and Beverage Strategy](#) created by the Province of New Brunswick can also help with building context.*

### 3. HOW THIS GUIDEBOOK CAN SUPPORT YOU

The purpose of this guide is to support new and landless farmers to choose a path forward to access land. In researching and writing this guide, the driving question has been: how are new farmers getting onto the land? There are several different options to consider, from leasing and purchasing to community farms and incubator plots – each with its own set of pros and cons. Farming is hard work and it takes significant planning, perseverance, and determination to be successful.

#### **This guide will:**

1. Outline the various choices for accessing land
2. Provide tips for assessing land for farming suitability
3. Offer a checklist for developing land access agreements with a landowner
4. Offer sample lease agreement templates annotated in plain language
5. Provide stories about the paths taken by other farmers in New Brunswick on their journey to farming

#### **You can work through this process by:**

- Taking time for self-reflection
- Making notes for future research
- Reaching out for help that is available in the Resources section
- Forming your support team, family, friends, legal and financial advisors, mentors...
- Learning about the different types of land access relationships in New Brunswick
- Researching – All of the organizations, resources and links cited throughout this guide are listed for your reference in the *Resources* section at the end.

### 4. SELF-REFLECTION



*Photo by Andrea Piacquadio from Pexels*

**Whatever the factors, there are quite a few things you can do right NOW to get closer to your goal!**

**Get Physical:** run up the stairs, bike to work, establish good posture, begin a stretching routine, build core muscle strength, start using small hand tools and grow the calluses on your hands.

**Get Thrifty:** start a savings account, pay off debts, attend skill shares, workshops and practical trainings, network aggressively, practice thrift, scavenge and cache useful implements and well-built kitchen supplies.

**Get Learning:** learn to can/jam/preserve and cook food cheaply and well, learn carpentry, basic plumbing, machine repair, welding, and above all skills-share with your friends who know how to do all of that stuff.

**Get Social:** repair any strained relations with land-holding friends and family, show up at community events, stay in touch.

**Get in Touch with Land:** start composting NOW, observe and learn how to read the landscape, think land use and water retention and drainage, and land use, read natural history, read human history.

**Get Dedicated:** help out on a farm near where you live, be an opportunistically friendly neighbour and helper in your community, apply yourself fully to the task at hand, do not flinch when it is hot and smelly, accustom yourself to service.



## Finding Learning Opportunities

Most farmers start on their path learning from others, whether through volunteering on farms, to working seasonal farm jobs, or pursuing farm education in formal and informal learning environments. Internships and apprenticeships are great for getting more practical hands-on learning; they can be paid or unpaid. Some farms have more structured educational programs established while on other farms you may be fully immersed in day-to-day activities and build your skills as you go. Whatever route you pursue, getting an education in farming is key to understanding whether you want to start your own farm business – and how you would want to run it.

Farmers' Markets are great places to connect with farmers who are doing the type of farming that interests you and to find out whether they take volunteers, have internship programs or paid work. The YA website features hundreds of [job postings](#) every year from all sorts of small-scale ecological farms across Canada!

\*Above Resources from the Greenhorns Guide for Beginning Farmers

## Maritime Supports

While [ACORN](#) (Atlantic Canada Organic Regional Network) does not have a specific mentorship program, you can often find opportunities in their Classifieds section.

[FAWN \(Farm Apprentice Worker Network\)](#) is a YA page on Facebook that helps to connect new farmers to learning opportunities through workshops and internships.

[Farm Link](#) – is a national land listing and linking tool designed to connect those looking for land to rent, lease or buy, on farm employment, business partnerships in agriculture, or farm succession arrangements with landowners and retiring farmers who have farmland or other on farm opportunities.

[Food Work](#) – serves as a job board for all kinds of work in local and sustainable food – jobs, entrepreneurs, farmers, board positions, interns, managers, partners, volunteers.

[Hayes Farm](#) is a great place for informal workshops, volunteering or dedicated multi-season training through their Regenerative Farming Internship programs. They also offer a Holistic Farm Business Planning course in the fall/winter.

If you are willing to travel to Nova Scotia, you may be able to learn with [The Marthas New Growers](#) program, Antigonish.

### **National and International Supports**

[SOIL \(Stewards of Irreplaceable Lands\)](#) is a non-profit organization established in 1989 that links Canadian farmers willing to take on and train apprentices with folks wanting to work and learn on an organic farm using sustainable practices.

[WWOOF Canada \(Worldwide Opportunities on Organic Farms\)](#), where “in return for volunteer help, WWOOF hosts offer food, accommodation and opportunities to learn about organic lifestyles.”

### **THERE IS NO SUBSTITUTE FOR EXPERIENCE.**

There is so much learning that happens when you’re fully immersed in a farming operation (good and bad), and it will inform how you chose to manage your farm in the future. Maybe you like your tools organized a certain way, or like to use particular harvesting and washing techniques, prefer to work markets or sell through a Community Supported Agriculture (CSA) model... Whatever the case, getting experience on other people’s farms is key to knowing whether long-term farming is for you.

### **That First Farm Experience Will Help You Discover More About What YOU Need**



*Photos above from [Pexels](#): Left to right [Abigail Bellen](#), [Julia Volk](#), [Taryn Elliott](#)*

- Are you an animal person, a vegetable person, a cut-flower person?
- Do you have the discipline for dairy? The might for fieldwork? The patience for regulatory labyrinths? The stamina for farmers markets?
- Do you like interacting with the eaters? Is your focus nutrition or high cuisine? Do you like food-processing/value-added products?
- Do you like teaching or mentoring? Could doing related workshops supplement your farm income?
- Some folks decide that they don't want to be farmers and instead start other farm-based businesses, like specialty tool companies. \*

- Do you have a skill that could support a farm-related consulting business? Soil science, engineering for greenhouses, heating systems, plumbing for advanced irrigation...etc. This could help with a part-time income stream. Bonus! The more in-depth your consulting knowledge becomes, the better you can support your own projects (while learning on someone else's dime).

The land-seeking farmer should think hard about whether they have the necessary experience to pull off their endeavour. We say this because growing food is hard work, both physically and mentally – many farmers can relate to the challenges of working alone for periods of time in order to operate their farms and the regret of expensive mistakes.

For the new farmer, an apprenticeship under an experienced farmer is an invaluable first step, and working as a hired farm hand can impart a sound grasp of the business of farming. Being connected to a farm can also provide valuable networks in the community that can be worth a lot in terms of saving time and creating future opportunities if you decide to start your own farming business in the future.

There are many different types of farming and, in turn, many ways to shape your commitment to the land. Building an agrarian lifestyle that is financially sustainable and creates a healthy balance is an evolving process, and requires solid planning. Often, farmers have a hybrid strategy of on- and off-farm work, as well as seasonal highs and lows in production and income, which is important for assessing cash flow for the year.

Farming requires you to develop contingency plans in case things don't go as planned, and it requires thinking well into the future for the long-term management of crops, soil health, and business development. The next section will guide you to reflect on how you want to shape your agrarian life.

\*Text source: Greenhorns Guidebook for Beginning Farmers

## YOU + FARMING =?

Whether you've just gotten the farm bug or have been farming for years and are now ready to take on a piece of land on your own, take some time to get into the nitty gritty of what your ideal farming scenario looks like.

**We encourage you to use the notes section on the next page to put down responses to the following questions:**

### **What aspects of farming are you good at and what aspects do you find challenging?**

Many (often unanticipated) skills go into running a successful farm. Figuring out what your assets are and where you have skills gaps will help you figure out what you need to run a viable operation. This doesn't mean you have to be good at everything, but it means you can hone in on the things that will give you the best return, and figure out how to bring in the skills that you need. Maybe you can harvest salad greens like nobody's business or maybe you are great at building structures or selling at the Farmers' Market.

### **What are your lifestyle dreams / hopes / needs outside of farming? Do you want to be a part-time or full-time farmer?**

Farming, like many livelihoods, blends occupation with lifestyle – on the one hand, that's what draws a lot of farmers into farming – on the other hand, it means there's always more to be

done. And that means being pressed to make sacrifices. Think about what is important to you, and what you aren't ready to give up.

For example: Do you need to attend your favourite cultural events in the summer months, or go take care of family in another part of the country? Are you a contractor that wants to farm and do your other paid work at the same time?

If these are lifestyle needs for you now, you may want to consider putting in an orchard, which would require less intensive management than annual vegetables or livestock, and your heavy work times would be Spring and Fall rather than throughout the growing season. Think about what crops and practices will enable you to make space for the other things that are important to you.

### **How much risk and financial insecurity can you take on?**

Consider your tolerance for risk, financial insecurity, isolation and physical labour. There are ways to figure out how to work within your limits, but these are all things that you will likely have to navigate. Knowing where your limits lie will help you make better decisions for yourself – and stronger commitments when it comes to working with others. That may mean that you decide to take another year to save up, build more credit or take care of that crick in your back. For instance, farming in an urban setting may be convenient for access to markets, but growing your business may involve leasing multiple parcels that can result in a lot of landlord relationships to maintain. No farming situation is perfect, but thinking through your ideal scenario will help you weigh your options.

### **What do you want your community to look like?**

Growing your business in an established farming community may require more attention to marketing and maintaining a competitive edge – but being part of a farming community also provides the opportunity to connect with peers for knowledge sharing, co-operative marketing models and other forms of collaboration. Think about what you're looking for in a farm and in a community.

Do you want to live rurally or near the city? Do you want an area that has strong support for agriculture with farmers markets and businesses that are actively seeking and promoting their local food purchasing? Or, are you willing to trailblaze and contribute to building a local food culture in a more remote location?

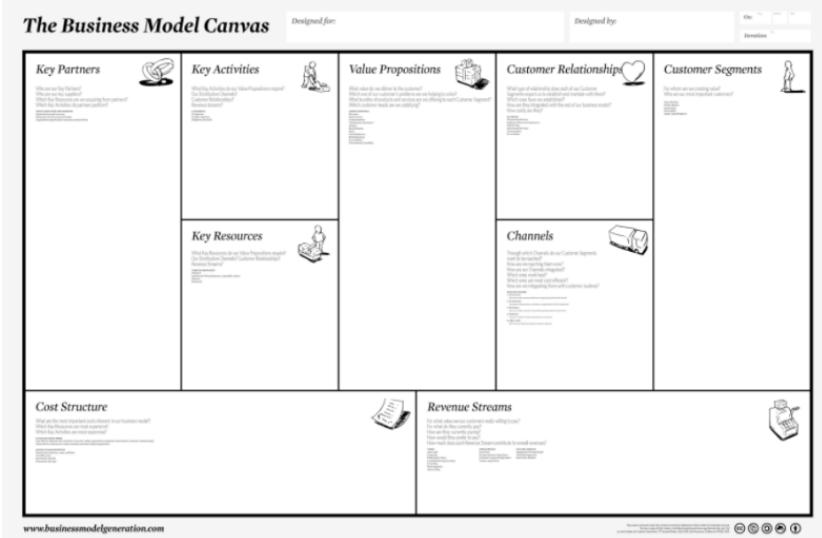
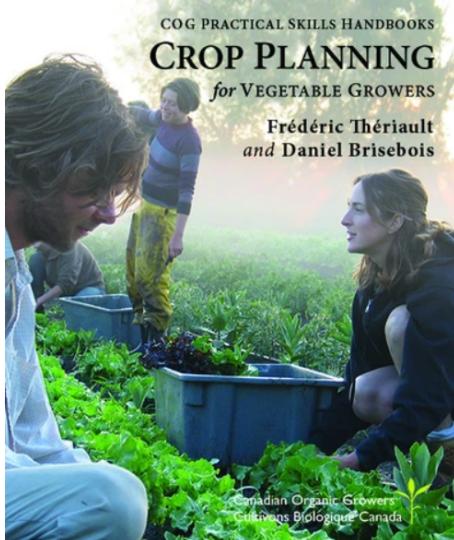
## **5. DEVELOPING YOUR BUSINESS PLAN**

Writing a business plan can seem like a daunting task, especially if you're new to managing a business (let alone a farming business) or if you're someone who isn't in the practice of writing things down. Nonetheless, it is an essential step for actualizing your farming vision and for clearly articulating your vision to others. You may also need a business plan to apply for a loan or funding or to demonstrate your commitment to a potential landlord; through this process you'll get a lot clearer on what it is that you want to achieve and how. Do seek out advice and mentorship as you solidify your business plan.

Your business plan is a living document – it will evolve as you grow your farm (plan to revisit it annually or even seasonally), and a good framework will give you the space to iron out the kinks.

If you have several ideas that you want to test out, you would do a **business case** (which is not the same as a business plan). A business case compares status-quo (what you are doing right

now), with at least two other options. This can be really helpful at narrowing your ideas down before going in-depth with a business plan. For instance, if you are really interested in doing salad greens and cut flowers, but only have space in a small urban yard for one or the other. If you think you will leave your current job to do either of those businesses, you will make that your “status-quo”.



You can also use the Business Model Canvas tool to create simple one-page mental maps before getting heavy into things like finance or marketing plans. You can find the Business Model Canvas template and other resources at: [youngagrarians.org/tools/business](http://youngagrarians.org/tools/business).

## Getting Started

You can get help from various organizations to build your business. These are often called business “accelerator” programs. They have seminars and resources and may even connect you with a mentor or provide a half-hour of free counselling with professionals like accountants, marketing professionals or lawyers. See Resources section for listings.

A business plan will help paint a picture of your ideal farming operation and what you require in terms of land, length of lease, and infrastructure (such as buildings, fencing, greenhouses and irrigation) to run your business. Think about the following questions to help figure out your requirements for land:

- How much land will you need in your first year and do you want to increase your acreage in future years?
- Do you want to be certified organic?
- How long will your crops take to produce?
- What kind of soil and terrain do you need for your crops or livestock?
- A business plan will highlight your financial situation. Planning for cash flow can make or break your farming business. Having a solid grasp on your finances is absolutely crucial before you consider applying for funding/financing, signing a lease, or talking to a realtor. **See Appendix B for a sample Net Worth Statement.**
- How much income do you need to live on?
- How much can you expect to bring in from on and off-farm work?
- How much can you afford to spend on your business in the beginning?
- How much money do you need monthly to cover production expenses?
- How long will your money last before you have to find other work?

- Can you afford labour, or will you keep the scale of your operation manageable for you and/or your family?

## TIPS FOR WRITING A BUSINESS PLAN

- Make lots of time to do it right. Daydream, read, visit other farms and find ways to collect your ideas in photos and writing.
- Build the foundation to give your dream some legs: figure out the markets for what you want to sell, find out what other farmers are charging, talk to farmers about the feasibility of your plan, and talk to your prospective clients about what kind of volume they would buy at different prices.
- Think about what your farm would need to look like to accomplish these marketing goals: size of land, buildings, tools and staff
- Research, scout, document and put it on paper!



## STRUCTURING YOUR FARM BUSINESS

There are many ways to set up your farm business depending on what's right for you. Below, we've identified a number of different governance structures.

### Key things to consider when deciding how to structure your farm business:

- What type of management philosophy do you have?
- Do you prefer to work solo or manage with a team?
- How are your revenues managed?
- How are you taxed?
- What types of capital can you access?

**For-Profit:** Sole Proprietor, Partnership, Corporation, Cooperative

**Non-Profit:** Society, Charity, Cooperative, Social Enterprise

**Sole Proprietor:** A sole proprietorship is owned by one individual, and there is no distinction between the owner and the business. This means that you as a business owner have unlimited liability (are personally responsible for any business debts). Pros include: simple start-up, minimal filing requirements, privacy, and independence.

If you are starting very small, (for instance, you will only generate a few thousand dollars to pay yourself and cover expenses in the first year, your expenses are minimal and you are just trying out ideas), you could skip registering a business and just claim the income on your personal income tax as (other earnings). It will cost around \$230 to register most types of for-profit businesses in New Brunswick, as well as a week of your time to get everything organized. The benefit of having a registered business is that you can claim more work-related expenses on your income tax.

**Partnership:** In a partnership, ownership is shared by two or more individuals. In a general partnership, each partner is jointly and severally liable for the debts of the partnership. In a limited partnership, liability is limited to the amount invested and investors have no part in the day-to-day management. Pros include: combined assets and complementary skills, creating greater strength in the business. Personal relationships are very important and a partnership agreement is critical.

**Corporation:** Setting up a corporation (incorporating) creates a distinct entity from owners or shareholders, with limited liability for owners. Start-up is costly, with larger annual filing

requirements and a potential need for public disclosure. You need to create a "share structure" to register a corporation, which will require some research and careful thought.

**Social Enterprise:** A social enterprise is an organization that applies commercial strategies to maximize improvements in human and environmental well-being—this may include maximizing social impact alongside profits for external shareholders. While an understanding of social enterprises is becoming more common in New Brunswick, they still may not be understood by banks and investors. [The Cooperative Enterprise Council of New Brunswick](#) could help you with this type of business.

**Did you know...** There are 700+ co-ops and social enterprises in New Brunswick. Compared to conventional businesses in the economy they:

1. Demonstrate three times more growth,
2. Create nearly five times the jobs and
3. Have a lifespan that is nearly twice as long.

(from the above CECNB factsheet)

The Hayes Farm [Holistic Farm Business Planner](#) course has lots of tools to help you (and your farming partner) to get in the right frame of mind and make informed decisions about the intersection between lifestyle and farming.

See Appendix B to learn how to prepare a Financial Assets Statement for banks and loan providers.

## CASE STORY: NON-FAMILY FARM SUCCESSION

### **From intern to farm business owner at Earth to Belly Homestead, Stanley, New Brunswick with Louis St. Pierre and Courtney Atyeo**

*Photo: Courtney and Louis at their Durham Bridge Farmstand 2021 (From Facebook)*



The origin story of Earth to Belly Homestead is one that we don't see often in New Brunswick, but hopefully we will see more of in the future. Louis St. Pierre came to New Brunswick from Quebec to work as a farming intern. He had buying land in New Brunswick in mind, but he wasn't sure where he might end up.

The farm was a traditional homestead that had been brought back into production by the landowners who lived on the site and had been working hard at re-establishing overgrown fields. In 2015 Louis worked on the farm for a month and again for a month in May of 2016. He used his time there not just to learn about farming, but to understand the local market options and what sold well. He learned quickly that eggs for example, would be a good investment.

Louis is a jazz drummer. In the spring of 2017, he got the wonderful opportunity to play in a world-wide tour. The tour covered his lodging, meals and other basic expenses, so Louis – motivated to buy land at the end of the tour – saved, saved, saved. "I was 21 years old and this was the first real money that I had ever made in my life, but I knew what I wanted. I

made Excel sheets to track my finances and lived off of my expense allowance. If you can believe it, in that year I only spent \$600 of my own money!" said Louis.

After getting back to New Brunswick Louis found that the landowners he had interned with were ready to move on from the farm. Louis and the farmer developed a close relationship during their time working together and he was able to buy the place for a great price; on the promise that he would maintain the site as a working farm. In this case, the purchase of the farm was done simply, through the bank as a mortgage. One of the farmers stayed on site for a time after the land sale, exchanging room and board for the use of the farm equipment that they owned.

Louis spent a lot of time with his business plan and thought very clearly about how he could make the farm support him so that he didn't need to take any off-farm jobs. After just a few years, the farm has field blocks for produce, greenhouses, a large flock of hens, pigs, an indoor wash station and a dedicated kitchen space for processing value-added products. Louis' partner, Courtney Atyeo also has a dedicated pottery studio on-site. After doing CSA's and market stands, the business is shifting, as the couple learns more about the local market and customer preferences.

The farm is typical of those in the area, with steep hills and rocky soil, but even so, the couple have been able to make the farm successful. Louis attributes the success to a few things, "I did what I said I would. I worked with the farmer that was here before and I proved myself. Part of the problem is with education - young people might have goals, but they often aren't taught the practical steps for reaching them. You can get what you want with hard work, but you have to keep trying".

