

5-Year Farm Development Plan

This Farm Development Plan must be completed in conjunction with the Agriculture Development Officer (ADO), prior to submitting a Crown lands application (See Appendix A). Applications for Request for Proposals, Commercial Farming, or proponents intending to become commercial, must complete this Farm Development Plan and a Commercial Farm Business Plan (**Click for Commercial Farm Business Plan**). Commercial farming is defined as a farm that operates for sale and profit, rather than exclusively for personal consumption.

Part 1: Applicant Information	
Last Name	Given Name
Farm Name	
Mailing Address	City or Town
Province	Country
Postal Code	Primary Phone Number
Email address	
Application Number (if applicable)	
ADO that was consulted	

Part 2: Location of Land	
Location	Area (Acres)
Bounded by:	
North	South
East	West
Is the land located within a Municipality?	
If yes, provide Municipality	
If no, provide nearest Community/Municipality	
Please provide Municipal Zoning (if applicable)	
Provide distances from:	
Publicly Maintained Road	Electrical Service
Nearest Residence	Existing Farm
Additional information on current road condition:	

Revision: November, 2025

Part 3: Farm Equipment Inventory

Indicate your current farm development equipment inventory below:

Type/Model	Year Purchased	Age

Part 4: Current Land Holdings

Please indicate your properties in the spaces below

Property	Location	Private/ Granted	Crown Lease	Acreage	Present Use
A					
B					
C					
D					

Part 5: Proposed Use of the Land

In this section, the Applicant is required to clearly illustrate their proposed agricultural developments over the next five (5) years. All applicants must include information on proposed land developments (i.e. clearing and cultivating), road improvements, building construction, equipment purchases and access to water. Please include as much detail as possible and provide an overview map outlining the specific location of the proposed developments. Crop Production applications must outline the seeding timelines, crop rotation, fertility requirements, product storage and marketing. Livestock / Apiculture applications must include the livestock types and totals for each year, slaughter and/or product marketing, seeding timelines and proposed fencing areas. Additional space is provided in Part 8, if necessary.

Year One:

Year Two:

Year Three:

Year Four:

Year Five:

Part 6: Personal Skills/Training

Please identify personal skills, mentorships, training, and farming experience that you and any partners have obtained that would support this proposal.

Part 7: Applicant Attestation

Applicants must select YES to acknowledge that you have read and understand the following. If you select NO your application is deemed incomplete and you must contact the ADO for your region (Appendix A).

- Prior to submission of an application or a Proposal, applicants must visit the site and satisfy themselves as to the site’s suitability for any intended purpose. The Department of Forestry, Agriculture and Lands (The Department) has not made or given any representations or warranties whatsoever to any Applicant and does not now make or give any representations or warranties whatsoever to any Applicant regarding the fitness of the Subject Lands for any particular use or regarding the presence or absence on, in or under the Subject Lands or on, in or under any surrounding or neighboring lands of any hazardous, dangerous or potentially dangerous substance or condition, including, without limitation, any urea formaldehyde foam type insulation, asbestos, PCBs, lead, oil, and/or petroleum products; or the leakage, migration or emission of the same, from or onto the Subject Lands or any adjacent property. The Applicant is solely responsible for evaluating and satisfying itself whether the land is suitable for any intended agricultural purpose and all costs related thereto.

- The Applicant must not undertake any development or erect any buildings, enter upon or take possession of the land applied for in any way until a Lease from The Department has been issued. For greater certainty, after execution and delivery of the Lease, The Department shall have no liability for any environmental or structural issues that may arise on the Subject Lands. Prior to the construction of any buildings on the Lease, the lessee must obtain permission from the Land Management Division.

- Approval of an Application does not commit the Government to providing the Applicant or farm unit with financial assistance, land clearing assistance, improved or upgraded access, electrical services or any other Government sponsored programs or services. The Lessee is responsible for following all applicable town/ municipal regulations and must obtain all necessary municipal permits required for any activities they carry out on the land.

- It shall be the sole responsibility of the Successful Applicant i.e. an Applicant whose application has been approved or the successful Applicant in a Request for Proposals process to consult with the respective departments to ensure all recommended assessments / remediation work are completed, with the Successful Applicant assuming all associated costs. It is also acknowledged that The Department will have no further liability for any structural or environmental issues on the Subject Lands.