Financing farm infrastructure was one of those challenges that required tenacity. Louis says, "You might need to look for some private investments. The banks weren't really very flexible with me, even those set up to give agricultural loans. Lenders tend to favour larger producers. As a younger person on a small farm, you might need to come up with 20% down and get a co-signer. Another problem is that the assessed market value on the land is often so much less than the actual market value, so the bank doesn't see it as much of an asset. It can also be harder to finance a lot of smaller projects, like a pond, wash station, greenhouses, irrigation. The banks are more likely to want to give money for something more tangible like a barn."

Louis's parting advice for new farmers, "The pandemic has brought so much economic disparity, which changes how people buy food. There are also lots of people coming to New Brunswick from other provinces and the price of houses and land is artificially high right now. With so many things changing, if you are short on resources, it could be good to rent land until the housing market stabilizes again".

You can find Earth to Belly Homestead on [Facebook](#) or on their [website](#).

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## 6. FINDING LAND



*Photo by [Clem Onojeghuo](#) from [Pexels](#)*

**YA U-MAP LAND LISTINGS:** Land Listings on the YA U-Map provide landholders with a space to list their land opportunity with relevant details such as land use history, water access etc. for land seekers to browse. You can list yourself as a Farmer Looking for Land so landholders can find you, too. Many of these land opportunities also get posted to the YA blog and social media. [maps.youngagrarians.org/map#q>New%20Brunswick](https://maps.youngagrarians.org/map#q>New%20Brunswick)



**ACORN CLASSIFIEDS:** The Atlantic Canada Organic Regional Network has excellent, free resources, including a classifieds section. You can find anything from straw, to internships, to animals for sale. [acornorganic.org/classifieds](https://acornorganic.org/classifieds)

**ATTENDING FARMER MEETINGS:** Farmers often know which pieces of land are available for lease and can help you make the connections you need. It's good to get your name out in the farming community and establish trust. Your request may pass through the community through word of mouth. Some groups that you could contact initially are [The National Farmers Union of New Brunswick](#) (province-wide) and [Really Local Harvest](#) (Southeast). Both are bilingual organizations.

**BULLETIN BOARDS AT FARM STORES AND FARM STANDS:** Occasionally, landowners will post flyers advertising that they are looking for a farmer on their land. You can also post that you are looking for land to farm in the area. Think about places where people might share information if they don't have internet. Co-op Country Stores and Feeds N' Needs are good places.

**CROWN LAND LEASES:** There are two types of leases that may be available from the [Government of New Brunswick](#) on land that is held in public trust, one is for agriculture and the other is specifically for land designated for blueberry fields. There are other types of non-agricultural leases, including maple sugar bushes. These leases tend to be ten-year-terms. The Department of Agriculture could help you find the parcels of suitable land and make the application. There may or may not be land in your area, but it is worth checking as the lease rate is quite modest. As of 2021, prices varied from \$5.25 to \$17.25/ hectare depending on type of use. You will likely need to pay for a property survey and certainly yearly property taxes.

**FARMLINK:** is an online platform that connects food growers with land in Canada. [farmlink.net/](https://farmlink.net/)

**NEWSPAPERS:** Landowners and farmers are often older, and tend to use print media rather than online. The classified section of local newspapers is a great place to find land for sale and for rent. Reading the local paper will also give you a feel for the culture of the community. Posting your own wanted ads can also be useful and could accompany a short one-pager or email message outlining the key aspects that you are looking for and how to contact you. You can find the list of daily papers [here](#).

**ONLINE:** Kijiji and Facebook Marketplace can be a starting place. As of 2021 Facebook Marketplace seems to be the most widely-used site. This can change over time, so ask around to see which sites or platforms most people are using right now. If you have Facebook friends in New Brunswick, you can simply let people know that you are looking for land and you may have people reach out to you. Word of mouth works very well here, although you will have to be a bit shrewd about asking questions, so that you don't waste your time visiting sites that aren't appropriate.

**REAL ESTATE AGENTS:** Some real estate agents may be knowledgeable about farmland rentals or sales. They may also know of new farmland purchasers who may be looking for a farmer. Call different agencies and ask. It is fairly common for farmers to practice real estate seasonally, so those agents will have an added layer of insight.

**TAX SALES:** In January of each year, any properties owing back taxes for more than one year go to auction. These are generally not like bank sales in that often the owner has passed away or left the province. The sites may have dilapidated buildings or garbage for you to deal with, but the land can often be brought back to use with some hard work. Make sure you factor these clean-up costs into your budget and check for soil/ water contamination if you can.

[www2.gnb.ca/content/gnb/en/services/services\\_renderer.21156.Property\\_Tax\\_Sales.html](http://www2.gnb.ca/content/gnb/en/services/services_renderer.21156.Property_Tax_Sales.html)

You can get properties at a fraction of market value this way. Sales may be residential properties, land, or in some rare cases commercial sites (owned by the Department of Transportation and Infrastructure). Be forewarned, the original owner can get the property back if they make payment within 90 days of the tax sale. Also, you may need to show that you have secured access to the money before you are allowed to bid. If you have a few years before you are ready to start farming, this is an interesting option. If you are looking to start next season, you may end up disappointed. You can find these listings in ["The Royal Gazette."](#)

**WORD OF MOUTH:** Networks are very, very important! Most farmland that is available for lease or purchase will not be advertised. Spend some time driving or cycling in the area you are interested in living/ farming. If you see a piece of land you are interested in ask neighbours or use GEO NB to find the owner's name.

## 7. ASSESSING A SITE FOR AGRICULTURAL SUITABILITY



While taking over an existing farm site is an option for some new farmers, you may also be thinking about converting a piece of land with no history of agriculture and little or no existing infrastructure. As you're studying listings and researching potential sites, here's a checklist of things to consider. Once you've decided to work through a lease with a landowner, see Appendix A: Working Through Your Agreement, for a detailed breakdown of questions to run through with your landowner and address in your land access agreement.

**Site Assessment Checklist – Brainstorming Question and Considerations**

## LEVEL OF COMMITMENT

**Length of lease:** How long are the landowners willing to lease their land? Year-to-year is often standard for new farmers, but holds a level of risk; as a lot of time and money is invested in getting the land in shape for production. Five years is the typical length of time for a farmer to realize a meaningful return on investment. Feel out the landowner for willingness to give you a longer lease.

If you are renewing a lease for a longer term (10 years), what is the farm succession plan? Would a rent-to-own option make sense to both parties? This will require additional legal agreements.

## CLIMATE AND SITE

**Growing zone:** The climate and snow depths vary greatly all over the province (from 3b to 5b Hardiness Zones). Speak with other growers in the area to determine calendar dates for various crops. Climate is the most difficult aspect to change. Also, understand that there are many microclimates. You may gain or lose a growing zone within a 20 – 30 km range depending on elevation, the watershed and the exposure to sun and wind. See Resources list at the end of the document for more information on zones and permaculture sector analysis.

In addition to understanding your growing zone, you can get historical climate data from Environment Canada. Site selection may not be a major issue for a season-long lease, but do consider the impacts on productivity over a 10-year lease if conditions are poor. See Resources section.

**Land orientation and exposure:** While southerly exposure is a huge advantage for vegetable farmers, it can be a liability for livestock farmers because pasture can dry out. Northerly winds may be hard on tall crops like corn and grains. These challenges can be overcome by changing the crops you grow but it will take some creativity. Coastal areas may have higher winds and drifting snow in the winter months, so take care to consider proper animal shelter requirements.

**Vegetation:** The presence of noxious weeds can be a serious deterrent. You might consider asking permission to put agricultural tarps on your lease areas before the beginning of your first growing season to smother weeds and make bed preparation easier.

## WATER

**Water for irrigation:** Ensure there is adequate water supply before considering the land. Check with the landowners to see if they have ever experienced shortages. If so, explore other options for accessing water. It is not advisable to farm where there is the potential for water shortage.

Ponds might be an option. If there is already heavy equipment on site, and the landowner is amenable, an irrigation pond may be feasible.

Keep in mind that it is likely illegal to pump water from other natural water sources. See the Resources list at the end of the document to learn more about these restrictions.

**Potable water for washing produce:** If there is no potable water, there are options for treating water. Ultraviolet light systems are getting more affordable. This is not an insurmountable problem, but it should be priced out before proceeding.

## LAND

**History of the land:** Has the land been farmed before and were there any past practices that might have impacted the soil health? If the landowners don't know, ask the neighbours. If the

neighbours aren't sure, contact the Municipality, Rural Community or Regional Service Commission planning department to find out what zoning and land-use history they have on file. You might look for major sources of pollution like mineral exploration permits, gas stations or fuel storage on site, community garbage dumps or scrap yard use.

Farm practices in the past could have contaminated soils, so you may want to request permission to take soil samples from multiple locations on the land before signing a lease. Tests for hydrocarbons, salts, heavy metals (from inorganic fertilizers, diesel, etc.) can be done through RPC Analytical or Saint John Laboratory Services. They can perform a variety of other samples as well. Check with the lab first to get directions on collecting the specimen. If you are considering getting organic certification, this step would be essential to understanding your starting point in soil health.

**Soil and topography:** Certain soil types are not conducive for growing vegetables (e.g., very sandy soils or very heavy clays). There are a variety of maps offered by the Government of New Brunswick for soil mapping and classification. Keep in mind that government officials are mostly interested in the highest quality of farmland and likely to discourage you from using lower classes of land. All land can be improved over time, so think about what you can afford and how much work you are willing to put in. If you can manage it, regenerating or improving land is a legacy project that will help future generations of farmers and eaters.

New Brunswick has areas that are heavy in gypsum. Underground water movement can create erosion that leads to sinkholes. If this is a concern in your area, take into account how this might affect activities requiring the use of heavy equipment on the land or aquifer recharge capacity.

Knowing the history of tillage, fertilizer application and crop production can help you determine soil deficiencies and needs.

The Resources list at the end of the document contains a document on how to plan for taking representative soil samples to analyze for mineral content and organic matter.

## FARM INFRASTRUCTURE

**Equipment:** Does the farm come with machinery that you can use? Is it in working order, or are the landlords willing to have it repaired? Would the farmer allow you to bring a mechanic on-site to assess the equipment and determine that it is safe and reliable for your usage needs?

**Fencing:** If there is no fencing, ask if the landowners will pay for the cost if you supply the labour. If not, seriously consider getting fencing that you can take with you at the end of the lease, so you can still hold on to your infrastructure investment.

**Greenhouses:** Greenhouses are invaluable for season extension and starting seedlings. If there are no greenhouses, discuss sharing the cost or installing greenhouses that you can take with you.

**Outbuildings:** Storing and securing farm equipment is essential. If there are no outbuildings, will you have the ability to build on the land? How do the landowners feel about paying for the materials for you to build a permanent structure on their land? If a permanent outbuilding is not possible, might you bring a tarp shed or other temporary weather shelter to the property?

**Power supply:** Access to power is invaluable for electric fencing, for heating and venting cold frames, and for heat lamps for chicks, goslings and ducklings.

**Product storage facilities, coolers, freezers:** The potential for refrigeration and post-harvest storage of farm products adds value and makes harvest easier. Insulated rooms can be cheaply turned into coolers using an air conditioner and a coolBot system. See Resources.

## LIVESTOCK

Livestock can be an asset if it is already part of your business plan, or can be adapted into your plan. If you're able to use manure for your soil it's important to find out the feed and medications given to livestock, especially if you plan to be certified organic.

**Feed storage facilities:** For livestock, this is essential and can be expensive infrastructure.

**Vegetation:** Some plants can be toxic to livestock. It is advisable to walk the land with a knowledgeable person. You may be able to get help through the Department of Agriculture or a local garden group. Some foresters have a good knowledge of wild plants too.

## AMENITIES

**Access to markets:** This question is critical in New Brunswick as travel distances from rural to urban centers can be far. Rural areas may or may not have farmers markets or other shared sales points. At of 2021, the largest consumer base seems to be in the urban markets. Rural markets generally cannot support the pricing that urban markets can because of the variations in demographics, job opportunities and income levels.

**Access / Parking:** Is the road and/or gate wide enough for a tractor to get through? Is there enough parking for a farm stand and for volunteers? Are on-farm workshops or farm tours part of your business plan? Ask the landowner how they feel about traffic on the land.

Some landowners have historically shared roads or "right of way" with other landowners. These right of way agreements may not be legally binding. Is there the potential that the neighbouring landowner might cut off access to a road and make it very difficult for you to get to your lease or equipment? When doing a risk assessment, keep in mind that the cost of building new roads is tens to hundreds of thousands of dollars and could take several months.

**Bathroom access:** Where will you go to the bathroom? Is there an existing facility, could you build an outhouse, or bring in a portable bathroom?

**Cell phone and internet reception:** Can you operate your farm while being out of cell phone range? For example, if you are selling to chefs, they may call at various times during the day.

The actual function of rural internet generally does not meet the specifications advertised by telecom companies. If your business internet use requires high upload or download speeds, you should do a ping test locally to determine what the actual speeds are. Also, check for "dead zones" on the land. This is fairly common with our hilly terrain. In some cases, if you are near the coast, you can get service from towers in P.E.I, Quebec or Nova Scotia. Coverage can change somewhat depending on the season as well.

**Farm stand:** If you'd like to do on-farm marketing, having a farm stand or the ability to build one is key. Some landlords and, or neighbours can have issues with the increased traffic, and it's an important point to talk through. In some areas, a pre-existing farm stand nearby may be open to you selling your products there.

Research zoning requirements for "farm gate sales". If the farm you are leasing from is a registered farm business, it may be allowable. Urban farm sales or those on properties zoned "Rural" or "Residential" may not be. See Resources section to find a contact for zoning information in your area.

**Housing / Residence:** Is there accommodation for you on the land, or affordable housing nearby? If you can't live on or near the farm, raising livestock will be a lot more challenging. Is there the potential for you to bring an RV, tiny home or seasonal residence to the property? This

will require investigation of options for water, sewerage and grey water management. This option will require a separate lease agreement.

**Transportation:** Does the farm have trucks or vans that regularly move their farm goods to market? Would they be willing to ship your goods with theirs for a fee? The shipping of goods may make up a good portion of your business expenses.

## **"GOOD NEIGHBOUR" CLAUSES**

**Restrictions / Restricted uses:** Does the landlord have conditions that limit your options on the land? Examples could be aesthetic in nature, such as no stockpiling tarps or no compost piles above a certain size.

**Security and privacy:** Do you have the ability to secure your equipment and can you control unwanted traffic on the land? What are the neighbours like? Have they been exposed to agriculture before and are they likely to complain?

**Zoning:** It may be very expensive and time consuming to get zoning changed and your application may not work out in your favour. "Agricultural" or "Rural" land would be safe bets. In a Municipality, the Council will control the zoning and in rural areas it is generally controlled by the Regional Service Commission or Rural Community in that area.

A good tool for high-level site assessment is *Yeoman's Scale of Permanence*. It looks at features of the land from the most difficult to alter to the simplest.

1. Climate
2. Landshape/Topography
3. Water Supply
4. Roads/Access
5. Trees
6. Structures
7. Subdivision Fences
8. Soil

## CASE STORY: COMMUNITY LAND TRUSTS

### South Knowlesville Community Land Trust, South Knowlesville, N.B



Image: Fall Fair and the Art and Nature Center, South Knowlesville Community Land Trust; photo Tegan Wong-Daughtry.

The Back to the Land Movement has had several iterations, but one of the most memorable in modern times was in the late 1960's and '70's. Jean Arnold came to Knowlesville, New Brunswick and later started The Falls Brook Centre there, teaching sustainability education and community building for several decades. In the early 1990's a young man named Leland arrived in the community to learn at the Centre and it was there that he met his partner, Tegan.

Leland and Tegan Wong-Daughtry enjoyed being part of the community and were gifted some land for their wedding. They soon found that while they loved the natural beauty of the area, they were lonesome for an extended community. Part of the couple's core values are that anyone should have access to land. "Land is not owned and our commodification of the land has led to incredible abuses against it. It is important to share the land and our successes are stemming from this turn away from mainstream norms." said Tegan. Wishing for community and wanting to take land off the marketplace, they were able to purchase neighbouring land with help from family and a three-year loan from a local landowner. Their hope was to share the spaces they loved.

Around 2006 they started to build their dream community – the [South Knowlesville Community Land Trust](#) (SKCLT). Leland says, "It is time to purchase abandoned rural land and share it with others, or share what you already have, freely. This is part of the foundation for creating rural neighbourhoods: making land accessible to others, at no cost. Yes, no cost. Accessibility to land should not require anyone to open their wallets. Now is the time to share land and remove the thought of purchasing and selling land for profit. Land is for living on, not profiting on."

Another value for this community is honouring the Peace and Friendship Treaties. Tegan reflects, "I really feel that we need to align ourselves with the fact that we are living on stolen land and this land we are sharing was shared with the settlers through the Peace and Friendship treaties.

We have an obligation as treaty people to decolonize our relationship with land as a commodity to be bought and sold."

This community is not a "commune," but a rural neighbourhood. The kids move around freely. The residents communicate in between meetings using the Slack platform and meet regularly to discuss projects. The KAN (Knowlesville Art and Nature Centre) is a heritage building that was moved to the site for community activities. A strawbale expansion, off-grid amenities and some hand-built playground equipment completed the space. There is currently a school there and several festivals are held there each year, bringing people from throughout the county and even as far away as Ontario.

Anyone can make it known that they would like to live in the community. There is a one-year trial *discovery* period, whereby folks must live as part of and participate in the community. After that they can be granted a lot (on a 99-year lease), on which they will build their home and practice good stewardship. Often folks will camp out in the summer and the rest of the year they might rent a room from another resident or rent a space somewhere nearby.

This process has been largely a self-selection process. Not everyone will want to stay. Some people miss their home community and the distance from a city and paid employment opportunities could be hard for others. Residents can sell their homes, but not the land. The idea is to sell at market rate, or building cost plus sweat equity, etc. There are several ways to create a fair price, but the goal is to avoid market speculation and keep the community affordable.

Interestingly, the group didn't wait to have a legal land trust structure to get started. Over time they have been crafting their approach to this aspect. Perhaps not everyone would feel comfortable living this way, but trust in each other has been an essential part of making the community work.

Farm businesses are minimal at this point, save for Ditch Rich Nurseries which grows a variety of permaculture plants. Household food production is common and includes a communal garden. Food production is another core value that the community holds. What the Wong-Daughtery family and others in the community have done is to build a land sharing model for others to use.

How could a land trust work for you? This might appeal to new farmers who want to make a collective land purchase or as legacy projects for retired folks who want to give back with the gift of a land trust. At the end of the day, the process of remaining patient, flexible and building relationships is really what is required to make this all happen.

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## CASE STORY: REVERSE MORTGAGE AND COMMUNITY LAND TRUST

### At Whaelghinbran Farm, South Branch, N.B



*Image from Community Forests International Website*

There is another notable land trust that was set up between Community Forests International (CFI) and landowners Sue Tyler and late husband, Clark Phillip at [Whaelghinbran Farm](#) (at South Branch, between Sussex and Fundy Park). Whaelghinbran was the first farm in New Brunswick to be "organic," going back to the 1960's.

This land was of interest less because of the 30-40 acres of farmland, but more for the well-stewarded, mature, Acadian Forest. As the couple aged, they needed support with managing the forest and CFI has been actively managing it since 2012. With the existing land base and a few purchases made by CFI, Whaelghinbran is now 798 acres.

The arrangement made with Clark and Sue was called a "buy back" or "reverse" mortgage - basically a rent-to-own scenario, where CFI paid the owner's monthly payments instead of paying the mortgage at the bank (all covered by a detailed Agreement of Purchase and Sale). Part of that agreement was also that Clark and Sue had a "life interest" in the house and a small amount of land around the house (mostly the vegetable gardens) until such time that they chose to leave or passed away. Sadly, Clark passed away only a month after the Agreement was signed. Sue remained on the property for several years after, before moving to town.