- The Applicant has read and understands the conditions included in Schedule C (Appendix B) and acknowledges that a Lease may be issued with specific development conditions that are subject to change. The lessee shall adhere and maintain compliance with conditions outlined in Schedule C and the proposal in the approved Farm Development Plan/ Farm Business Plan. Failure to carry out the conditions of the Lease relative to the proper use of the land and the payment of rentals, will result in termination of the Lease.

- By Signing below, the Applicant confirms they understand all information contained within this document, they are at least 19 years of age and have consulted with the ADO for their region.

Applicant's Signature:

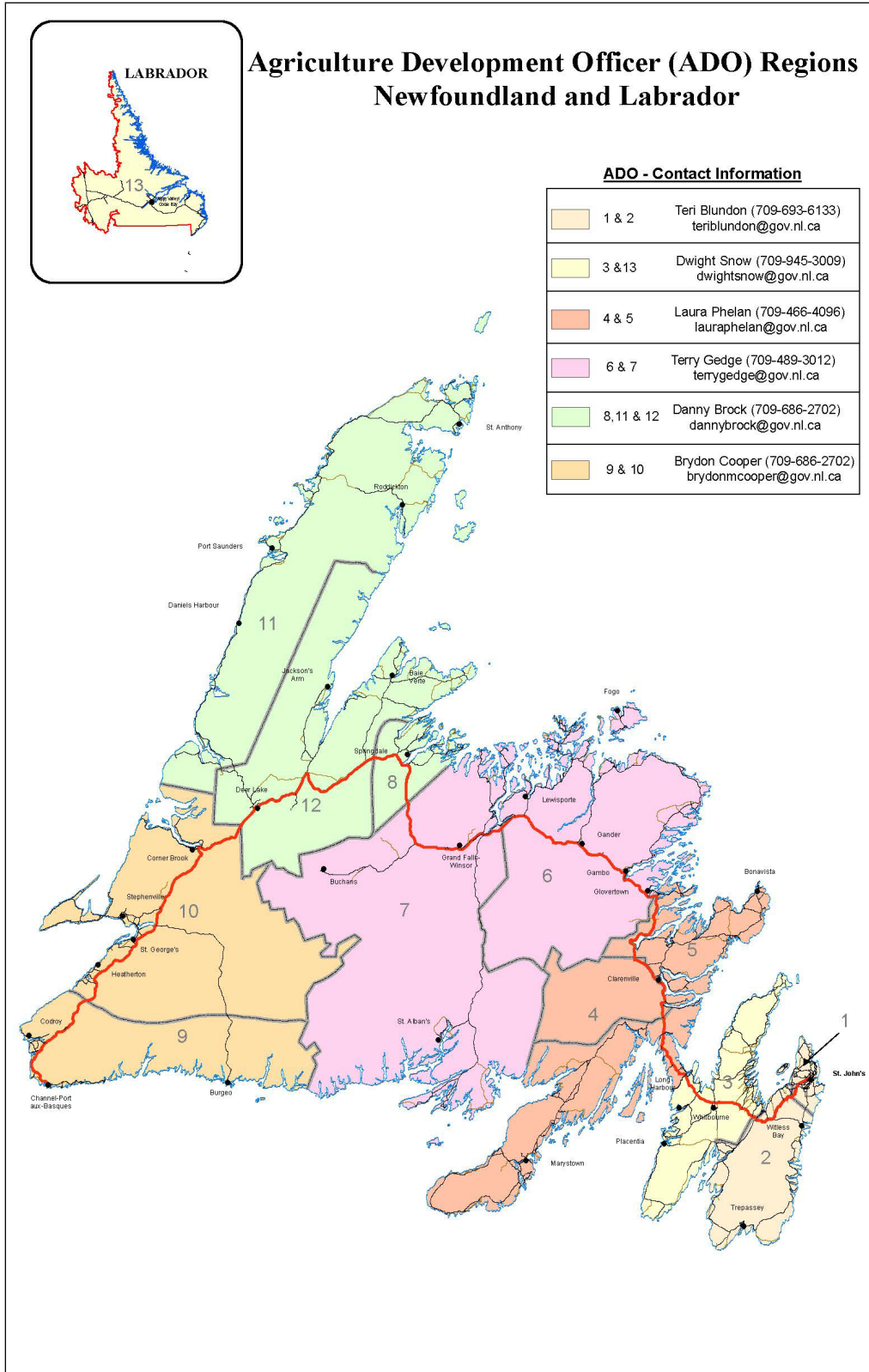
I/we hereby declare that the information contained in this application form and in the attached supporting documents is true and correct in all respects to the best of my/our knowledge. I/we also acknowledge that approval or part or all of this application does not commit the Government to providing financial assistance or any other Government sponsored programs or services. Personal information collected is used to process applications, this information is confidential and handled as required by the Access to Information and Protection to Privacy (ATIPP) Act. It may be within The Department for program delivery purposes.