The New Brunswick Community Land Trust (NBCLT) currently holds a working lands conservation easement on the property, which describes what may and may not happen on the property - restrictions here are largely around how much wood can be cut, only certified organic agriculture, etc. The site offers education and inspiration, protects an uninterrupted

swath of one of the most bio-diverse temperate forests in the world (amid vast clear cuts), and offers carbon capture. You can read more about their story in this great article by the [Narwhal](#).

If you know of farmers who are interested in passing their land on for farming, but are not able to find farmers who can afford to make an outright purchase, this could be one option. The landowners should speak with their tax specialist. It may be more beneficial to get monthly payments as opposed to having to pay capital gains tax on a lump sum. If you purchase land and feel called to protect it for future generations the NBCLT can help you learn about land trust easement options (which could prevent land from being clear cut, soil mined or having agricultural chemicals used on it, for instance). As with all of the case studies in this guidebook, relationship building, patience and perseverance are certainly key with these types of arrangements.

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## 8. OPTIONS FOR LAND ACCESS

This section gives an overview of different types of land access agreements and purchasing land, starting with a look at options for farming on incubator plots and community farms. Even if purchasing land is an option for you, it's a good idea to research all avenues. Finding the right land can take years, so leasing, licensing or working out a memorandum of understanding could be an option while you take time to really search for the ideal spot. Keep your mind wide open during your land search process.

This section of the guide will focus on four ways you may choose to access land, with varying degrees of tenure. Special attention is paid to renting land and developing agreements around renting land:

- Incubator Plots
- Community Farms
- Purchasing Land
- Renting Land

The following terminology will be helpful in navigating this section of the guide:

**What is land tenure?** The term “tenure” comes from the Latin word *tenere*, which means “to hold”. The key documents for clearly outlining the conditions of tenure are land title documents in the case of ownership, and lease agreements in the case of leasing. Tenure can be short or long term, and can be shared and come with a variety of different conditions. Many of the rights we commonly associate with land ownership can be achieved or approximated without actually owning land. Leasing, licensing, renting and crop sharing are several of the types of tenure that will be discussed in this document – and no doubt creative arrangements will continue to be developed to contend with the high prices of land.

**What is a co-op?** A co-operative is an organization owned by the members who use its services or are employed there. Co-operatives can provide virtually any product or service. Co-operatives have a long and successful tradition both in Canada and around the world, and have proven amazingly flexible in meeting a wide variety of human needs. Since most co-ops are based in a community and or a region, the investment in the co-op along with the surplus revenue generated from the co-op stays within the local community.

**Did you know** that the Sussex & Studholm Agricultural Society #21 (Sussex, New Brunswick), was established in 1841 and is the oldest, continually operated agricultural society in the world!

## CASE STORY: A FARMER OWNED LAND SHARE COOPERATIVE

### Le Ferme Terre Partagée, Pleasant Ridge, N.B, with farmer/ owner Pierre-Olivier Brossard



*A Community Tour of the Farm in June 2021. Co-op member Rebeka and daughter Aube are in the foreground. Photo: Amy Floyd*

Pierre-Olivier Brossard started working on a conventional potato farm, run by his God Father and Cousin in Northern Quebec when he was just 13 years old. Having started in this situation at a young age, he may have chosen to continue along this path of conventional farming; but, shifts in his personal belief system and ideology through his cégep (Collège d'enseignement général et professionnel) years and beyond put him on a path of peasant agroecology and food sovereignty.

"P.O", as he is most often known in the community, is a longtime supporter of the rights of global peasants, primarily through the organization [La Via Campesina](http://www.laviacampesina.org). He paints a picture about the struggles that are coming to the whole world around access to land in the near future, but also one of the opportunities that are also coming. "In the late stages of capitalism, we can see that we are needing a new paradigm shift. The decommodification and collectivization of land and services that are happening in places like Chiapas, Mexico Zapatista occupied territory, the Autonomous Administration of North and East Syria (AANES), also known as Rojava, which is a Kurdish Communalist Revolution and here in the settler colonial country of "so called Canada", the Land Back movement lead by indigenous community are just some inspirations that we can focus on," says Brassard.

Pierre-Olivier, says that in New Brunswick the price of land is still accessible - relative to other provinces, and with the average farmer being between 50-60 years old there are opportunities for people wanting land to step in. Historically, if we return to the past and we see how Mi'kmaq people, who are members of the Wabanaki Confederacy and Acadian settlers shared the land as being held in common. We have a really rich pre-British colonial history of being tied to the land here, on the eastern shore of turtle island and people feel really grounded in their communities. We just need to think of new ways to do farm succession.

The advice that Pierre-Olivier would give to new farmers is focus primarily on getting the knowledge that you need. Also, make sure that some of that knowledge comes in the form of experience, getting hands-on knowledge from experienced human beings is the most valuable. "Lots of people will think that living on a cooperative and communal farm is great until they work their first 70-hour work week or have to make meals for 15 people. Understand first if this is right

for you. The material goods and physical assets of farming will come eventually and, as I said, the opportunities to get land collectively in a non-neoliberal way are actually really promising in New Brunswick, relative to the context and the history of the province."

It was through a friend-of-a-friend network, Pierre-Olivier came to meet Rébeka Frazer-Chiasson and her (now) husband Kevin Arseneau. After meeting at a Food Secure Canada workshop in Halifax about a decade ago, they got to talking in-depth about what an agricultural cooperative could look like. Rebecca and her family had land available on a multi-generational family farm near Rogersville, New Brunswick and they decided to start work there. Pierre-Olivier left Quebec to settle in New Brunswick and join what has come to be a worker owned cooperative called [Le Ferme Terre Partagé](#) (FTP), or *the shared earth farm*.

Today the FTP cultivates about 5 acres of organic vegetables for their market garden, which is done as a CSA program and farmer's market. They also farm hay, grain, beef, poultry, hogs and some dairy, but at a small level for their own household consumption. There are currently four worker members of the cooperative and there are options for others to join as "Associate" and "Workers" members. There are opportunities to visit the farm for the fall harvest event *Feast in the Field* and the *Festival Folk Racine*, a celebration of rural Acadian life and peasantry, (usually in October each year). You can find out more about the structure of the cooperative on their [website](#) and there are several [stories](#) that also feature Frazer-Chiasson's journey from social and community work to full-time farmer.

Overall, though, Pierre-Olivier says, "Don't really think too much about doing what we are doing and don't focus on imitating other models (historically or those done elsewhere in the world), instead really think about what you and the people in your collective and community need and want related to the values, mission, morals and the ethics of the people involved individually and as a group. Get confident that you understand that before you start doing any planning about structures and methodologies."

Pierre-Olivier cites some of his formative experiences in Cuba with visiting collective production cooperatives and how the farmers there have been so integrated into the collective model that they don't really bother with the idea of farming alone. That is a really stark juxtaposition with our generation of aging farmers who were brought up in (or forced into), the neoliberal model of farming – which is an ever-increasing scale of production, technology and finances over all else. It will take some time for people to get comfortable with new ways of doing things and moving beyond the status-quo.

Pierre-Olivier finishes with a thought that is both hopeful and empowering, "We don't always need to be looking elsewhere for models. We are fully capable of creating made in New Brunswick solutions that work exactly how we need them to. This is a good time for communities to start to find their own power. It's pretty much the first rule of peasant agro-ecology: adapt the farm model following some principles and processes – but locally, related to the material conditions and contexts of the farm and the people around it".

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**Incubator Plots:** An incubator farm is a supported farm site, usually run by a non-profit society or a collaboration of organizations and municipalities, dedicated to helping new farmers hone their skills. While models vary, generally incubator plots offer secure tenure for 1-5 years on land. A main goal of incubator farms is to graduate farmers onto their own farms with the skills they need to succeed.

Incubator sites are attractive because they often require very little investment from the farmer and start-up costs can be minimal depending on the arrangement. Some incubator sites offer land that has been well stewarded, and support farmers through providing infrastructure, such

as fencing, irrigation, tools, post-harvest storage, outbuildings, tractors and coolers. There can also be mentorship, business development resources and marketing help available.

All of this infrastructure, as well as a team model of community support, can be very valuable for a new grower to test out starting a farm business, and in some cases make all the difference in getting a new business established. Incubators can be worthwhile for the networks they enable farmers to access and the potential to pursue group purchasing opportunities to participate in overall site operations, and potential group dynamics.

### **Drawbacks of incubator plots can be the volunteer time required.**

We've probably all had good and bad experiences working in groups. With the added complexity they inevitably require more effort to develop and shape, especially for newer and smaller incubator sites which may be restrictive in size or too temporary – new farmers may need to invest a lot of time and energy in order to build the site to its true potential. Incubator sites require working in community, which requires patience and (again) superior communication skills. While this can be a very worthwhile community contribution, it can be hard to balance this type of commitment with the work of building a new business. Incubator farm programs are still relatively few in NB.

When investigating incubator sites and community farms it is important to think about the logistics of how they work. Who is responsible for which tasks? How much class time or volunteer work is required of you each week? Seasonally? Get to know the other folks involved and decide if you can work together. See if there is potential for incorporating your ideas.

## **CASE STORY: INCUBATOR PLOTS**

### **Shinaid McGillivray started From Hand By Hand, at Hayes Farm**

Starting a salad greens and herbs CSA was only the latest part of a rich learning journey around food and community for Shinaid

McGillivray. McGillivray grew up in Saskatchewan surrounded by monoculture crops, and even though several of her family members are farming on a large-scale, she didn't see a life for herself in that.

It was only after moving to New Brunswick about seven years ago, that McGillivray started to learn about things like pesticides and GMOs. "It was really upsetting to know that I'd been living with those chemicals all around me for so long, and I didn't even know it. Learning about these things created a real paradigm shift for me. My plan now is to keep learning and improving my skills and really focus on personal food sovereignty and developing



community through food".

Her first steps in gaining hands-on production skills were to join the WWOOF program (World Wide Opportunities on Organic Farms) for two summers. In 2019 McGillivray was a student in the Regenerative Farming Certificate program at the Hayes Farm in Fredericton, which is a

community teaching farm. During her time as a student, McGillivray started her regenerative salad veggies business [From Land By Hand](#).

For the 2021 growing season McGillivray rented three small field blocks at the Hayes Farm as part of their first go at offering an “incubator garden.” Since she lives in an apartment in Fredericton, this was a good way to get started with very low overhead.

Incubator sites are meant to have very low barriers for new farmers, in terms of leasing costs and sometimes they come with other supports like shared infrastructure or mentorship. They are an ideal way to pressure test a business plan and gain skills before making larger investments. In this case, McGillivray planned for a 20 person CSA selling salad greens, herbs and occasionally cut flowers.

Being the first time using these new garden plots was a learning experience for the farm too. When the plots were assessed in 2020 New Brunswick was in an extreme drought, 2021 proved to be an extremely wet year, so conditions were different than intended. Not all of the plots were dry enough to work at the times when spring planting needed to happen. The soil quality needed a good deal of improving too. Lots of changes happened throughout the season, including moving to different plots at different times to try to increase production. Eventually McGillivray opted to run the CSA for 14 weeks instead of 20 because of a lack of consistency in production. Instead, customers just made purchases as produce was available.

To get started, the two parties came up with a written Memorandum of Understanding or document of the agreement between the two parties (rather than a legal lease). McGillivray paid a flat membership of \$20 to the parent organization that runs the farm, NB Community Harvest Gardens and an Incubator Fee of \$20 a month. The farm helped with fencing and allowed McGillivray access to irrigation water.

Given the issues with needing to increase fertility on the new garden beds, Hayes Farm offered to reimburse me for the \$160 rent and also offered McGillivray a free placement in their Holistic Farm Management Program, which she is currently attending. Having been a past student at the farm, there was already a trust relationship in place, so this agreement was perhaps easier to manage than it might have been with parties who were not familiar with each other.

One thing that McGillivray would suggest other gardeners or farmers might consider is having an experienced grower/ farmer come to your site to look at what is happening and support the trouble-shooting process. She says, “You can learn a lot through research and YouTube videos, but it is really helpful to have someone right there in your plot with you. They will see things that you don’t yet see and might be able to help you find fixes early on.”

Another thing that McGillivray grappled with is the cost of supplying soil amendments to a site that she was not certain that she would use for a second year. Investing in leased land is indeed an important consideration for most farmers.

In the 2022 season McGillivray is hoping to lease another garden plot, this time in a rural community about 20km north of Fredericton. She hopes to expand the CSA to more members and include other salad items like tomatoes and cucumbers, and maybe microgreens too. She also wants to increase volume to cover more of her own household food needs.

This time around she is thinking more about the soil and learning the history of the land use. There is still lots of research to be done (including interpreting soil tests), and the agreement will require lots more thought and communication, but she says that “...just taking a shovel full of soil, putting it in my hands and smelling it, I’m feeling positive about the fertility there already”.

At this point building a strong relationship with the landowner is even more important than the soil quality, which can, of course, be improved over time. There may be an option to do garden

tours and education events in partnership with the landowner, who is interested in having the farm be a therapeutic setting for people to find renewal in.

McGillivray connected with the landowner of her new potential lease site at Hayes Farm at a yearly event run by the Agricultural Alliance of New Brunswick called "Open Farm Day." The landowner overhead McGillivray telling someone else about her plans for next season and started the conversation. Usually, [Open Farm Day](#) happens around mid-September, and anyone can attend tours of different types of farms and production sites around New Brunswick for free.

Given that our population and province is relatively small, and that our communities tend to be fairly welcoming, it seems that word of mouth is still a great way to build connections and access land and other resources here in New Brunswick. Overall, incubator farms offer a nice way to get comfortable with farming or gardening, especially for urban folks who just need a little space to get started. In 2022 The Hayes Farm plans to offer one of their regular, 'tried-n-true', field blocks for incubator garden space while they work on improving the original incubator garden plot.

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**Community Farms** are shared farming on shared land. They are social enterprises that focus on food production in conjunction with various other activities. They may be operated by institutions, societies, land trusts or co-operatives – some also operate incubator farms as part of the community establishment. Community farms are generally made up of complementary businesses that contribute to a whole vision of sustainable living off the land with a housing component. It is not uncommon for residents on community farms to live there from birth to death.

The community farm model is becoming a more popular idea with the rising price of land and the increasing interest in sustainable food production among younger people. New Brunswick still has few options in this area, but we are seeing more people moving to the province with an interest in setting up multi-generational homesteads. These have the potential for community involvement.

Similar to incubator farms, community farms foster a supportive community environment that is often geared to supporting new farmers to access land. In general, their structure differs from incubator farms in that they may provide less infrastructure and mentorship, while offering longer-term leases or tenure.

Some community farms operate incubators whereby farmers come and start their businesses with limited leases, and then move on to new land. For a great resource on Community Farms check out FarmFolk CityFolk's Community Farms Program under What We Do at [farmfolkcityfolk.ca](http://farmfolkcityfolk.ca).

Some of the benefits of a Community Farm include conserving land for the long-term, sharing costs, and supporting one another with pooled labour.

There is much to consider: legal structures, financing, zoning, variances for multiple dwellings and navigating the social landscape. Establishing a new community farm requires lots of paperwork before the ground gets broken and it can be a big task that requires lots of commitment.

Many ventures into community farming don't get past the planning stages because they are unable to navigate the requirements and limitations of building a site that supports a more complex live-work community. However, when farmers can stick together through the policy and legal framing, the results can be truly inspiring!

## CASE STORY: COMMUNITY FARM

### Hayes Farm, Fredericton, New Brunswick



*Aerial photo of the eastern field blocks. Photo: Kurtis Knappe*

Excerpts of this case study taken from the Hayes Farm website, and written by contributors Claire May and Michael Coburn.

The Hayes family has a long history in the community of Devon, (a former village that amalgamated with the City of Fredericton in recent decades). The original Hayes Farm house was built mid-1840's. It fulfilled family, community, and economic functions with dairy cattle, collie dogs, a kitchen garden, and horses. Mary Hayes, the last family resident of the farm house, passed away in 2015, expressing her wish that the land would continue to be used for farming activities.

Ian Robertson, Mary Hayes' nephew and farm estate executor met Edee Klee – Founder and Co-Chair of [NB Community Harvest Gardens](#) (NB.CHG), met in November 2015. The seed for today's iteration of [Hayes Farm](#) was planted. Since 2010, NB.CHG has been dedicated to creating accessible, inclusive and sustainable community gardens in Fredericton. The mission to "grow food, grow minds, and grow community" has been realized through our two flourishing community gardens, countless public workshops and events, our Seed Library program in partnership with Fredericton's public libraries, and most recently the project at Hayes Farm.

Over the years NB.CHG gardeners have told the group how much they appreciated all the mental, emotional and physical benefits of gardening – and often lamented "if only I could make a living doing this." So, spurred on by the fact that 95% of New Brunswick's food is imported and we currently have 116,000 acres of dormant farm land (2016 Census of Agriculture), a few courageous members decided to see if there was a way to once again make small-scale regenerative farming a viable career option in New Brunswick.

NB.CHG continues to be Hayes Farm's umbrella organization, and supports them with human resources, funding applications, governance, and many of the other activities that make the farm possible. Robertson and NB.CGHG have a lease agreement that allows for the use of the

land. The long-term ownership of the land hasn't been decided yet, but there is a vision that someday it could become communally owned land, in partnership with Indigenous folks in New Brunswick.

In 2016, organizers conducted a feasibility study determining the need for a full-time learn-to-farm program in the Fredericton region. After almost two years of research and development, as well as extensive work preparing the land to be farmed, the pilot 30-week Regenerative Farming Certificate (RFC) program was launched at the historic Hayes Farm site in April 2018.

Now, their focus has broadened from teaching aspiring farmers how to make a meaningful living as a small-scale market gardener to teaching all aspiring growers how to feed their communities, and how to reconnect with the land.

As of the fall of 2021, there have been 38 graduates from the RFC program and around 35 others have taken the Holistic Farm Business Planner Course. Not everyone who takes these courses will go on to be a full-time farmer. Farm Manager (and former full-time organic farmer) Mark Treloet explains, "It's too bad, but in society, subsistence farming is still frowned upon. Part of what happens in this course is that people can have the information to decide if what they want to do in farming is a hobby, a lifestyle or a business. It's as much of a gift to know what you don't want to do, as what you do!"

Early on, the farm had been selling to restaurants, through a CSA and also at a night market. The restaurants were dropped after the first season and later on so were the market and CSA. Treloet said, "We've always had a 'pay-what-you-can' sliding scale for produce. That was understandably a bit threatening for local farmers. We had to think hard about how to do sales in a way that wouldn't water down the local market. We have students graduating who want to be part of that market".

Claire May, Hayes Farm Coordinator and former student, said, "We try to frame the pricing so that if people have the ability to pay a little bit more, that they do that. It has been really wonderful that we always come out ahead with that model." During the pandemic, community activities increased with produce getting delivered to five community organizations at no charge.

Another long-awaited partnership and program expansion came together during the pandemic. The Hayes Farm is on traditional Wolastoqey territory, which was never ceded or surrendered under the Treaties of Peace and Friendship between the Wolastoqiyik (Maliseet) and the British Crown. The idea of building sincere friendships with First Nations people has always been part of the vision for the farm. Wolastoqiyik, Water Grandmother, Cecilia Brooks joined the program to teach about things like Indigenous seed saving and food sovereignty, Wabanaki corn, Indigenous economics and medicine making. Members of the public can also join these community education sessions.

At the section of the course when students are doing crop planning, Treloet always takes care to remind them that, "The most important thing that you can grow is community."

The Hayes Farm has created a free PDF version of their "[Living Handbook](#)" for how to start a Community Farm. See *Resources* for full link.

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## CASE STORY: COMMUNAL GARDENS AND FARMS

### Park & Pine Urban Communal Garden, Moncton, New Brunswick, with founding member Samuel LeGresely



Samuel LeGresley has a passion for permaculture. After lots of conversations with friends about permaculture and how to build community, they were able to partner with the owners of a vacant lot looking to create an ecological initiative on their land. The lot is at the corner of Park and Pine streets hence the collective garden is called Park & Pine. Advice on getting started came from some well-established local garden groups - Garden Cities and Jardin Symbiose among them. Together they shaped a vision for the various stages of development that the space could take over time.

The lot was initially set for a new build, but the owner changed course and bought a home instead, freeing up some urban space for learning and experimentation. Since 2020, the garden has been set-up in a well-established residential neighbourhood, very close to downtown in the City of Moncton. The site is easy to reach by bike or foot for folks in the area.

The initial inspiration was to create a bio-intensive kind of garden, "Jean-Martin Fortier style", but over time the group started incorporating more perennials with the idea of eventually making the space a food forest. Samuel says, "The non-profit group, Garden Cities, was adding food forests in Moncton, Dieppe and Riverview, so they helped us get started with some trees. We did a *hügelkultur* and we have things like a row of raspberry cane instead of a fence. The idea is to let anyone come, not to keep people out".

A collective garden is a new iteration of our modern community garden. Instead of 4x8 raised beds rented to individuals, everyone gardens together in the space and shares the harvest. Park & Pine gardeners often meet on Saturday mornings to work together. They use Facebook and email to stay in communication and coordinate with each other.

There are a lot of advantages to this model, as compared with a typical community garden. Most importantly, shared labour is more efficient. If someone is in the neighbourhood and the plants need to be covered before a frost, one person can cover everything, rather than 20 people showing up to cover their own bed. Same goes for watering during the summer. People

from the community are welcome to take what they like from the beds and members get to learn from each other because they work together.

When thinking about how to get started on a collective garden, Samuel says that "Finding the lot was kind of lucky, it just happened for us. It might be a challenge for others to find the right place to get started," said Samuel. However, in the "small world" of New Brunswick, this might not really be so hard. There are many suburban and rural spaces that can be found for little to no cost.

Setting something like this up in a rural area would be a lot easier too. If you are approaching farmers to ask for a land share for a project like this, Samuel recommends that you "show up ready to prove that you have some experience and will use the land well".

In this case, by-laws have been a somewhat gray area, because the lot was vacant. By-laws on front yard food gardens shifted in the City of Moncton during the pandemic, and are now allowed. These things would be important to consider where you are living. At this point the lease is a verbal understanding with the landowner. The lot may not be available forever, but it will be put to great use for now.

At present, Park & Pine is a not-for-profit community venture and it may stay that way. In thinking about how others could turn this model into a livelihood, Samuel suggests leasing or getting permission to use several urban lots at the same time; similar to the Curtis Stone model for urban agriculture. The peer support of a collective garden could allow a small group of folks to get together and experiment with different business models, find their interests and see if they want to try out farming in a more serious way without much personal risk or investment. It could become a social enterprise too, and offer several part-time jobs in the community.

Right now, the focus is on heritage tomatoes and there is always a lot of surplus for community members. "People might think that you would have a problem with people in the community taking too much or vandalizing things, but we find that when we give things away for free, we actually have a harder time getting people to take enough", says Samuel. Volunteers between 2 and 82 years old help out and the focus is to have quality over quantity with volunteers. People should feel that they really want to be there.

Overall, Samuel thinks that, "Finding the balance is the fun part of it. We are challenging expectations of what the community could be and we are cultivating community even through the pandemic." To the best of this writer's knowledge, Park & Pine is the only collective garden that exists in New Brunswick right now.

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## **PURCHASING LAND**

The benefit to purchasing land is that you have ownership, which means long- term security, and you can therefore design the farm the way you want it (while navigating building/zoning regulations). You have control over what happens on your property, and don't have to worry about your land tenure. When you're old and gray, you have some assurance of being able to sell your land in order to retire – or succession plan for the next generation of farmers on your land.

At first glance, purchasing and owning land may seem like the most preferable situation for a farmer. However, some new farmers may find themselves so far in debt after purchasing land that they have to stop farming just to afford their mortgage payments or, perhaps they don't have enough money left after the mortgage payment to invest in needed infrastructure. While land is quite affordable in New Brunswick, the cost of infrastructure remains high. You would

want to be very careful about business planning if you wanted to get into a modern dairy operation with a milk quota, for instance.

If you decide land ownership is right for you, you'll need to ensure you are prepared financially and emotionally for the commitment that purchasing land involves. The Young Agrarians U-MAP and the Young Agrarians Business Tools page list a number of resources that can help you assess your readiness to purchase land. The business planning process covered in the previous section will be instrumental in ensuring that your business model will support the expense of land ownership.

### **Before you meet with a lender you will need:**



- A net worth statement (statement of assets and liabilities, see Appendix B)
- A recent pay stub or written employer verification letter if you or your spouse has off-farm employment;
- A complete and accurate business plan;
- Income tax returns from you and your spouse for the past three years;
- A good credit rating (an important reason to be sure you make regular payments on debts and credit cards!)

Be prepared for banks to ask for a co-signer, especially if you are young and don't have a lot of credit history (even on smaller loans).

**Meeting with a Lender – Referring to Your Business Plan** – Your business plan will outline how much money you will have available for the down payment and for on-going costs such as monthly mortgage payments, yearly property maintenance, and property taxes.

**What is Equity?** Equity, is the term used for describing your financial stake in property or a business – it represents the assets you have that could be leveraged for a loan (which the bank would be able to draw on to offset money owed). Banks will calculate your net worth based on equity and this will be a deciding factor for them when offering you a loan. See Appendix B Net Worth Statement Template.

### **Strategies for Building Your Equity:**

#### **1. Enlist help from a co-signer**

If you have a family member or good friend who qualifies as a mortgage holder for your prospective farm, you can ask them to co-sign for you at the bank. However, if you genuinely are in the situation where you don't have enough reliable income to pay the mortgage, this is likely not the best option as it implicates the co-signer as financially responsible for the property (and therefore the monthly mortgage payments).

#### **2. Get financing from the seller**

In some situations, especially if you have a prior relationship with the property owner, or if they have a strong interest in ensuring their farm stays in production, they may be willing to help you finance the purchase of their property. This is a rare find because most retiring farmers are selling their farm in order to have money to live on; however, it is an option to pursue – especially, if you are just a bit short for a mortgage. The seller can offer what's called a "vendor take back" mortgage to cover your shortfall, where part or all of the financing comes from the seller and you make repayments to the seller according to a pre-agreed schedule. Legal documents are required to cover this circumstance.

### 3. Build your net worth by starting small

If you can't find a property that works for your business plan, you may consider starting with a smaller, less expensive property. A creative option might be to buy a small house and lease an adjacent property. While you farm, you can build your net worth and eventually qualify for a bigger mortgage. This might mean you have to stop farming for a while, focus on making money and then re-apply for a bigger mortgage when your finances look better on paper.

## RENTING LAND AND NAVIGATING LAND ACCESS AGREEMENTS

Accessing land through an agreement can take many forms. The simplest form of a land access agreement might involve a small parcel with no services or infrastructure. A more complex arrangement might involve a farmer using an existing farming operation with buildings, equipment and a client base.

Agreements can be made with private or public landowners. Again, a business plan and some vision about what kind of farming operation is feasible for your lifestyle, budget and skills will provide a good foundation to figure out what type of agreement you need. On the plus side of renting (vs. purchasing land); you aren't tied to a mortgage, and often you won't need to bear the full costs of maintaining and even prepping a farm. In some cases, you may be leasing acreage on well-established farm sites and can take advantage of existing infrastructure. The downside - you may have less flexibility and security to optimize your farm operation in the ways that you want.

Money spent on infrastructure will pay itself back over time, so having tenure on a piece of land that enables that return on investment is important for financial viability.

This section draws on information gathered in A Guide to Farmland Access Agreements produced by [FarmFolk CityFolk](#) and the Land Conservancy of B.C, and is meant to assist you in understanding which agreements may be best suited to a particular situation. It focuses on two general categories of agreements: short-term agreements and long-term agreements, and outlines different options for more flexibility or structure depending on the scenario.

**Short-Term Agreement** A short-term agreement is typically for one year, but could be for two or three years. A short-term agreement (often in the form of a license or memorandum of understanding) offers both landlord and tenant flexibility. These agreements can be a "trial period" for you and your landlord, allowing an opportunity to test out your business model and move on with few consequences. The drawback is that it's difficult to make longer-term investments and decisions in this situation.

**Long-term Agreement** A long-term agreement exceeds three years. Typically, long-term agreements have a term of 5-10 years. Legally, there is no maximum term for long-term lease agreements, though many are limited to 99 years. [The New Brunswick Real Property Transfer Act](#) (section 6(b) requires taxes to be paid on leases that are longer than 25 years.

Long-term leases provide more security to the farmer, allowing them to make plans for the future and possibly build equity in a property. Farmers are more likely to invest in improving the soil, undertake conservation measures, or build structures if they will see a return on their investment and stewardship. Longer agreements can be more complex, but there are advantages for both parties.

## Overview of Farmland Access Agreements

**What is a Lease?** A lease is a type of interest in land that gives a person all of the occupation and usage rights of a landowner to a piece of land (or portion of land) for a determined period of time in exchange for rent paid to the landowner. The property owner retains the right to

dispose of the land (e.g., transfer ownership, sell) while the tenant has exclusive possession of the land under the lease and the responsibility of maintaining it according to the terms of the lease.

Exclusive possession means that the landowner gives up the right to enter land or buildings being leased except with the permission of the person leasing (this permission may be written in the lease to allow, for example, the landowner to check on the condition of the land every so often). When the lease is over, the land reverts to the landowner.

From a farmer's perspective, a lease is the most desirable type of long-term farmland access agreement because it creates a situation very similar to that of owning the land (and can be registered with the title to the land to provide additional security – see below).

**What is a Lease Registered on Title?** In New Brunswick land that has not been bought or sold in a long time, tends to fall under The Land Registry (Land Titles Act), which provides security of tenure by facilitating land-based transactions and maintaining records to New Brunswickers' rights, restrictions and obligations in land. The Land Registry provides a mechanism to determine the answers to three questions – Where is the land? Who owns it? What are the charges (e.g., mortgages and liens) against it?

One of the problems with the land listed in the Land Registry is that it may be described by very old deeds. These deeds describe features that often no longer exist (e.g., The length of 120 chains from the Red Oak to the Kilkenny Stream). The Oak is likely gone and the stream may have dried up or changed course. In these cases, getting a survey will likely be necessary.

The newer system for **Land Titles** is a parcel-based registration system which utilizes a Parcel Identifier (PID) to uniquely identify parcels of land and to record interests in that land. Unlike the Registry System, which has existed in New Brunswick for over 230 years, once parcels have been converted to Land Titles as "registered land", the interests of individuals and enterprises in a parcel are guaranteed by the province in the manner provided in the Land Titles Act.

### **How is the Land Titles system different from the Registry of Deeds?**

In the existing registry of deeds system, when a property changes hands or is mortgaged, to certify title, a lawyer (or a title searcher hired by a lawyer) must search through historical documents in order to determine who owns the land, where the land is located and what are the charges against it. In the Land Titles system, the title is guaranteed by the Province, and to determine the title, anyone may request a Certificate of Registered Ownership (CRO) for the parcel. The CRO will show the current state of the title to answer those questions.

### **What is a Certificate of Registered Ownership?**

Once a parcel is converted to the Land Titles system, the Province of New Brunswick guarantees the title to this parcel of land in the manner provided in the *Land Titles Act* by issuing a Certificate of Registered Ownership (CRO). The CRO is essentially a snapshot of the title, answering the questions: where is it, who owns it, and what are the charges against it? Each time a new transaction on the parcel is registered, the title register is updated and a new certificate is issued.

### **Does the Land Titles Office guarantee my property boundaries?**

No. Land Titles guarantee interests of individuals and enterprises in a parcel of land (title), but not the extent of those interests (boundaries). While the Certificate of Registered Ownership (CRO) contains a description of the parcel, that description is not conclusive as to the

“boundaries extent” of the land. If the parcel is not the subject of a current survey plan, you must contact a land surveyor to determine the location of your property boundaries.

In the Appendix, we provide lease templates for leases that are both forms (registered and non-registered) with the province of New Brunswick. These templates have been reviewed by New Brunswick lawyers, but you will likely need additional legal advice for your particular situation.

In the case of the land owner’s bankruptcy or insolvency, the interest in land provided by a lease is not necessarily assured; the lease should include clauses to detail what happens in the case of bankruptcy.

Registering a lease on a portion of a parcel of land likely requires a survey. A contract on a portion of a parcel will still protect you in a court of law IF the terms are limited to three years. It is enforceable between parties, but would likely not be enforceable against third parties (e.g., the lease may not be recognized/enforceable in the case of a sale of the property).

## **What is a Contract?**

A contract is a legally binding agreement with specific terms between two or more persons or entities in which there is a promise to do something in return for a valuable benefit known as consideration. Essentially, any type of legally binding agreement is a contract, and a contract can be drafted for many situations, unlike a lease, which has a specific application.

In order for a contract to be legally valid, it must:

- be an offer coupled with an acceptance (we strongly recommend contracts are written and not verbal);
- include an exchange of considerations, where something of value must come from each party (e.g., one person pays rent in exchange for using someone's property);
- include subject matter that is not illegal;
- and involve parties that are competent to contract (e.g., an adult or other legal entity like a cooperative) and who have a mutual intention to be legally bound.
- You might choose to develop a contract with a lawyer if you want something more legally robust than the MOU, but have opted not to pursue a lease agreement. A contract might also be suitable if you need an additional agreement to supplement a lease or license, and you would like it to be legally binding.

## **What is a Memorandum of Understanding?**

A memorandum of understanding (MOU) is an agreement between at least two people that obliges each party to do or not to do specified things. MOUs are typically used as temporary agreements between a farmer and landowner, or where the future ownership of the land is uncertain. For example, a MOU may be drafted when agreeing to the process for entering into a long-term agreement (e.g., outlining the obligations and responsibilities of parties in setting up a lease).

Other examples might be if the agreement represents a trial period between a farmer and Land Owner prior to entering into a more binding agreement, such as a lease. This type of land match agreement might also be appropriate for urban farming in residential front yards.

- A MOU is generally less detailed than a lease and is not intended to be legally binding. However, if it meets the criteria for a contract (see above), it can be legally binding under contract law.

- In a contractual license or MOU, the landowner cannot terminate the agreement at will if the terms of the agreement are followed. A non-contractual license or MOU (referred to as a bare or gratuitous license) can be revoked at will.
- For either a license or a MOU to be considered a contract (i.e., an agreement that is legally binding), it must meet the conditions outlined above.

## CASE STORY: USING A MEMORANDUM OF UNDERSTANDING

### TOASA Cooperative – with founding member Data Brainanta



*Tshering Penjor and Data Brainanta met at the Hayes Farm. They later worked together at Tom's farm. With the help of Tom Cunningham and Chris Rendell, the TOASA Cooperative was formed. Photo: Courtesy of Data Brainanta*

In late 2020 Chris Rendell started looking for help from labourers and farmers. Friends Data Brainanta and Tshering Penjor came to help out with labour and eventually Data moved to the farm for a time. Chris' friend Tom Cunningham had been farming on his own in Riverbank for quite a long time; but he was sick and needed help on the farm. Tom had been selling vegetables, cut flowers and handmade chocolates at several local markets. The initial hope had been to find others to grow produce on the farm, make a shared investment in a four-season greenhouse and develop some kind of profit-sharing agreement.

As time went on, it became clear that the investment required for the greenhouse was out of reach. The conversation shifted to land sharing and growing produce as a cooperative, while using the existing capital of Tom's flower collection as a way to bring up income levels. The conversation around forming a cooperative grew and Tom brought up the idea of creating a lease-to-own agreement with the cooperative. The cooperative was expected to help Tom to run the farm and ensure that he would be able to stay at his property for the rest of his life. Unfortunately, Tom passed away a day after the cooperative was incorporated.

Working through the loss of a friend was hard and the cooperative had to take some time to reconfigure their plans. They didn't want to let go of the idea of working together cooperatively and decided that the newly incorporated cooperative would work on leased land and continue as a landless farmers co-op. Members can either be workers who get compensated for their labour hours, or they can be community supporters who come in to help the cooperative temporarily with various projects. TOASA members can be located anywhere in the province and can share knowledge, transportation, sales points and equipment wherever possible. While the cooperative wasn't able to stay on the farm at Riverbank, the new owner agreed that they could take some assets –root stock from peonies, gladiolus bulbs, and a few pieces of light farm equipment.

Next, TOASA needed a place to plant the peonies before the ground froze and so they chose locations on land owned by people that they had long-standing, trust-based relationships with. In this case, coming in with a complex lease might have been intimidating and perhaps people

would have declined the land share. Instead TOASA created a simple MOU using templates from the Young Agrarians website. These MOUs offered rent, rather than profit sharing to the landowners.

Data says that important considerations in drafting the MOU were, "...the ownership of the crop and access to water. If there is a profit-sharing agreement, then that becomes really important. Making financial records available and transparent could help a lot in building trust". Since TOASA is new, it is hard to make profit-sharing agreements until they can see what kind of revenues they will bring in. In cases like this, it might make more sense to look at how to divide up total profit (after expenses) at the end of the season, rather than promising to share a percentage of sales for the season. Perhaps profits would be divided up by hours of labour too - if the landowner was also working on the project. All of this requires really good documentation to do properly and keep people working in good faith.

After leaving Tom's farm, Data moved to the community of Nauwigewauk, where he met another farmer named Irmin who was looking for support with labour. She had been making preserves to sell and liked the idea of expanding to a market garden project, her land also needed some regeneration and care. Profit sharing will likely happen with this MOU. The actual fees charged for land will be very minimal, the MOU is mainly to generate clarity and understanding between the cooperative and the landowner. This MOU will be more complex than previous ones and so they will take their time in crafting it. In the longer term, the landowner may sell the property and move to be with her family in another province. It's unclear at this time if the cooperative would want to purchase land, or if they would continue to work as landless farmers.

Data says that these experiences have taught a lot of lessons about trust and the importance of relationship building. He says that, "Before you even ask landowners to sign an agreement, if the landowner is open, you can share meals with people, do some work with them, just build up the relationship. What matters is being open and transparent – for both parties to trust each other." This lets people understand how they might work together. Not every opportunity will result in an agreement.

The landowners are not the only people to consider, friends, family may be suspicious of new people wanting to use land. It's good to try to not take this distrust personally and try to understand the context. Unfortunately, there is still a lot of financial abuse that happens (particularly to older people) in New Brunswick. Friends and family members want to be sure that people they care about are not being taken advantage of. In other cases, it may be more that people show up to work on land with big ideas that they aren't able to execute and the land owner gets strung along. In either case, wherever possible, it is best to take the time to get to know people.

Social context is important too. Many families that have lived in New Brunswick for a long time, have been able to maintain or accumulate land over generations. They might not have much money in the bank, but they do have land which can act as an insurance policy of sorts. Data says that, "Hopefully TOASA can establish a name over time that would allow us to be a kind of organization that people trust and turn to when they want their land to be managed regeneratively for the community." The MOUs are a good first step with that.

Data recommends reading some resources from the [Co-operative Enterprise Council of New Brunswick](#) on how to get started.

~

## Variations on Leasing Options & Clauses

**Cash Lease** - In a cash lease, the farmer pays the landowner an agreed upon sum of cash each year. It could be a set yearly amount, or it could be a graduated sum where the farmer pays a smaller amount during which he or she is building capital in the business and grows to a larger sum once the business is established.

**Crop/Livestock Share** - In a crop sharing arrangement, the rent is a percentage of the income from the crop. This is a good way to share risk (and benefits) between farmer and landowner. A crop share lease can be a good option for beginning farmers who do not have a lot of start-up capital. Arrangements can vary. In some arrangements, the production costs and profits are both split between the farmer and the landowner.