Applicant signature: _____ **Date:** _____

Witness signature: _____ **Date:** _____

Part 8: Additional Information

Appendix A: Agriculture Development Officer (ADO) Regions



Appendix B: Draft Schedule C Title Conditions

1. The Lessee shall clear and cultivate the Demised Premises as follows:

Ten percentum (10%) within one (1) year
Twenty-Five percentum (25%) within two (2) years
Fifty percentum (50%) within five (5) years
Seventy-five percentum (75%) within ten (10) years

ADDING OR VARYING CONDITIONS

2. The Minister may, at any time, and on reasonable grounds, add a condition to the Lease or vary a condition of the Lease.

USE OF PREMISES

3. The Demised Premises shall be used solely for the establishment and maintenance of agriculture for the Term of the Lease.
4. The use of the Demised Premises shall be subject to and in accordance with all provincial legislation, acts, regulations, policies, and guidelines to promote sustainable agricultural husbandry and environmental protection.
5. The Demised Premises shall not be used for any purpose other than as set forth in Clause 3 and Clause 29 of this Lease without written consent of the Minister and then only on such terms and conditions and the payment of such a fee as the Minister may prescribe.

ASSIGNMENT OF LEASE PROHIBITED

6. The Demised Premises shall not be assigned in whole or in part without the written consent thereto of the Minister and upon payment of a fee as fixed by the Minister. The Ministerial consent for assignment may be withheld until such time as the requirements of Clause 1 and Clause 29 are fulfilled. And it is further agreed that this consent for assignment is not required where the whole of the Demised Premises only is being assigned solely for mortgage purposes.
7. If the Demised Premises was acquired through the land consolidation program, then the interest may not be sold or transferred for more than that paid by the lessee to the Newfoundland and Labrador Exchequer Account at the time of the transfer. Consideration will be given to an additional amount, reflective of that paid for land improvements, such as clearing of wooded land and drainage improvements or such conditions as may be approved by the Minister but not activities which are reflective of normal farm practices, ex. cultivation, application of soil amendments such as manure, fertilizer, lime, etc.

RENT

8. The rent reserved as set out in this Lease shall be subject to review every **five (5) years**.
9. This Lease shall be terminated, and the Demised Premises and any buildings thereon shall revert to the Crown if the rent which is due and payable hereunder remains unpaid for **sixty (60) days**, regardless of whether there has been a request for payment or not.
10. Payment of the annual rent shall not prevent this Lease from being terminated if the Lessee shall default in any other provision, term, or condition of this Lease.

TAXES

11. The Lessee shall pay all taxes and charges that may be levied by any municipal, provincial, or federal authority on or in respect of the Demised Premises.

CONSTRUCTION ON DEMISED PREMISES

12. No building or erection shall be undertaken without the prior written consent of the Minister. If prior written consent is provided by the Minister, the Directors of the Crown Lands and Land Management Divisions shall be consulted as to construction and location prior to the commencement of any construction.
13. The Demised Premises shall be held under and subject to all regulations and provisions of the *Lands Act*, and to such statutes and regulations as are now in force or which may at any time hereafter be made by law for the improvement or cultivation of lands within the Province of Newfoundland and Labrador.