**Rolling Lease** - With a rolling lease, the lease is automatically renewed each year for the full term of the lease. For example, a rolling five-year lease will renew annually for another five years. This can benefit the farmer in terms of security in knowing that they have the next five years to continue farming on the land, and the incentive of a longer period in which to benefit from investments made to improve the land. Rolling lease agreements should include sub-clauses that make it clear to parties under what conditions they can choose not to renew, such as how much notice is required, whether both parties must consent or whether the decision can be made by one party.

**Right of First Refusal** - A "right of first refusal" clause in an agreement gives the farmer the option to buy if the Landowner decides to sell the land. It secures the right to buy the land at the seller's asking price before it goes on the market. The farmer does not have any negotiating power if the asking price is too high or if they are not financially ready when the property goes up for sale. A right of first refusal does not create an obligation on the tenant to purchase. If the tenant declines to purchase at the asking price and the Landowner later gets an offer lower than the original purchase price, the Landowner must bring that offer to the tenant and once again give them the option to purchase at the lower price.

**Lease with Option Agreements** - An option agreement means that a lease contains clauses that detail options that can be triggered by specific events/circumstances. In a lease with an option to buy, both parties agree that after a specified amount of time, the tenant has the option to purchase the land. *Note that an option agreement does not create a legally binding condition - the tenant could decide not to purchase.* In certain circumstances, for example when farmland is up for sale but has no immediate buyers, and the seller is not in a hurry to sell, an option agreement may be advisable. This arrangement can also provide the opportunity for the farmer to get to know the land and circumstances before jumping into a purchasing situation. Creative arrangements can be made where the annual rent gets applied to the purchase price.

Other possible option agreements could focus on housing. For instance, if a landowner has a secondary suite that is currently occupied by tenants, a farmer leasing land may want to include an option agreement in the lease that when the existing residential lease expires, or the tenants terminate the residential lease, the farmer has the option to absorb the residential lease.

**Lease to Own** - In a lease to own situation, an agreement is signed between land owner and lessee for an agreed upon price and length of time (usually between one and five years). The lessee pays a down payment, but does not have to qualify for a mortgage until the end of the contract as the original mortgage remains intact. A portion of the rent is applied towards the purchase price. The lessee may also pay an additional small monthly amount into a down payment fund. This fund builds over the life of the contract to add to the down payment. At the end of the term, if there is any cost remaining in the purchase price, the lessee obtains mortgage financing and pays the seller out.

Lease to own creates a contractual obligation on the part of the tenant to purchase the land and on the part of the Land Owner to sell at the end of the contract term. The current land owner cannot change or terminate the contract during the term. The lessee may sell the property at any time during the term and pay the seller out, or sell the contract to recoup the down payment.

## REVIEWING THE TERMS OF YOUR AGREEMENT

Communication is an essential business risk management strategy. Good communication is critical for making any land access arrangement work. Take some time to learn about the elements of effective communication and put them into practice as you develop your relationship with your prospective landlords.

Don't assume that the other party knows what you are thinking – until things are written down there is always room for differences in interpretation. For resources google: communications skills, farmers.

While land access agreements can be a verbal handshake, this is not recommended. Memory is a mutable thing, and when a farmer has invested their sweat and money into a piece of land, having unclear expectations and boundaries can be tragic. Written agreements are more likely to be legally enforceable, and the process of sitting down together to write an agreement is a useful exercise in building the landlord/tenant relationship. See Appendix A for a complete checklist of questions you should ask when meeting with a prospective landlord and negotiating a farm land access agreement.

When discussing the terms of your agreement, it is useful to walk your landlord through all aspects of your plans for the land. Try to put yourself in the position of running through as many possible scenarios as you can. As mentioned, a year-to-year agreement is often the standard for new farmers, but holds a level of risk as a lot of time and money is invested in getting the land in shape for production. Five years is the typical length of time for a farmer to realize a return on investment.

**Ask about their future plans** to see if they plan to be on the land for a long time and if they are thinking of using your parcel for projects in the near future.

**Ask about water** and see if they have had shortages with their well during peak times. Water access can make or break a farming situation very quickly. If shortages have happened, discuss contingency plans.

**Talk about traffic**, especially if you plan to have volunteers, farm tours and a direct marketing aspect to your operation.

**Describe what your farm will look (and sound and smell!) like.** When Landlords hear that you plan to build structures out of old pallets and recycled metal, they may offer to buy new materials so the buildings are more aesthetically pleasing.

**Discuss usage** if they have equipment and when it can be borrowed and what terms they may assign to its use.

## WORKING THROUGH YOUR AGREEMENT

Adapted excerpt from FarmStart Ontario's Accessing Land for Farming in Ontario: A guidebook for farm seekers and farmland owners. Published by FarmStart and Everdale, lead author: Pat Learmonth (2011).

To start, the farm seeker and the farmland owner should meet in an informal setting and ensure that their general goals and ideas are a good fit. Then, each of you may want to work through these questions (Sections A through J) separately. When you meet again, you will be ready to see how your more specific ideas fit together and iron out any differences in expectations. It is unlikely that all the questions will be relevant to your situation, so just use them as a guideline.

This guidebook encourages you not to be restricted by standard lease agreement forms, and to draft an agreement that best suits your particular situation. A lawyer can then look over what you've written and include additional legal requirements. However, if it is helpful for you to look over some standard lease forms, you'll find sample leases in Appendix A.

**Consult your tax advisor!** Be aware that some farmland owners may suffer negative financial impacts if they change the use of their land by renting it out. While this is not the norm, it is critical that farmland owners consult their financial advisors to ensure they are not unknowingly jeopardizing their status under capital gains tax or Canada Pension Plan rules (for example) before entering into a rental agreement.

Every farming operation is unique and do not assume that a sample lease will contain all of the necessary provisions to protect both you and the landowner. Have your lease reviewed to make sure it will stand up in a court of law – especially if you plan on being on the land for an extended period of time, and especially if you don't have a pre-existing relationship with the landowner.

## **SELLING YOUR FARMING BUSINESS**

As you are building your farm business on land that you do not own, make sure there are provisions in your land access agreement that would enable you to sell your business. Consider the work you put into developing your customer base and distribution channels, determining what grows best on the farm, and building your soil. These are all assets that have value and can be transitioned over to the next farmer (saving them a lot of time and capital). For example, consider the scenario where you have been farming on a piece of land for a few years and are feeling ready to take on a larger parcel. If you are bringing on farm apprentices, it's possible they would be interested and a good fit to take over running the operation that you've worked to establish. It's good to have an exit clause in your agreement that would enable you to have the potential to recoup some of your expenses through selling your farming business, while also giving the landlords the opportunity to screen the potential new candidates.

## **FARMING IN AN URBAN CONTEXT**

Urban farming has been growing in cities and more densely populated areas worldwide for many years and brings on its own set of benefits and challenges. Diverse models for urban farming operations are emerging and vary widely in terms of scale, organizational and business models, and overall mandates. Land access arrangements in urban settings can include:

- Residential yards
- Unused or underused urban spaces (e.g., parking lots and rooftops)
- Public parks
- Institutional land (hospital and school grounds)
- Brownfields (e.g., industrial areas)
- Agricultural zoned land

Benefits of growing food in the city include the strong community ties that come with being embedded in the social fabric of a more densely populated place. You could think about mutually beneficial partnerships when seeking out locations, ex. public education on the

property of a library as part of your work, or rooftop gardens at hotels and restaurants, who can use them to boost sales. A few hotels in Fredericton have set up roof-top bee hives for example.

As an urban farmer, you get to connect with neighbours and build community while also living in an urban setting. Many urban farms come together through collaboration with developers, community organizations, the food service industry and local governments. Urban farming also provides the educational value of being able to draw the linkages between the city and rural areas – helping people to connect with the larger food system.

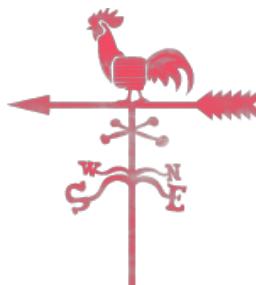
Farming in urban areas presents some unique challenges, including limitations in tenure, water access, and livestock and for many – the added logistics of juggling multiple sites. Other challenges come about in part because cities just aren't (yet) set up to handle the various ways that urban farming is taking shape. Some challenges that urban farmers have encountered include trying to navigate by-laws and regulations related to: zoning, business licensing, and built structures. Despite the challenges, urban growers and producers are finding innovative ways to grow in the city from growing in movable raised beds, to leasing land in exchange for a harvest share, to partnering with municipalities to grow on city- owned land.

## IN SUMMARY

### ACCESSING LAND IN A CHANGING CONTEXT

Accessing land for farming can be a long and complex process, and made more challenging by rising land prices and development pressures on agriculturally viable lands. New and collaborative models and leasing arrangements offer opportunities for new and young farmers to begin their farm businesses without the high costs of buying land or the necessity of moving away from markets (or friends and family) to cheaper land. While incubator plots and community farms have created the potential for a variety of start-up options, they all have their own set of challenges and advantages. Creating the space for self-reflection and thorough business planning will help in the process of choosing the best site for you for a farming operation.

We hope the information in this Land Access Guide will provide a valuable framework, whether you are a new farmer or are dreaming of what a farming life might look like. Undoubtedly, there are models that haven't been covered here that will emerge as the agro-ecology world evolves and new and creative young people find their way into agriculture!



## APPENDIX A - LEASING DOCUMENTS

**Disclaimer:** Young Agrarians aims to share general information about land access and tenure to help new farmers navigate the various options and requirements. *The information that we have gathered here is not meant to take the place of legal or professional advice or to provide documents that will be legally binding.* When you embark on designing and negotiating a written lease, we always advise you work with an accredited law professional to make sure that your agreement is sound and provides adequate protection for all parties.

## NOTES ON PROCESS AND COMMUNICATION

**Prepare yourself:** At this point, it is assumed that you have developed a business plan and know what will be required for land use, equipment and facilities. You should ideally have at least some real-world experience.

**Making an approach:** You might consider drafting a one to three-page, high-level overview of your business plan and land care ethics to give to the landowner when you first contact them. This gives them something to share with family members and business partners before deciding to meet with you. You can think of it as a “trust document” to build rapport with. They may decide at that step that they are not interested, which will save you a lot of discussion time. Or a landowner who may not have considered leasing before may find your approach resonates with them and they will be intrigued to hear more.

**Consider providing background information:** Land for Good has some guides for landowners (see Resources section). Giving landowners tools and resources is a courtesy that shows good faith. They will know that you are being transparent and also have their interests in mind.

**Discovering necessary information:** Ask the landowner what concerns they might have. Ideally, they will come to the meeting prepared with their own questions. If you can email or provide a paper list of your questions in advance, it will be easier for them to get you the information you require. This way there will be very few “surprises” and no one is put on the spot.

**Discussion:** Many people (especially the older generation of farmers) may share an email with their spouse and only check it a few times a month. They may not use email at all. Make sure you get a phone number at first contact and be prepared to do much of your discussion by that method. This may be an unfamiliar way to communicate for younger people, so consider practicing and getting comfortable with phone conversations. Always ask if texting is okay and determine if you are calling a cell phone or a land line. Texting a landline by accident will leave strange automated text-to-voice messages that will likely be confusing. Having printed copies of documents with you may prove to be very helpful.

**Being open and inclusive:** You may be working with someone with low literacy skills (or perhaps you have different first languages), more often though, people will be somewhat intimidated by legal documents. Always offer people time to review documents on their own and ask for advice. Never expect documents to be signed the same day they are presented.

Making sure everyone feels comfortable with the lease agreements will be a bit of a dance and will require patience. If the landowner feels rushed or pressured, they may simply back out, leaving you with nothing to show for your time. It is highly advised that you start discussions several months or even in the year prior to the first season you intend to start the lease.

If you are an urban person looking to lease in a rural community, do take some time to get acquainted with local customs. If you and the landowner share a trusted common acquaintance (like one of their neighbours for instance), you might consider asking them to make introductions and help facilitate the process.

# AGREEMENT CHECKLIST FOR WRITING A DRAFT

## SECTION A: BASIC INFORMATION

1. Name and address of registered owner(s) of the land (ensure the names on the agreement match the names on the land title – all names listed on title must be present on an agreement). See Resources section on how to check land title/ registry.
2. Is the owner a citizen or permanent resident? If not, the renter may have to withhold 25% of any cash rent for the Canada Revenue Agency. Also, the renter may not be able to sign the necessary forms to obtain the Farm Property Class tax rate for the owner.
3. Name of the spouse of the owner. The spouse may have to sign any agreement that affects the use or enjoyment of the owner's personal residence on the farm.
4. Is the owner a GST registrant? If yes, GST will be charged on cash rents.
5. Name and address of renter(s).
6. Address of the property to be leased with both the civic number and PID (Property Identification Number). Civic numbers change over time with road construction and may not be accurate. The Geo NB "map viewer" is a very useful tool for finding the PID (see Resource section).
7. Map delineating property and leased area, including buildings, in as much detail as possible. *Note:* Property lines in historical deeds are often extremely vague as landmarks noted may no longer exist. You may "walk the lines" with the landowner and look for steel pins, flags or tree slashes to better understand the delineation.
8. Date the draft was drawn up and dates that it was modified.

## SECTION B: TIMEFRAME FOR AGREEMENT

1. How long is this agreement intended to last? Think about months and seasons, as opposed to simply years.
2. If this period ends and the renter has been unable to harvest a crop, will they be able to return to do so and for how long? Will the owner require the use of the property to prepare for the following season as of a certain date?
3. When will the renter and owner sit down to talk about extending the agreement for a further period and/or modifying it? Think about how soon this would have to be done in order for the renter to plan effectively for the next crop year or plant a fall cover crop.
4. How can the agreement be terminated before its agreed expiry date? By whom? On what notice? What if the renter has a crop in the ground, or has already prepared the ground for the next crop?
5. Will the renter have the right to sublet to another farmer? Note: This arrangement has the potential to quickly turn into conflict. It would be advisable for the farmer to have the opportunity to verify or vet third-parties/ before agreeing.
6. If the land is sold, do the parties intend that the renter will continue to have the right to farm there? If so, this can decrease the value of the land at sale.
7. If the renter dies, is it intended that the right to farm there will continue (i.e., be passed on to an heir)?
8. If the landowner dies, is it intended that the agreement continues or comes to an end?

## SECTION C: TERMS OF ACCESS

In many cases today, the renter is accessing property where the owner actually lives. The renter also may need to access the property on a continuous and intensive basis (compared to taking the hay twice a year). This creates a need for realistic discussion about what the implications will be for the day-to-day interactions between the parties.

1. Precisely what areas of the property will the renter have the right (or not have the right) to freely access (e.g., laneways, buildings, crop areas)?
2. What areas are private areas of the owner?
3. What restrictions (if any) will be placed on the hours or days the renter will be allowed to access the rented areas? Think about late-night loading of livestock, early morning harvesting, religious preferences, etc.
4. In exceptional circumstances, what notice will be given by the owner that normal access must be restricted? What types of things might be exceptional circumstances? Ex. re-building a washed-out road.
5. Who may the renter bring on to the land and for what purposes? Interns, employees, volunteers, friends... Will there be restrictions on how many people will be brought on the land at any one time?
6. Will the renter be permitted to send people on to the land without the renter being in attendance? If so, how will those people know the terms of access? Will people unknown to the owner be required to introduce themselves before entering? If the owner lives on the property, it can be disconcerting to have unlimited access by unknown persons.
7. If members of the public are to be invited by the renter (e.g., for a farm tour) is notice to the owner required? How much notice?
8. Agree on a specific point person to have dealings with around day to day farm issues. This may be someone that the landowner appoints, like a family member or hired farm manager. Many people who live on the farm may have advice and opinions, but they may not have the knowledge or authority to advise you.

## SECTION D: SPECIFIC ACTIVITIES

1. What is the understanding between the parties as to business activities of the renter? (e.g., vegetables, livestock, field crops, processing)
2. Are there any activities that are not acceptable to the owner? (e.g., stocking rates, fuel storage, spreading biosolids, use of chemicals or pesticides)
3. Who is responsible for manure removal and management?
4. If the renter is going to undertake an activity that could affect the owner's enjoyment of their property, what sort of notice or agreement will be required? (e.g., spreading manure)
5. Does the renter require assurance that the land is suitable for their purposes? Proof of current organic certification? Who will pay for this? Does the land qualify for certification? How soon? Will the landowner support the renter in obtaining certification?
6. Is the land subject to flooding?
7. Are soil tests available?
8. Will the renter require specific permission to erect farm signage?
9. Are there any general production practices or stewardship standards that the owner requires the renter to follow? How will this be monitored and enforced? This is an important topic, but is easily overlooked. The value of land for farming is in the soil. If the soil is in good condition when the rental starts, it is to the advantage of the renter. If it is improved over the course of the rental, it is to the advantage of the owner. However, if the soil is depleted by removal of crops and no nutrients are returned, the owner's asset will be less valuable at the end of the rental period. See Resources list at the end of the document for Environmental Management plan information.
10. Does the landowner have any certification, regulatory or contractual constraints that the renter should be aware of? For example, if the land is certified organic, the renter should understand what this means so that their actions do not jeopardize certification. If the owner enjoys tax benefits for a certain type of land registration or

has areas regulated by a land trust/ conservation authority, the tenant should be aware that proper stewardship of affected areas is mandatory. It would be helpful to have a copy of these documents with the lease.

11. What “housekeeping” standards will be adhered to? (e.g., tidy appearance of rented areas) It should be remembered that the owner might live on the property and take pride in it. At the same time, normal farming activities cannot be restricted.

## **SECTION E: USE OF FACILITIES AND INFRASTRUCTURE**

1. Will the renter have exclusive use of any buildings or structures on the property? For what purposes? Who is responsible for maintenance and repairs?
2. Will the renter share use of any buildings or structures with the owner? For what purposes and how much space?
3. Who is responsible for maintenance and repairs?
4. Is there a source of water available to the renter? Is it adequate for the needs of both renter and owner in a drought? Is there a backup plan? Who is responsible for repairs?
5. Are there septic or washroom facilities available to the renter? Who is responsible for maintenance?
6. Is fencing in place that is required by the renter for their business? If so, who is responsible for maintenance?
7. Does the renter plan to (and have the right to) build any non-moveable infrastructure? If so, are there arrangements for compensation when the agreement ends?
8. Is the renter entitled to use of electricity? On what terms and how will this be monitored?
9. If you are being charged for Municipal water usage at a variable rate, you may want to see copies of previous bills or at least come up with an estimate of seasonal costs with the landowner. Or, if you use just one tap/hose, you may be able to put a flow meter on it to determine your use, vs. overall household/ property usage. Alternatively, are you permitted to add roof water catchment and storage from existing structures on the property and what does that entail?
10. If there are fuel tanks on the property, will the renter have the right to use them? On what terms and how will this be monitored?
11. Will the renter have use of equipment belonging to the owner? How will this be valued?
12. Will the owner have the right to enter and inspect the rented land and buildings?
13. Is there a fire management plan or equipment on site? Perhaps pumps for pond water or fire extinguishers. This is very important for livestock.

## **SECTION F: OTHER BENEFITS TO RENTER**

1. Will the owner perform any services for the renter? How will these be valued? (e.g., if the owner is a farmer, they might agree to spread manure or do tillage?)
2. If the owner is a farmer, will they provide formal mentoring to the renter? How will this be valued?
3. Is the property certified to any standard that benefits the renter? (e.g., organic certification) How will this be valued?
4. Will the owner be offering the renter right of first refusal if the property is to be sold?
5. Will the renter be given an option to buy the property at a certain time and price?
6. Will the owner be prepared to have the agreement survive a sale to a new purchaser? If so, this could decrease the value of the property.

## **SECTION G: OTHER BENEFITS TO THE OWNER**

1. The owner may be eligible for a tax break if the land fits the criteria for [the FLIP \(Farm Land Identification Program\)](#) through the Department of Agriculture. This program is

best used when the property will be kept in permanent use as farmland as there are long term tax consequences for leaving the program (repaying taxes).

- How will the tenant improve soil health during tenancy?