DISPOSAL OF GARBAGE

14. All garbage shall be disposed of at an approved waste disposal site.

CANCELLATION BY LESSEE

15. If the Lessee has paid the rent and observed all the terms of this Lease, the Lessee may cancel this Lease by giving **thirty (30) days** written notice to the Minister who shall grant a Certificate in writing accepting the surrender, and thereupon all privileges herein granted shall, terminate.
16. The Lessee shall at the end of this Lease, or upon cancellation of the Lease under clause 15 or termination of the Lease under clause 20, yield up to the Minister the Demised Premises and, if requested by the Minister, shall within **ninety (90) days** of the end of this Lease restore the Demised Premises to a condition satisfactory to the Minister.
17. If the Lessee fails to restore the Demised Premises as specified in Clause 16, the demised premises shall become the sole property of the Minister. The Minister may dispose of the Demised Premises. The Minister may restore the Demised Premises, as the Minister sees fit and then dispose of it. No amount shall be paid to the Lessee in compensation thereof and the costs incurred by the Minister in taking this action shall be a debt due the Crown by the Lessee. For the purposes of this clause restoration of the Demised Premises may include completing all necessary environmental remediation.

MERCHANTABLE TIMBER

18. The Lessee must obtain written permission of the nearest Forest Management Unit Officer prior to any land clearing to ensure "merchantable timber" is salvaged (merchantable timber means that portion of a tree crop which can be harvested and marketed on a commercial basis under given economic conditions).

SOD REMOVAL PROHIBITED

19. Sod removal or any other use that degrades or destroys the soil reserves is not permitted.

DEFAULT BY LESSEE

20. If the Lessee defaults in the performance of any of the provisions, terms or conditions of this Lease or, if following development of the Demised Premises for the intended use set forth in Clause 3 and Clause 29 the Lessee thereafter fails to use the Demised Premises for the said purpose(s) for a period of **three (3) consecutive years**, then at any time after such default or failure to use the Demised Premises for a period of **three (3) consecutive years** the Minister may, by written notice served on the Lessee as set forth in Clause 23, terminate this Lease and the Demised Premises shall revert to the Crown.

ENVIRONMENTAL GUIDELINES

21. The Lessee is required to adhere to all environmental guidelines for agriculture development as stipulated by The Department of Environment conservation and Climate Change.

RENEWAL

22. The Lease may be renewed, in the sole discretion of the Minister, upon written application by the Lessee.

NOTICE

23. Any notice to be given hereunder shall be in writing and shall be given either by personally delivering the same or by sending the same by registered mail, postage prepaid, to the Lessee, XXXXX or to the Minister, Department of Forestry, Agriculture and Lands, Crown Lands Division, P.O. Box 2006, 192 Wheelers Road, Corner Brook NL A2H 6J8. Any notice so delivered shall be conclusively deemed given when personally delivered and any notice so mailed shall be conclusively deemed given on the third business day following the day of mailing, provided that in the event of a known disruption of postal service, notice shall be given by personal delivery only. Any address for notice herein referred to may be changed by notice to the other party in writing given pursuant hereto. The Lessee agrees that, unless the Minister is advised in writing of a change of address, the address of the Lessee as outlined in this clause shall be deemed to be the address for any Notices to be sent or delivered during the full Term of this Lease.

OTHER PERMITS

24. The Lessee must obtain all necessary permits from the Government Service Centre of the Department of Government and Service NL.

INDEMNITY

25. In consideration of the issuance of this Lease by the Minister and the Government of Newfoundland and Labrador, the Lessee, the Lessee's administrators, successors and assigns hereby indemnify and saves harmless the Minister and the Government of Newfoundland and Labrador of and from any and all manner of claims, damages, losses, costs and charges whatsoever occasioned to or suffered by or imposed upon the Minister and the Government of Newfoundland and Labrador directly or indirectly in respect of any matter or thing in consequence of or in connection with or arising out of the occupancy or use of the Demised Premises or any buildings and erections thereon by the Lessee or in respect of any accident, damage or injury to any person, animal or thing by from or on account of the same except and to the extent that such claims, damages, losses, costs and charges arise or are caused by the negligence of any servant or agent of the Minister and the Government of Newfoundland and Labrador while acting within the scope of that servant or agent's duties or employment.
26. The covenant of the Lessee for indemnity herein contained shall extend to all damages and claims for damage by reason of improper or faulty erection or construction of structures erected or installed on or in the Demised Premises or in connection therewith by the Lessee, or the Lessee's servants or agents, and by reason of an insufficiency in said structures and whether or not the same have been approved by the Minister and the Government of Newfoundland and Labrador, their servants or agents.
27. The Lessee shall be deemed to have accepted the condition of the Demised Premises, including the condition of any structures on the Demised Premises and the existence of any hazardous, dangerous or potentially dangerous substance or pollutants on, in or under the same, and will be solely responsible for any work deemed necessary or ordered by reason thereof; and for dealing with any and all liability, claims, demands, and obligations arising therefrom related to the presence of any hazardous, dangerous or potentially dangerous substance or condition, on, in or upon the Demised Premises.