## **SECTION H: INSURANCE, TAXES AND LEGAL FEES**

- Who is responsible for carrying insurance? For what purposes? What about liability for personal injury to the renter or others they invite on the land? Consult your insurance company as well. Understand the types of activities that might void coverage for both your security and the landowner's.
- Is it possible for you to pay for an additional rider to the landowners' insurance (rather than get a policy yourself)? This will depend on the type of activities you do there, i.e., risk and value of equipment, etc. This might be most useful for small operations on short-term leases.
- If you will take out your own policy, consider getting it with the same company as the landowner. That way it might be harder for the company to refuse to pay out in the event of any contention.
- Who is paying the property taxes? When are they due?
- How will any jointly agreed legal fees be divided and paid?

## **SECTION I: HOUSING**

- Is there housing available on the property for the renter? If so, it is strongly recommended that a separate lease be prepared for this purpose. There are a number of important legal differences between an agreement to rent land and an agreement to rent a house or apartment. Consult a lawyer for more information.
- Consider what the implications will be if the rental of the land is terminated and the rental of housing is subject to different rules about termination.

## **SECTION J: FINANCIAL ARRANGEMENTS**

The financial arrangements between the renter and the owner can take many forms. The important question is whether each party believes that they have received fair "value" for what they have given in the relationship. If either party feels that the agreement is not fair, it will not last. In some cases, cash may not change hands, as the parties have agreed that other forms of payment are more appropriate for their circumstances. In any contractual relationship, some form of value (called "consideration") must flow in each direction.

- How will use of the land be valued?
- In addition to use of the land itself, what is the owner offering to the renter? Is non-cash value flowing from the renter back to the owner? (e.g., traffic that may also benefit the owner's woodworking/craft/other business on site, the owner's feeling of supporting something good and important, etc.)
- Is more value flowing in one direction than the other? What is left "owing"?
- How will this be "evened up"? Through a cash payment? Are there creative solutions?
- Is a variable payment suited to your situation?
- When will the agreed upon compensation be payable? Think about the annual cash flow of the renter – will the money be available at the time the payment is due?
- What do the parties agree will happen if rent is not paid on time? Not paid at all?
- What will happen if unforeseen circumstances beyond the control of the parties make the rented area un-farmable or unproductive?
- Will the renter perform any services for the owner? How will this be valued?

10. Will the renter supply the owner with any product of their farm enterprise for consumption? How will it be valued?
11. If the renter has a Farm Business Registration Number (and the owner does not), will they sign the required tax form so that the owner's property taxes can be reduced? What is the value that this represents? See Resources page.
12. Will the renter actively improve the soil or pay for improvements to fences or structures? Will this impact the rental payment in any given year?
13. Depending on the owner's wishes for farm succession planning, would it be advantageous to create a "rent to own" mortgage instead of a long-term lease (10 + years)? Some forms of land trust would allow the farmer to live out the rest of their life on the property with the legal land transfer happening at the time of their death. These agreements are complicated and should involve a lawyer and ideally family members that are involved with the land.

## SECTION J: ENFORCEMENT

1. If one party does not do what they have agreed, what rights should the other have?
2. Financial compensation? The right to force the other to comply? How?
3. What if the reason is something beyond that person's control?

Explore fully and record your thoughts on this topic. This is the time it can be discussed calmly and logically, making decisions easier down the road if things go wrong.

If the parties are unable to resolve differences down the road, what will happen? Sometimes, a provision for arbitration is inserted in leases.

~

## A NOTE ON USING LAND LEASE TEMPLATES

The lease templates below are drawn from leases made available by Linking Land and Farmers. Every farming operation is unique and do not assume that a sample lease will contain all of the necessary provisions to protect both you and the landowner. As you review sample leases, make sure that you thoroughly examine all of the clauses and figure out what will be necessary for your specific farming operation/ leasing arrangement.

The land lease templates are meant to help yourself and the landowner to work out details before you take a land lease to a lawyer for review. This guidebook encourages you not to be restricted by standard lease agreement forms, and to draft an agreement that best suits your particular situation. Have your lease reviewed to make sure it will stand up in a court of law - especially if you plan on being on the land for an extended period of time, and especially if you don't have a pre-existing relationship with the landowner.

A lawyer can then look over what you've written and include additional legal requirements. The lease templates in this guide have been reviewed in September 2021 by the law firm McInnis Cooper, to ensure that they fit New Brunswick property law provisions. This document will likely not be updated to reflect changes to New Brunswick laws in a timely fashion; only your legal advisor can help you with that.

**These templates are guides, NOT legal advice. Neither Young Agrarians nor the Raven Project will be responsible for the outcomes of leases. Please do your legal and financial due diligence.**

Be aware that some farmland owners may suffer negative financial impacts if they change the use of their land by renting it out. While this is not the norm, it is critical that farmland owners consult their financial advisors to ensure they are not unknowingly jeopardizing their status under capital gains tax or Canada Pension Plan rules (for example) before entering into a rental agreement.

There are two lease templates below, one is a lease that is suitable for filing with the Land Registry of New Brunswick. Filing the lease is useful for providing assurances to banks if you are getting business loans, you will be keeping the document safe and secure and also you can check to be sure that no other leases or legal covenants exist on this land before you pay the lease fee.

## **LEASE TEMPLATE FOR NB LAND TITLES LEASE (see next page)**

This lease document has been adapted by the Raven Project and Toasa Cooperative for use in New Brunswick. This template is not meant to replace legal counsel and we highly recommend having your lease prepared and/or reviewed by a lawyer. The Lessee and Lessor may agree to delete, or add to, certain of the Lease provisions on Schedule "D". We advise that you consult with your lawyer on any such changes.

**Note:** This version of the lease, in Form 19, is intended for use with land registered under the Land Titles Act, SNB 1981, c. L-1.1. If the land in question is registered under the older Registry Act, SNB 1973, c. R-6, you should use the alternate version of this lease in Form A19.

A fully executed lease is effective between the signing parties without registration. However, registration is necessary to ensure that subsequent interest holders in the land, e.g., banks that subsequently lend money to the lessor and register mortgages, are required to recognize your lease. Registration will not protect the lessee vis-à-vis other interest holders whose interests were registered before the lease. If you have any concerns regarding other interest holders in the land, you should consult with a lawyer.

Please note that in order to register this lease, it will be necessary to remove the side-bar comments from the final version and to ensure that the document has the specific margins and other formatting required by the Land Registry. It will also be necessary for your lawyer to attach one or more completed certificates or affidavits to the lease before it can be registered, e.g., a Certificate of Execution (Form 44), Affidavit of Corporate Execution (Form 45) or Affidavit of Marital Status (Form 55). These additional forms will need to be signed at the same time as the lease and your lawyer will provide the appropriate forms to you for that purpose.

These documents are set-up for printing, please excuse the blank spaces in the document and simply scroll down to the next section.

**FORM 19**  
**LEASE (AND OPTION)**  
*Land Titles Act, S.N.B 1981, c. L-1.1, s. 27*  
*Standard Forms of Conveyances Act, S.N.B. 1980, c. S-12.2, s. 2*

Parcel Identifier: \_\_\_\_\_

*Do not alter anything on this page unless instructions in this column permit. If the final version of the lease includes a renewal option, include the words "AND OPTION" after the word "LEASE". If not, delete the words "(AND OPTION)". Describe the parcel of land using its "PID" number.*

Lessor: \_\_\_\_\_

*Enter landlord's name and address here. The landlord's name will be "lessor" in this agreement.*

Spouse of Lessor: \_\_\_\_\_

Lessee: \_\_\_\_\_

*Enter the name of the lessor's spouse and address here, if applicable. If this does not apply, delete this row.*

Description of the Leased Premises, if less than the entire parcel: \_\_\_\_\_

*Enter tenant's name and address here. The tenant's name will be "lessee" in this agreement.*

Duration: \_\_\_\_\_  
 Date of Commencement: \_\_\_\_\_

*If the Lease is not meant to cover all of the land associated with the PID, use this section to describe the smaller area that it does cover. If the entire PID is being leased, delete this row.*

*Enter all information about the lease. Be specific.*

Date of Termination: \_\_\_\_\_  
 Rent: \_\_\_\_\_  
 Additional Rent: See Schedule "D"  
 Payments: \_\_\_\_\_  
 Payment Dates: \_\_\_\_\_  
 Place of Payment: \_\_\_\_\_

Statutory Covenants and Conditions Excluded: ALL \_\_\_\_\_

Optional Covenants and Conditions Included: NONE \_\_\_\_\_

The recitals, affidavits, statutory declarations or other documents attached hereto as Schedule "D" form part of this lease.

The lessor leases to the lessee the premises being (a portion of) the specified parcel on the specified conditions.

*If the entire PID(s) is/are being leased, delete the words "(a portion of)". If only part of a PID is being leased, delete only the parentheses around the words "a portion of".*

*Do not alter.*

The lessee acknowledges receipt of the text of the covenants and conditions which are contained in this lease by reference to a distinguishing number or by virtue of subsection 27(2) of the *Land Titles Act*, and agrees to be bound by them to the same extent as if set out at length herein.

The spouse of the lessor joins in this instrument and consents to this disposition for the purpose of complying with section 19 of the *Marital Property Act*.

*Delete this row if inapplicable.*

The registered holder of the specified encumbrance consents to this lease.

*Delete this row if inapplicable.*

Date: _____	_____	<i>Each signature will require a witness.</i>
Witness: _____	Lessor: _____	
Witness: _____	Spouse of _____:	<i>Enter spouse's name. Delete row if inapplicable.</i>
Witness: _____	Lessee: _____	
Witness: _____	Encumbrance Holder: _____	<i>Enter name of any encumbrance holder whose consent is required. Delete row if inapplicable.</i>

## **SCHEDULE "D"**

### **Payment of Rent**

1. The Lessee covenants with the Lessor that the Lessee shall for the duration of this lease pay to the Lessor the rent hereby reserved on the days and in the manner herein set out without any deduction whatsoever.

### **Additional Rent**

2. The Lessee covenants with the Lessor that the Lessee shall pay to the Lessor as additional rent in each year of the term hereby demised an amount equal to the Lessee's proportionate share of all taxes, levies, duties, assessments and license fees whatsoever whether municipal, school, provincial, parliamentary or otherwise levied, imposed or assessed against the Leased Premises or upon the Lessee in respect thereof.

### **Utilities**

3. The Lessee must promptly pay all charges for heat, water, gas, hydro, sewage and all other utilities supplied to or consumed on the Leased Premises.

### **Scope of the Leased Premises**

4. The Leased Premises include all:
  - a) buildings on the Leased Premises as of the Effective Date;
  - b) buildings constructed on the Leased Premises during the term of this Lease;
  - c) ways, paths and passages on the Leased Premises;
  - d) waters and watercourses on the Leased Premises, including access to and use of water; and
  - e) privileges, advantages and appurtenances whatsoever related to the Leased Premises.

### **Pre-existing Terms or Easements**

5. This grant of lease is subject to:

a) existing terms contained in any original grant of the Leased Premises or in any other disposition from the Crown with respect to the Leased Premises;

*Cure period to be negotiated and inserted prior to signing.*

b) any highway, or public right-of-way, watercourse, right of water or other public easement found on the Leased Premises; and

c) any other overriding incidents within the meaning of s. 17(4) of the *Land Titles Act* (New Brunswick).

6. The Lessor represents that the Lessor has informed the Lessee of any and all pre-existing terms or public easements described in clause 5.

*Cure period to be negotiated and inserted prior to signing.*

#### **Termination**

7. This Lease may be terminated in the following ways:

a) upon written agreement of both Lessor and Lessee to terminate this Lease;

b) the Lessee gives the Lessor \_\_\_\_ days advance written notice that the Lessee wishes to terminate this Lease;

c) the Lessee does not pay Rent when due and the Lessor gives the Lessee written notice of an intention to terminate this Lease for non-payment of Rent, unless the Lessee pays the outstanding Rent in full within \_\_\_\_ days of receipt of the notice, in which case this Lease remains in force;

d) any party to this Lease gives the opposing party written notice of the opposing party's non-performance of one or more of the covenants contained in this Lease, specifying the instance(s) of non-performance, and the opposing party does not

i) contest the notice by initiating dispute resolution pursuant to this Lease, or

ii) correct the non-performance

e) the Lessee becomes insolvent or bankrupt and takes the benefit of any act of legislation that may be in force for bankrupt or insolvent debtors;

f) any of the Lessee's property on the Leased Premises is seized or taken in execution or attachment by any creditor of the Lessee; or

g) the Lessee makes an assignment for the benefit of his or her creditors.

8. If the Lessor terminates this Lease in accordance with sub-clause 7 c) then the Lessor must notify the Lessee of the termination, after which the Lessor may immediately:

a) take possession of the Leased Premises or any part thereof; and

b) subject to clause 10, remove all persons and property from the Leased Premises, if the Lessee does not do so.

9. In the event this Lease is terminated in accordance with clauses 7 and 8 and the Lessee has planted crops on the

Leased Premises that have not been harvested at the time of termination, then:

- a) the Lessee maintains the exclusive right to harvest crops planted by the Lessee on the Leased Premises and to access the Leased Premises for that purpose; or
- b) the Lessor may pay compensation to the Lessee for the Lessee's reasonable expenses and labour in relation to the crops, in which case the Lessee has no further right to harvest or access crops on the Leased Premises.

*In clauses 11-12: "Chattels" is a legal word for moveable personal property, such as a shovel or a tractor. "Fixtures" is a legal word for property that is affixed to the land or buildings to such a degree that it is treated as part of the land, such as an HVAC system in a building. Sometimes there is a fine line between chattels and fixtures. If there are certain items that the Lessee intends to keep, it may be a good idea to add a clause which explicitly names those particular items as "chattels" or "fixtures"*

#### **Overholding**

10. If, following the expiry of the term of this Lease, the Lessee continues to occupy the Leased Premises and the Lessor continues to accept Rent, the new tenancy created is deemed to be a yearly tenancy subject to all the provisions of this Lease insofar as those provisions apply to a tenancy from year to year.

#### **Ownership and Transfer**

11. The Lessee owns all personal property improvements (chattels) brought or made on the Leased Premises at the Lessee's expense or on the Lessee's behalf during the period of time covered by this lease.
12. All improvements to the real property (fixtures) made on or to the Leased Premises at the Lessee's expense or on the Lessee's behalf during the period of time covered by this lease remain on the Leased Premises, without any form of compensation to the Lessee at the termination of this lease.

#### **Subordination and Non-Disturbance**

13. This lease is and will be subject, subordinate, and postponed to all mortgages to the extent that without execution of any document other than this lease, the mortgages will have priority over this lease notwithstanding the respective dates of execution, delivery, or registration of them. Without limiting the generality of the foregoing, the Lessee agrees to promptly execute any document in confirmation of such subordination and postponement of this lease to any of the mortgages, provided however that such subordination or postponement will not be effective with respect to a specific mortgage unless and until the Lessor's mortgagee holding such mortgage confirms in writing to the Lessee that the Lessee has the right, if not in default under this lease, to remain in possession of the Leased Premises in accordance with the terms of this lease in the event the Lessor's mortgagee obtains title to the Leased Premises by way of foreclosure or otherwise.

#### **Attornment**

14. Whenever required by any of the Lessor's mortgagees under any of the mortgages, or in the event of an exercise by any of the Lessor's mortgagees of the power of sale in any of the mortgages, the Lessee will attorn to and become, in each case, a tenant of such Lessor's mortgagees or any purchaser from such Lessor's mortgagee for the then unexpired residue of the term upon all of the terms and conditions of this lease.

### **Liens**

15. The Lessee must make best efforts to prevent the filing of any liens, judgments, or other charges against the Leased Premises. In the event of the filing of any liens, judgments or charges against the said lands as a result of the actions of the Lessee, the Lessee must, within 14 days of being advised of same, take all necessary steps to have the liens or charges discharged or cancelled.

*Clause 15: A person who is working on an improvement on a piece of land (e.g. a barn) can file a lien against the title to the land if they are not paid for their services, which gives the worker a legal interest in the land until the lien has been discharged. Other charges can be filed against the title to land, including an outstanding judgment from a court to pay money. In this clause the tenant agrees to try to prevent the filing of liens or other charges against the Leased Premises, and to remove any charges that are filed as a result of something the tenant has done.*

### **Lessor Access**

16. The Lessee shall permit the Lessor to enter the Leased Premises:

- at any time in the case of an emergency that threatens life or property; and
- upon at least 24 hours' notice and during regular business hours, where such access will not unreasonably disturb or interfere with the Lessee's use of the Leased Premises, to examine and inspect the Leased Premises.

### **Responsible Use**

17. The Lessee shall use the Leased Premises in a socially responsible manner, causing no harm and creating no nuisance to neighbours. The Lessee assumes responsibility for the use of the lands by members of the Lessee's families, employees, friends or visitors.

### **Construction**

18. The Lessee shall:

- obtain written approval from the Lessor for construction of any improvement to the Leased Premises with a total cost greater than \$\_\_\_\_\_;
- not alter, improve, change, remodel, tear down or destroy any buildings erected upon the Leased Premises without written approval from the Lessor; and
- not construct housing for human residence or habitation on the Leased Premises without written approval from the Lessor. Any housing construction must meet all federal, provincial and local government legislation and bylaws.

*The parties should agree how much work (in terms of dollar value) the Lessee can do to the lands without requiring approval.*

### **Operations**

19. The Lessee shall:

*Modify clause 19(a) if you want to have a different set of*

- a. use the Leased Premises only for the primary purposes of farming legal commercial crops;
- b. perform all acts required to be done under any Act or regulation or bylaw with respect to weed and insect control;
- c. comply with all the laws, regulations, ordinances and bylaws of any government or other body having jurisdiction over the Leased Premises; and
- d. at the time of expiry or termination of the lease, leave the Leased Premises in the same or better condition than recorded on the date the lease was granted.

*restrictions on the use of the lands (e.g. adding livestock), or remove the clause if you want no restrictions at all.*

#### **Repair and Maintenance**

- 20. The Lessee assumes full responsibility for the operation, repair and maintenance of the Leased Premises and any improvements constructed on the Leased Premises whether constructed by or caused to be constructed by the Lessee, ensuring all is kept in good working conditions, inclusive of fixtures and chattels.
- 21. If the Lessee fails to meet any expense when due or carry out repair or maintenance work on the Leased Premises and improvements that is reasonably necessary and not merely cosmetic, then the Lessor may give the Lessee written notice to pay the said expense or commence the said work. If the Lessee does not abide by the notice or initiate dispute resolution under this Lease within \_\_\_\_ days, then the Lessor may enter the Leased Premises and do the said work or pay the said expenses all at the expense of the Lessee, the cost of which shall be included as Additional Rent and due with the Lessee's next payment.

*Modify clause 20 if the Lessor is to have some or all of these responsibilities.*

*If the tenant fails to pay expenses or make necessary repairs, then the landlord can issue a notice requiring the tenant to do so. If the tenant does not dispute the notice or do the work, then the landlord can do the work him- or herself and charge the cost to the tenant as additional rent.*

#### **Quiet Enjoyment**

- 22. The Lessor shall:
  - a. not interfere with the personal lives, associations, expressions or actions of the Lessee, except insofar as permitted under the terms and conditions of this lease;
  - b. expressly recognize the rights of the Lessee to the quiet enjoyment of the Leased Premises and to privacy; and
  - c. not enter into agreements with others in regards to the use and occupation of the Leased Premises without written approval from the Lessee.

*This assures that the Lessor will respect the Lessee's privacy and not interfere with the use of the lands for the duration of the lease.*

#### **Subletting and Assigning**

- 23. The Lessee may not assign or sublet the Leased Premises in whole or in part without the Lessor's prior consent in writing, such consent not to be unreasonably withheld.

#### **Dispute Resolution**

- 24. In the case of any dispute between the Lessor and the Lessee during the continuance of this lease or any renewal thereof, as to any matter arising hereunder which it is agreed between the parties hereto shall be settled by

arbitration, either party hereto shall be entitled to give to the other party notice of such dispute and demand arbitration thereof and, after giving notice and demand, each party shall at once appoint an arbitrator and such appointees shall jointly appoint a third; the decision of any two of the three arbitrators so appointed shall be final and binding upon the parties hereto who covenant one with the other that their disputes shall be so decided by arbitration alone and not by recourse to any court or action at law; if within a reasonable time the two arbitrators appointed by the parties hereto do not agree upon a third or if the party who has been notified of a dispute fails to appoint an arbitrator, then a third arbitrator or an arbitrator to represent the party in default may, upon petition of the party not in default, be appointed by a judge of The Court of Queen's Bench of New Brunswick; the cost of arbitration shall be apportioned between the parties hereto as the arbitrators may decide.

#### **Non-Waiver**

25. If the Lessor does not insist upon strict performance of any of the conditions in this Lease this is not a waiver or relinquishment for the future of any such condition unless the Lessor gives a waiver in writing. The acceptance of any rent or performance of any Lease condition by a person other than the Lessee shall not be construed as an admission by the Lessor of any right, title or interest of any such persons as a sub- tenant, assignee, transferee or otherwise in place and stead of the Lessee.

#### **Insurance**

26. The Lessor covenants with the Lessee that the Lessor shall effect fire and extended coverage insurance and insurance against all other risks required to be insured against by a mortgagee, if any, as well as boiler and pressure vessel insurance, on the whole of any building of which the demised Leased Premises forms a part in such amounts as the Lessor and mortgagee shall from time to time deem to be required.

#### **Notice**

27. Wherever any notice is required to be given to either party under the terms of this lease, the notice must be in writing and will be deemed to be sufficiently given if it is forwarded by registered mail to the address of the party set out on the first page of this lease.

*For a notice to be automatically treated as sufficient under the Lease it must be sent by registered mail to a party's address. Depending on the circumstances, it may be preferable to modify this clause to include personal delivery.*

#### **Registration of Lease**

28. This lease shall be registered in the New Brunswick Land Registry.

#### **General**

29. This lease and everything herein contained shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors, assigns and other legal representatives, as the case may be, of each of the parties hereto, subject to the granting of consent by the Lessor to any assignment or sub-lease, and every reference herein to any party hereto shall include the heirs, executors, administrators, successors, assigns and other legal representatives of such party.

*These are general terms that help add certainty and help interpret the lease.*

- 30. Where there is more than one Lessee, the provisions herein shall be read with all grammatical changes thereby rendered necessary and all the covenants shall be deemed joint and several.
- 31. Amendments and alterations to this Lease must be in writing, must be signed by both the Lessee and the Lessor and must be appended to this Lease.
- 32. In the event of an emergency situation the Lessee may use their best judgment to respond to the emergency and must notify the Lessor as soon as possible of the actions taken.
- 33. The parties agree that this lease does not give rise to a partnership relationship.
- 34. The parties agree that this Lease will be construed in accordance with, and be governed by, the laws of the New Brunswick and the laws of Canada applicable thereto.
- 35. Notwithstanding the termination or expiry of this Lease:<sup>[1]</sup>
  - a) the Lessee shall continue to be liable to the Lessor for all outstanding Rent due at the time of termination or expiry of this Lease; and
  - b) the provisions in this Lease under the headings "Overholding", "Ownership and Transfer" and "Dispute Resolution" will continue in effect.
- 36. Time is of the essence of this Lease.
- 37. This lease represents the entire agreement between the parties and it supersedes all other agreements between the parties with respect to the Leased Premises, whether oral or written, including any renewals and extensions and restatements.
- 38. If the Lessee duly pays the Rent and performs all of the Lessee's obligations under the lease, the Lessor will, upon the request of the Lessee made at least \_\_\_\_\_ months prior to the expiration of the term of this lease, grant to the Lessee a renewal lease of the Leased Premises for a further term of \_\_\_\_\_ years, subject to the same covenants, provisos and agreements as herein contained with the exception of this clause and with the exception of Rent, which shall increase by \_\_\_\_\_% per annum or such other percentage as mutually agreed upon between the parties in writing.

*This provision creates an option to renew for the Lessee. If the parties do not include this provision, they can agree to and register a new lease.*

### Interest

- 39. If the Lessee does not pay Rent on or before the due dates in this Lease, the Lessee agrees to pay interest on the amount of unpaid Rent at the rate of the prime business interest rate set by the Bank of Canada, plus \_\_\_\_\_%.

*Percentage to be inserted prior to signing.*

## LAND LEASE TEMPLATE FOR NB LAND REGISTRY (see next page)

This lease document has been adapted by the Raven Project and Toasa Cooperative for use in New Brunswick. This template is not meant to replace legal counsel and we highly recommend having your lease prepared and/or reviewed by a lawyer. The Lessee and Lessor may agree to delete, or add to, certain of the Lease provisions on Schedule "C". We advise that you consult with your lawyer on any such changes.

**Note:** This version of the lease, in Form A19, is intended for use with land registered under old Registry Act, SNB 1973, c. R-6. If the land in question is registered under the Land Titles Act, SNB 1981, c. L-1.1., you should use the alternate version of this lease in Form 19.

A fully executed lease is effective between the signing parties without registration. However, registration is necessary to ensure that subsequent interest holders in the land, e.g., banks that subsequently lend money to the lessor and register mortgages, are required to recognize your lease. Registration will not protect the lessee vis-á-vis other interest holders whose interests were registered before the lease. If you have any concerns regarding other interest holders in the land, you should consult with a lawyer.

Please note that in order to register this lease, it will be necessary to remove the side-bar comments from the final version and to ensure that the document has the specific margins and other formatting required by the Land Registry. It may also be necessary for your lawyer to attach one or more completed certificates or affidavits to the lease before it can be registered. These additional forms will need to be signed at the same time as the lease and your lawyer will provide the appropriate forms to you for that purpose.

**FORM A19  
LEASE**  
**Standard Forms of Conveyances Act, S.N.B. 1980, c.**  
**S-12.2, s. 2**

*Do not alter anything  
on this page unless  
instructions in this  
column permit.*

The parties to this lease are:

\_\_\_\_\_, of  
the "lessor"

*Describe the parties  
to the lease here.*

and

\_\_\_\_\_, of  
the "lessor"

*List the landlord's  
name, address, and  
occupation or other  
identification. The  
landlord's name will  
be "lessor" in this  
agreement.*

*List the tenant's  
name, address, and  
occupation or other  
identification. The  
tenant's name will be  
"lessee" in this  
agreement.*

The lessor leases to the lessee the premises described in Schedule "A" attached hereto on the following conditions:

Duration: \_\_\_\_\_

*Enter all information  
about the lease. Be  
specific.*

Date of Commencement: \_\_\_\_\_

Date of Termination: \_\_\_\_\_

Rent: \_\_\_\_\_

Additional Rent: See Schedule "C"

Payments: \_\_\_\_\_

Payment Dates: \_\_\_\_\_

Place of Payment: \_\_\_\_\_

This lease contains the covenants and conditions which are set out in:

*Do not alter. This  
incorporates the  
important terms  
described in the  
following pages.*

(a) Schedule "C" attached hereto.

*Delete this row if  
inapplicable.*

The spouse of the lessor joins in this instrument and consents to this disposition for the purpose of complying with section 19 of the *Marital Property Act*.

Dated on: \_\_\_\_\_

*This document needs  
to be signed in the  
presence of a lawyer  
or Commissioner of  
Oaths.*

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Enter the lessor's  
name below the line  
on the right.*

*Enter lessee's name  
below the line on the  
right.*

*Enter lessor's  
spouse's name below  
the line on the right.  
Delete if inapplicable.*

**SCHEDULE "A"**

**DESCRIPTION OF PREMISES LEASED**

*The lands being  
leased should be  
described here using*

[To be inserted]

*the full legal description, which may be a metes and bounds description, a reference to a parcel identified on a registered plan, etc. You will need a lawyer to assist you to ensure the legal description is correct.*

*If not all of the land is being leased, you will need to specify what areas are not included.*

## SCHEDULE "C"

### COVENANTS AND CONDITIONS

#### Payment of Rent

40. The Lessee covenants with the Lessor that the Lessee shall for the duration of this lease pay to the Lessor the rent hereby reserved on the days and in the manner herein set out without any deduction whatsoever.

#### Additional Rent

41. The Lessee covenants with the Lessor that the Lessee shall pay to the Lessor as additional rent in each year of the term hereby demised an amount equal to the Lessee's proportionate share of all taxes, levies, duties, assessments and license fees whatsoever whether municipal, school, provincial, parliamentary or otherwise levied, imposed or assessed against the Leased Premises or upon the Lessee in respect thereof.

#### Utilities

42. The Lessee must promptly pay all charges for heat, water, gas, hydro, sewage and all other utilities supplied to or consumed on the Leased Premises.

#### Scope of the Leased Premises

43. The Leased Premises include all:
  - a) buildings on the Leased Premises as of the Effective Date;
  - b) buildings constructed on the Leased Premises during the term of this Lease;
  - c) ways, paths and passages on the Leased Premises;
  - d) waters and watercourses on the Leased Premises, including access to and use of water; and
  - e) privileges, advantages and appurtenances whatsoever related to the Leased Premises.

#### Pre-existing Terms or Easements

44. This grant of lease is subject to:

a) existing terms contained in any original grant of the Leased Premises or in any other disposition from the Crown with respect to the Leased Premises; and

b) any highway, or public right-of-way, watercourse, right of water or other public easement found on the Leased Premises.

45. The Lessor represents that the Lessor has informed the Lessee of any and all pre-existing terms or public easements described in clause 5.

**Termination**

46. This Lease may be terminated in the following ways:

a) upon written agreement of both Lessor and Lessee to terminate this Lease;

b) the Lessee gives the Lessor \_\_\_\_ days advance written notice that the Lessee wishes to terminate this Lease;

c) the Lessee does not pay Rent when due and the Lessor gives the Lessee written notice of an intention to terminate this Lease for non-payment of Rent, unless the Lessee pays the outstanding Rent in full within \_\_\_\_ days of receipt of the notice, in which case this Lease remains in force;

d) any party to this Lease gives the opposing party written notice of the opposing party's non-performance of one or more of the covenants contained in this Lease, specifying the instance(s) of non-performance, and the opposing party does not

i) contest the notice by initiating dispute resolution pursuant to this Lease, or

ii) correct the non-performance

e) the Lessee becomes insolvent or bankrupt and takes the benefit of any act of legislation that may be in force for bankrupt or insolvent debtors;

f) any of the Lessee's property on the Leased Premises is seized or taken in execution or attachment by any creditor of the Lessee; or

g) the Lessee makes an assignment for the benefit of his or her creditors.

47. If the Lessor terminates this Lease in accordance with sub-clause 7 c) then the Lessor must notify the Lessee of the termination, after which the Lessor may immediately:

a) take possession of the Leased Premises or any part thereof; and

b) subject to clause 10, remove all persons and property from the Leased Premises, if the Lessee does not do so.

48. In the event this Lease is terminated in accordance with clauses 7 and 8 and the Lessee has planted crops on the Leased Premises that have not been harvested at

*Cure period to be negotiated and inserted prior to signing.*

*Cure period to be negotiated and inserted prior to signing.*

the time of termination, then:

- a) the Lessee maintains the exclusive right to harvest crops planted by the Lessee on the Leased Premises and to access the Leased Premises for that purpose; or
- b) the Lessor may pay compensation to the Lessee for the Lessee's reasonable expenses and labour in relation to the crops, in which case the Lessee has no further right to harvest or access crops on the Leased Premises.

#### **Overholding**

49. If, following the expiry of the term of this Lease, the Lessee continues to occupy the Leased Premises and the Lessor continues to accept Rent, the new tenancy created is deemed to be a yearly tenancy subject to all the provisions of this Lease insofar as those provisions apply to a tenancy from year to year.

#### **Ownership and Transfer**

50. The Lessee owns all personal property improvements (chattels) brought or made on the Leased Premises at the Lessee's expense or on the Lessee's behalf during the period of time covered by this lease.

51. All improvements to the real property (fixtures) made on or to the Leased Premises at the Lessee's expense or on the Lessee's behalf during the period of time covered by this lease remain on the Leased Premises, without any form of compensation to the Lessee at the termination of this lease.

*In clauses 11-12: "Chattels" is a legal word for moveable personal property, such as a shovel or a tractor. "Fixtures" is a legal word for property that is affixed to the land or buildings to such a degree that it is treated as part of the land, such as an HVAC system in a building. Sometimes there is a fine line between chattels and fixtures. If there are certain items that the Lessee intends to keep, it may be a good idea to add a clause which explicitly names those particular items as "chattels" or "fixtures"*

#### **Subordination and Non-Disturbance**

52. This lease is and will be subject, subordinate, and postponed to all mortgages to the extent that without execution of any document other than this lease, the mortgages will have priority over this lease notwithstanding the respective dates of execution, delivery, or registration of them. Without limiting the generality of the foregoing, the Lessee agrees to promptly execute any document in confirmation of such subordination and postponement of this lease to any of the mortgages, provided however that such subordination or postponement will not be effective with respect to a specific mortgage unless and until the Lessor's mortgagee holding such mortgage confirms in writing to the Lessee that the Lessee has the right, if not in default under this lease, to remain in possession of the Leased Premises in accordance with the terms of this lease in the event the Lessor's mortgagee obtains title to the Leased Premises by way of foreclosure or otherwise.

#### **Attornment**

53. Whenever required by any of the Lessor's mortgagees under any of the mortgages, or in the event of an exercise by any of the Lessor's mortgagees of the power of sale in any of the mortgages, the Lessee will attorn to and become, in each case, a tenant of such Lessor's mortgagees or any purchaser

from such Lessor's mortgagee for the then unexpired residue of the term upon all of the terms and conditions of this lease.

#### **Liens**

54. The Lessee must make best efforts to prevent the filing of any liens, judgments, or other charges against the Leased Premises. In the event of the filing of any liens, judgments or charges against the said lands as a result of the actions of the Lessee, the Lessee must, within 14 days of being advised of same, take all necessary steps to have the liens or charges discharged or cancelled.

*Clause 15: A person who is working on an improvement on a piece of land (e.g. a barn) can file a lien against the title to the land if they are not paid for their services, which gives the worker a legal interest in the land until the lien has been discharged. Other charges can be filed against the title to land, including an outstanding judgment from a court to pay money. In this clause the tenant agrees to try to prevent the filing of liens or other charges against the Leased Premises, and to remove any charges that are filed as a result of something the tenant has done.*

#### **Lessor Access**

55. The Lessee shall permit the Lessor to enter the Leased Premises:

- at any time in the case of an emergency that threatens life or property; and
- upon at least 24 hours' notice and during regular business hours, where such access will not unreasonably disturb or interfere with the Lessee's use of the Leased Premises, to examine and inspect the Leased Premises.

#### **Responsible Use**

56. The Lessee shall use the Leased Premises in a socially responsible manner, causing no harm and creating no nuisance to neighbours. The Lessee assumes responsibility for the use of the lands by members of the Lessee's families, employees, friends or visitors.

#### **Construction**

57. The Lessee shall:

- obtain written approval from the Lessor for construction of any improvement to the Leased Premises with a total cost greater than \$\_\_\_\_\_;
- not alter, improve, change, remodel, tear down or destroy any buildings erected upon the Leased Premises without written approval from the Lessor; and
- not construct housing for human residence or habitation on the Leased Premises without written approval from the

*The parties should agree how much work (in terms of dollar value) the Lessee can do to the lands without requiring approval.*

Lessor. Any housing construction must meet all federal, provincial and local government legislation and bylaws.

## Operations

58. The Lessee shall:

- a. use the Leased Premises only for the primary purposes of farming legal commercial crops;
- b. perform all acts required to be done under any Act or regulation or bylaw with respect to weed and insect control;
- c. comply with all the laws, regulations, ordinances and bylaws of any government or other body having jurisdiction over the Leased Premises; and
- d. at the time of expiry or termination of the lease, leave the Leased Premises in the same or better condition than recorded on the date the lease was granted.

*Modify clause 19(a) if you want to have a different set of restrictions on the use of the lands (e.g. adding livestock), or remove the clause if you want no restrictions at all.*

## Repair and Maintenance

59. The Lessee assumes full responsibility for the operation, repair and maintenance of the Leased Premises and any improvements constructed on the Leased Premises whether constructed by or caused to be constructed by the Lessee, ensuring all is kept in good working conditions, inclusive of fixtures and chattels.

60. If the Lessee fails to meet any expense when due or carry out repair or maintenance work on the Leased Premises and improvements that is reasonably necessary and not merely cosmetic, then the Lessor may give the Lessee written notice to pay the said expense or commence the said work. If the Lessee does not abide by the notice or initiate dispute resolution under this Lease within \_\_\_\_\_ days, then the Lessor may enter the Leased Premises and do the said work or pay the said expenses all at the expense of the Lessee, the cost of which shall be included as Additional Rent and due with the Lessee's next payment.

*Modify clause 20 if the Lessor is to have some or all of these responsibilities.*

*If the tenant fails to pay expenses or make necessary repairs, then the landlord can issue a notice requiring the tenant to do so. If the tenant does not dispute the notice or do the work, then the landlord can do the work him- or herself and charge the cost to the tenant as additional rent.*

## Quiet Enjoyment

61. The Lessor shall:

- a. not interfere with the personal lives, associations, expressions or actions of the Lessee, except insofar as permitted under the terms and conditions of this lease;
- b. expressly recognize the rights of the Lessee to the quiet enjoyment of the Leased Premises and to privacy; and
- c. not enter into agreements with others in regards to the use and occupation of the Leased Premises without written approval from the Lessee.

*This assures that the Lessor will respect the Lessee's privacy and not interfere with the use of the lands for the duration of the lease.*

#### **Subletting and Assigning**

62. The Lessee may not assign or sublet the Leased Premises in whole or in part without the Lessor's prior consent in writing, such consent not to be unreasonably withheld.

#### **Dispute Resolution**

63. In the case of any dispute between the Lessor and the Lessee during the continuance of this lease or any renewal thereof, as to any matter arising hereunder which it is agreed between the parties hereto shall be settled by arbitration, either party hereto shall be entitled to give to the other party notice of such dispute and demand arbitration thereof and, after giving notice and demand, each party shall at once appoint an arbitrator and such appointees shall jointly appoint a third; the decision of any two of the three arbitrators so appointed shall be final and binding upon the parties hereto who covenant one with the other that their disputes shall be so decided by arbitration alone and not by recourse to any court or action at law; if within a reasonable time the two arbitrators appointed by the parties hereto do not agree upon a third or if the party who has been notified of a dispute fails to appoint an arbitrator, then a third arbitrator or an arbitrator to represent the party in default may, upon petition of the party not in default, be appointed by a judge of The Court of Queen's Bench of New Brunswick; the cost of arbitration shall be apportioned between the parties hereto as the arbitrators may decide.

#### **Non-Waiver**

64. If the Lessor does not insist upon strict performance of any of the conditions in this Lease this is not a waiver or relinquishment for the future of any such condition unless the Lessor gives a waiver in writing. The acceptance of any rent or performance of any Lease condition by a person other than the Lessee shall not be construed as an admission by the Lessor of any right, title or interest of any such persons as a sub- tenant, assignee, transferee or otherwise in place and stead of the Lessee.

#### **Insurance**

65. The Lessor covenants with the Lessee that the Lessor shall effect fire and extended coverage insurance and insurance against all other risks required to be insured against by a mortgagee, if any, as well as boiler and pressure vessel insurance, on the whole of any building of which the demised Leased Premises forms a part in such amounts as the Lessor and mortgagee shall from time to time deem to be required.

*For a notice to be automatically treated as sufficient under the Lease it must be sent by registered mail to a party's address. Depending on the circumstances, it may be preferable to modify this clause to include personal delivery.*

#### **Notice**

66. Wherever any notice is required to be given to either party under the terms of this lease, the notice must be in writing and will be deemed to be sufficiently given if it is forwarded by registered mail to the address of the party set out on the first page of this lease.