28. The Lessee agrees to indemnify and hold harmless The Department from and against any claims, demands, liabilities, losses, damages and expenses of whatever sort and by whomever made arising out of or in connection with any and all environmental liabilities related to the presence of any hazardous, dangerous, or potentially dangerous substance or condition, on, in or upon the Demised Premises, whether before or after the date of the Lease and in any event the Lessee agrees to assume any and all environmental liabilities relating to the Demised Premises and agrees not to make any claim against The Department with respect to same.

FARM DEVELOPMENT PLAN

29. The Lessee shall adhere to their approved five-year Farm Development Plan and Business Plan (for commercial farms). If it is determined the Lessee is non-compliant with the either or both of the approved Plans, the Lessee shall be issued a **30-day letter** requesting a revised Farm Development Plan and / or a Business Plan. If the revised Plan(s) are approved, the Lessee will be issued a one-year extension to adhere to the approved Plan(s). If the Lessee is still non-compliant after the one-year extension has expired, the Lease shall be terminated. If the revised Farm Development Plan and/ or the revised Business Plan is not approved, the Lease shall be terminated.
30. The Minister may, at any time, request in writing a revised Farm Development Plan / Business Plan from the Lessee. If a revised Farm Development Plan / Business Plan is not received within **30 days** of a written request from the Minister, the Lease shall be terminated.

Environmental Guidelines for Agricultural Development
Livestock/Poultry Operations Less Than **Five (5) Animal Units**

Objective

To provide environmental management to small scale livestock/poultry production less than **five (5) animal units** in size. Manure storage, manure spreading, land requirements, odour controls, nuisance factors and neighbouring land use conflict are the primary factors in review rather than control of pollution in its broader sense.

Guidelines

1. All manure storage systems must be impervious and should be covered to reduce odour problems.
2. A **thirty (30) metre** buffer zone of natural forage cover shall be maintained between agricultural land and any watercourse/water body (pond, lake, or stream).
3. Regular spreading of manure on agricultural land is recommended to avoid accumulations and minimize malodour levels. Annual spreading of accumulated manure is considered a minimum. More frequent spreading to agricultural land is suggested.
4. Manure may not be stored nor spread within **thirty (30) metres** of a watercourse/water body (pond, lake or stream). Distance requirements may be greater as local conditions vary, i.e. slope of land, soil conditions, etc.
5. Applicants for livestock/poultry production of less than **five (5) animal units** are subject to zoning regulations and are advised to obtain appropriate municipal authority to establish such production area.

Environmental Guidelines for Agricultural Development
(Non-Livestock or Poultry Production)

Objective

The objective of the following guidelines is to provide environmental management relative to non-livestock - non poultry production development. Specific application is directed toward small- or large-scale root crop or pastureland development, hobby farms or experimental production areas.

The aim of these guidelines is summarized as follows:

- (1) to prevent pollution of soils by over fertilization
 - (2) to prevent surface or ground water contamination
 - (3) to prevent soil erosion, especially near watercourses
 - (4) to ensure compatibility of land use on agricultural development areas.
- (1) Manure shall not be spread within **ninety (90) metres** of any well or public water supply and shall not be spread on the watershed of any community water supply system.
 - (2) Soil assay testing is recommended before any extensive quantity of manure is applied in a spreading program. The quantity of manure applied to land in a given period of time should meet only the soil requirement for beneficial use.
 - (3) After one year's application of manure, grasses, root crops, or some type of flora should be planted to take up nutrients applied to soil during a spreading program.
 - (4) Any proposed use of pesticides or herbicides should be applied by the Lessee or a Licensed Pesticide Applicator.

In all cases:

- a. All liquid manure, shall, be in an enclosed vehicle or tank when being transported for spreading. Seepage or spillage out of such vehicles is prohibited under Section 7 of the *Environmental Protection Act*.
- b. Composting of manure is recommended; however, all manure should be spread at least annually at a rate which maximizes use and drainage around compost areas controlled.
- c. Consideration should be given to neighbouring properties and land use when a manure spreading program is contemplated.
- d. Manure shall not be spread on snow covered and/or frozen ground.