#### **Registration of Lease**

67. This lease shall be registered in the New Brunswick Land Registry.

#### **General**

68. This lease and everything herein contained shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors, assigns and other legal representatives, as the case may be, of each of the parties hereto, subject to the granting of consent by the Lessor to any assignment or sub-lease, and every reference herein to any party hereto shall include the heirs, executors, administrators, successors, assigns and other legal representatives of such party.

69. Where there is more than one Lessee, the provisions herein shall be read with all grammatical changes thereby rendered necessary and all the covenants shall be deemed joint and several.

70. Amendments and alterations to this Lease must be in writing, must be signed by both the Lessee and the Lessor and must be appended to this Lease.

71. In the event of an emergency situation the Lessee may use their best judgment to respond to the emergency and must notify the Lessor as soon as possible of the actions taken.

72. The parties agree that this lease does not give rise to a partnership relationship.

73. The parties agree that this Lease will be construed in accordance with, and be governed by, the laws of the New Brunswick and the laws of Canada applicable thereto.

74. Notwithstanding the termination or expiry of this Lease:  
 a) the Lessee shall continue to be liable to the Lessor for all outstanding Rent due at the time of termination or expiry of this Lease; and  
 b) the provisions in this Lease under the headings "Overholding", "Ownership and Transfer" and "Dispute Resolution" will continue in effect.

75. Time is of the essence of this Lease.

76. This lease represents the entire agreement between the parties and it supersedes all other agreements between the parties with respect to the Leased Premises, whether oral or written, including any renewals and extensions and restatements.

77. If the Lessee duly pays the Rent and performs all of the Lessee's obligations under the lease, the Lessor will, upon the request of the Lessee made at least \_\_\_\_\_ months prior to the expiration of the term of this lease, grant to the Lessee a renewal lease of the Leased Premises for a further term of \_\_\_\_\_ years, subject to the same covenants, provisos and agreements as herein contained with the exception of this clause and with the exception of Rent, which shall increase by \_\_\_\_\_% per annum or such other percentage as mutually agreed upon between the parties in writing.

**Interest**

78. If the Lessee does not pay Rent on or before the due dates in this Lease, the Lessee agrees to pay interest on the amount of unpaid Rent at the rate of the prime business interest rate set by the Bank of Canada, plus \_\_\_\_\_%.

*These are general terms that help add certainty and help interpret the lease.*

*This provision creates an option to renew for the Lessee. If the parties do not include this provision, they can agree to and register a new lease.*

*Percentage to be inserted prior to signing.*

## APPENDIX B - FINANCIAL WORKSHEET

### NET WORTH STATEMENT

Sample NET WORTH STATEMENT as of (MM-DD, YYYY) \_\_\_\_\_, \_\_\_\_\_.

Name(s): \_\_\_\_\_

ASSETS	PRESENT VALUE	LIABILITIES	MAX LIMIT	CURRENT OUTSTANDING
Current assets	in thousands	Current liabilities	in thousands	in thousands Financed with (provide creditor name)
Cash on hand		Line of credit / operating loan		
Savings				
Accounts receivable (due to you)		Account payable		
Grain on hand		CWB advance		
bus. of @ \$ /bus.		Other advance(s)		
Prepaid expenses		Crop input loan(s)		
Market/replacement livestock				
Feed and supplies				
Crop input supplies		Other liabilities (credit cards)		
Growing crops				
		Market livestock loans		
		Property taxes		
Total current assets		Total current liabilities		
TERM ASSETS		TERM LIABILITIES (PURPOSE/CREDITOR)		PAYMENT AMOUNT, FREQUENCY AND RATE
Quota (dairy or poultry)		Equipment loans		
Breeding livestock				
Farm Equipment		Equipment leases		
Land				
Buildings		Mortgages		
Investments, household contents				
House/Residence		Other loans		
Other assets e.g. vehicles		Other leases e.g. vehicle		
Total term assets		Total term liabilities		
Total assets (sum of current and term assets)		Total liabilities (sum of current and term liabilities)		

## APPENDIX C – RESOURCES

### Climate

Hardiness zones by New Brunswick Municipality with comparative data 1961/ 2010.

[planhardiness.gc.ca/?m=22&lang=en&prov>NewBrunswick&val=A](http://planhardiness.gc.ca/?m=22&lang=en&prov>NewBrunswick&val=A)

Historical weather data [climate.weather.gc.ca/historical\\_data/search\\_historic\\_data\\_e.html](http://climate.weather.gc.ca/historical_data/search_historic_data_e.html)

### Farm Business

**Canada Revenue Agency** (may or may not be applicable). Contact your tax professional to see what your particular leasing situation entails.

- Preventing double-taxation on land: [canada.ca/en/revenue-agency/services/forms-publications/publications/19-3-5/rebate-owner-land-leased-residential-use.html](http://canada.ca/en/revenue-agency/services/forms-publications/publications/19-3-5/rebate-owner-land-leased-residential-use.html)
- Leasing from non-residents: [canada.ca/en/revenue-agency/services/tax/international-non-residents/individuals-leaving-entering-canada-non-residents/non-residents-canada.html#txblgtns](http://canada.ca/en/revenue-agency/services/tax/international-non-residents/individuals-leaving-entering-canada-non-residents/non-residents-canada.html#txblgtns)

**Cooperatives** – starting a legally recognized cooperative in New Brunswick

- Cooperative Enterprise Council of New Brunswick - [cecnb.ca](http://cecnb.ca)
- **Canadian Worker Co-op Federation** - [canadianworker.coop/#](http://canadianworker.coop/#)
- **Coopérative de développement régional – Acadie (CDR-ACADIE)**  
[canadianworker.coop/join/members/name/cooperative-de-developpement-regional-acadie-cdr-acadie/](http://canadianworker.coop/join/members/name/cooperative-de-developpement-regional-acadie-cdr-acadie/)
- Quebec Regional Development Cooperative (CDRQ)/ coopérative de développement régionale [cdrq.coop/](http://cdrq.coop/)

**Crop insurance** - [2.gnb.ca/content/gnb/en/services/services\\_renderer.11995.html](http://2.gnb.ca/content/gnb/en/services/services_renderer.11995.html)

**Farm Business Registration** –

[2.gnb.ca/content/gnb/en/services/services\\_renderer.201447.Farm\\_Business\\_Registry.html](http://2.gnb.ca/content/gnb/en/services/services_renderer.201447.Farm_Business_Registry.html)

All registered farm businesses in New Brunswick must pay dues to one of two farming associations (it is your choice which one). You can find out more about both groups below.

- [The Agricultural Alliance of New Brunswick](http://The Agricultural Alliance of New Brunswick)
- [The National Farmer's Union of New Brunswick \(NFU-NB\)](http://The National Farmer's Union of New Brunswick (NFU-NB))

**Farm Credit Canada** – Loans and programs for Agriculture (branches in Woodstock and Moncton) [www.fcc-fac.ca/en.html](http://www.fcc-fac.ca/en.html)

**Farmland Values Report 2020** [fcc-fac.ca/fcc/resources/2020-farmland-values-report-e.pdf](http://fcc-fac.ca/fcc/resources/2020-farmland-values-report-e.pdf)

**Funding programs (GNB)** –

[2.gnb.ca/content/gnb/en/departments/10/agriculture/content/agriculture\\_programs.html/](http://2.gnb.ca/content/gnb/en/departments/10/agriculture/content/agriculture_programs.html/)

Start-up Support – Business Incubator and Accelerator Programs in N.B

Planet Hatch - [planethatch.com/accelerators-incubators](http://planethatch.com/accelerators-incubators)

### Indigenous Agriculture

- Mi'gmaq (Migma) [migmawei.ca/an/](http://migmawei.ca/an/)
- Peskotomuhkati Nation (Passamaquoddy) [gonaskamkuk.com/](http://gonaskamkuk.com/)
- Wolastoqey (Maliseet) [wnnb.wolastoqey.ca/](http://wnnb.wolastoqey.ca/)

Peace and Friendship Treaties – Video presentation from:

Wapna'kikewi'skwaq Women of the First Light: [www.youtube.com/watch?v=dPTZ\\_ogm554](http://www.youtube.com/watch?v=dPTZ_ogm554)

**Indigenous Agriculture Grant** (Gov. of Canada) – 2018 – 2023 (may renew)

[canada.ca/en/agriculture-agri-food/news/2020/08/new-brunswick-indigenous-agriculture-development-program-now-accepting-applications.html](https://canada.ca/en/agriculture-agri-food/news/2020/08/new-brunswick-indigenous-agriculture-development-program-now-accepting-applications.html)

**The Joint Economic Development Initiative (JEDI)** - Works with partners to foster Indigenous economic development in New Brunswick. JEDI provides a variety of programs and services including support for entrepreneurs, internships, and community economic development (including some grants). [jedinb.ca/](http://jedinb.ca/)

### Land and Soil

Land data, maps and topography – Geo NB: [snb.ca/geonb1/e/index-E.asp](http://snb.ca/geonb1/e/index-E.asp)

(click on "Geo NB Map Viewer")

Land Registration FAQ's in New Brunswick [2.snb.ca/content/snb/en/sites/land-registry/land-registration/faq.html#what](http://2.snb.ca/content/snb/en/sites/land-registry/land-registration/faq.html#what)

**Mineral Rights (sub-surface)** – the surface below farmland is not owned by the property owner. You may ask the landowner about securing mineral rights on a yearly lease to prevent anyone from doing exploration on your leased land. In New Brunswick this may be important in regards to gold, uranium, tungsten, molybdenum or shale gas, etc.

[2.gnb.ca/content/gnb/en/services/services\\_renderer.2376.Mineral\\_Claims,\\_Acquisition\\_and\\_Search.html](http://2.gnb.ca/content/gnb/en/services/services_renderer.2376.Mineral_Claims,_Acquisition_and_Search.html)

Permaculture sector analysis - [freepermaculture.com/sector-analysis/](http://freepermaculture.com/sector-analysis/)

Soil types and topography across the province [2.gnb.ca/content/dam/gnb/Departments/en/pdf/Minerals-Minerales/nr\\_9-e.pdf](http://2.gnb.ca/content/dam/gnb/Departments/en/pdf/Minerals-Minerales/nr_9-e.pdf).

Soil samples for mineral and organic matter testing:

[2.gnb.ca/content/dam/gnb/Departments/10/pdf/Agriculture/SoilSampling.pdf](http://2.gnb.ca/content/dam/gnb/Departments/10/pdf/Agriculture/SoilSampling.pdf)

Resources and associations in New Brunswick, use the Ag Pal search tool and add New Brunswick in the search box. [agpal.ca/#/search](http://agpal.ca/#/search)

Verifying Land Registry/ Land Title [snb.ca/d\\_t/library/Procedural\\_Manual\\_June20.pdf](http://snb.ca/d_t/library/Procedural_Manual_June20.pdf)

Zoning and local government

[2.gnb.ca/content/gnb/en/departments/elg/local\\_government/content/community\\_profiles/list.html#rural](http://2.gnb.ca/content/gnb/en/departments/elg/local_government/content/community_profiles/list.html#rural)

### Land Access

Crown Land agricultural leases [2.gnb.ca/content/gnb/en/services/services\\_renderer.554.html](http://2.gnb.ca/content/gnb/en/services/services_renderer.554.html)

FarmLINK Match Maker Tool: Connecting farmers to our future [farmlink.net](http://farmlink.net)

Young Agrarians U-MAP: [maps.youngagrarians.org/](http://maps.youngagrarians.org/)

Multiple Listing Service of the Canadian Real Estate Association: [mls.ca](http://mls.ca)

**Community Farms:** A Living Handbook from the folks at [Hayes Farm](http://Hayes_Farm) (free PDF), gets updated as major changes happen at the farm. [c2597c02-5d74-4f20-a3ac-a35ce3396d27.filesusr.com/ugd/4be4B.C\\_c4f629ad1e3740beb9aa98c74c9e393.pdf](http://c2597c02-5d74-4f20-a3ac-a35ce3396d27.filesusr.com/ugd/4be4B.C_c4f629ad1e3740beb9aa98c74c9e393.pdf)

[Park & Pine](http://Park-&-Pine) Collective Garden, Moncton, N.B: [facebook.com/Park-Pine-104190498015107](http://facebook.com/Park-Pine-104190498015107)

### Incubator Farms

- See also Hayes Farm (above)
- Incubator Farms [magazine.cog.ca/article/incubator-farms/](http://magazine.cog.ca/article/incubator-farms/)
- Tufts University. New Entry Farming Project
- [nesfp.nutrition.tufts.edu/resources/farmland\\_documents.html](http://nesfp.nutrition.tufts.edu/resources/farmland_documents.html)

### Organizations

(in addition to the above that can offer resources, training, networking and classifieds, etc.)

- ACORN – Atlantic Canada Organic Regional Network [acornorganic.org/](http://acornorganic.org/)
- Agriculture at the Ville (Fredericton) - [theville.ca/garden](http://theville.ca/garden)
- ALUS – support and funding for on-farm ecosystem regeneration - [alus.ca/](http://alus.ca/)
- Farm Apprentice Worker Network (FAWN) – A Young Agrarians Facebook group with a focus on training and events in Atlantic Canada - [facebook.com/groups/1555073508087447](https://facebook.com/groups/1555073508087447)
- Food for All NB – network, resource directory and education - [foodforallnb.ca/](http://foodforallnb.ca/)
- Garden Cities – volunteer and network in Moncton - [gardencities.ca/](http://gardencities.ca/)
- La Via Campesina – Global Farming Solidarity - [viacampesina.org/en/](http://viacampesina.org/en/)
- Greenhorns – Maine [greenhorns.org/](http://greenhorns.org/)
- La Récolte de Chez Nous | Really Local Harvest – Agricultural Cooperative in Southeast N.B [recoltedecheznous.com](http://recoltedecheznous.com)
- MOFGA – Maine Organic Farmers and Gardeners Association - [mofga.org/](http://mofga.org/)
- The National Farmer's Union of New Brunswick (NFU-NB) - [nfunb.org/en/](http://nfunb.org/en/)
- Northeast Organic Farming Association of Vermont – webinars, workshops and conferences - [nofvt.org/events](http://nofvt.org/events)
- Regeneration Canada – soil education - [regenerationcanada.org/en/](http://regenerationcanada.org/en/)

### Variety of different guides

- Agricultural Census New Brunswick 2016–2017  
[2.gnb.ca/content/dam/gnb/Departments/10/pdf/Publications/2016\\_Census\\_Recensement/NB-CensusGraphs2016.pdf](http://2.gnb.ca/content/dam/gnb/Departments/10/pdf/Publications/2016_Census_Recensement/NB-CensusGraphs2016.pdf)
- Farming in New Brunswick: A Road Map for New Entrants 2020:  
[2.gnb.ca/content/dam/gnb/Departments/10/pdf/Agriculture/FarmingInNewBrunswick-RoadMapForNewEntrants.pdf](http://2.gnb.ca/content/dam/gnb/Departments/10/pdf/Agriculture/FarmingInNewBrunswick-RoadMapForNewEntrants.pdf)
- Farm Environmental Management Plans – Funding to develop management plan (GNB)  
[2.gnb.ca/content/gnb/en/services/services\\_renderer.201324.Environmentally\\_Sustainable\\_Agricultural\\_Production\\_Program.html](http://2.gnb.ca/content/gnb/en/services/services_renderer.201324.Environmentally_Sustainable_Agricultural_Production_Program.html)
- Multiple Guides:  
[2.gnb.ca/content/gnb/en/departments/elg/environment/content/environmental\\_guidelines.html](http://2.gnb.ca/content/gnb/en/departments/elg/environment/content/environmental_guidelines.html)

### Water Access

New Brunswick has a Clean Water Act and any changes to water courses require a WAWA (Watercourse and Wetland Alteration Permit). You may not be permitted to pump water from streams, rivers or wetlands for agricultural uses. Livestock movement may be restricted based on features in the watershed. Work like ditching, placing culverts, road building and ground work within 30 meters of a riparian zone will require a permit.

#### Wawa Permit

[2.gnb.ca/content/gnb/en/departments/elg/environment/content/land\\_waste/content/reference\\_manual/watercourse\\_and\\_wetlandalteration.html](http://2.gnb.ca/content/gnb/en/departments/elg/environment/content/land_waste/content/reference_manual/watercourse_and_wetlandalteration.html)

Water Classification Guide [2.gnb.ca/content/dam/gnb/Departments/env/pdf/Water-Eau/WaterClassificationRegulation.pdf](http://2.gnb.ca/content/dam/gnb/Departments/env/pdf/Water-Eau/WaterClassificationRegulation.pdf)

### Other land access guides and resources

Drake University: The Landowner's Guide to Sustainable Farm Leasing  
[lib.dr.iastate.edu/cgi/viewcontent.cgi?article=1099&context=leopold\\_pubspapers/](http://lib.dr.iastate.edu/cgi/viewcontent.cgi?article=1099&context=leopold_pubspapers/)  
<https://pdfs.semanticscholar.org/169a/6dfb3d6642b92043bb66268066290610f0e7.pdf>

#### Greenhorns: Guidebook for Beginning Farmers

[greenhorns.org/wp-content/uploads/2018/07/Greenhorns\\_Guidebook\\_Beginning\\_Farmers\\_Zine.pdf](http://greenhorns.org/wp-content/uploads/2018/07/Greenhorns_Guidebook_Beginning_Farmers_Zine.pdf)

#### Land for Good Resources:

- Farm Access Methods – A Decision Guide  
[landforgood.org/wp-content/uploads/LFG-Farm-Access-Methods-Guide.pdf](http://landforgood.org/wp-content/uploads/LFG-Farm-Access-Methods-Guide.pdf)
- Farmland Leasing for Private Landowners: A Short Guide

[landforgood.org/wp-content/uploads/LFG-Landowners-Guide-To-Leasing-To-A-Farmer-Handbook1.pdf](http://landforgood.org/wp-content/uploads/LFG-Landowners-Guide-To-Leasing-To-A-Farmer-Handbook1.pdf)

- Land for Good: Toolbox for Landowners  
[landforgood.org/resources/toolbox/toolbox-landowners/](http://landforgood.org/resources/toolbox/toolbox-landowners/)
- Toolbox for Farm Seekers  
[landforgood.org/resources/toolbox/toolbox-farm-seekers/](http://landforgood.org/resources/toolbox/toolbox-farm-seekers/)

**New Entry Sustainable Farm Program: Finding, Assessing, and Securing Farmland Guide**  
[farmsreach.com/welcome/wp-content/uploads/2013/09/MAFarmlandGuide.pdf](http://farmsreach.com/welcome/wp-content/uploads/2013/09/MAFarmlandGuide.pdf)

**University of Vermont: Farmland Tenure and Leasing**  
[uvm.edu/newfarmer/?Page=land/leasing.html&SM=land/sub-menu.html](http://uvm.edu/newfarmer/?Page=land/leasing.html&SM=land/sub-menu.html)

**New England Small Farm Institute: Access to Land**  
[smallfarm.org/main/for\\_new\\_farmers/resources\\_by\\_topic/land/](http://smallfarm.org/main/for_new_farmers/resources_by_topic/land/)

**Cornell University: Finding a Farm to Buy or Lease**  
[smallfarms.cornell.edu/guide/1-finding-a-farm-to-buy-or-lease/](http://smallfarms.cornell.edu/guide/1-finding-a-farm-to-buy-or-lease/)

Weblinks may not be maintained over time. Staff at the Department of Agriculture should be able to help you find most of the New Brunswick resources listed above.

**We wish you well on your farming journey!**

**Thank you, for being part of a sustainable food system**

**in New Brunswick**

**To get New Brunswick-based support on these resources, you can reach out to  
Amy Floyd, Senior Food Security Policy Analyst at [Amy@Raven-Research.org](mailto:Amy@Raven-Research.org).**

