

STEWARDSHIP AGREEMENT

THIS AGREEMENT made at Gander, in the Province of Newfoundland and Labrador this 14th day of March, 2007.

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT
OF NEWFOUNDLAND AND LABRADOR,**
as represented by the Honourable the Minister
of Environment and Conservation

(hereinafter called the "Minister")

-of the one part-

AND: **THE TOWN COUNCIL OF THE TOWN OF GANDER**
a corporation pursuant to Section 15 of the *Municipalities Act*,
1999

(hereinafter called the "Town")

-of the other part-

WHEREAS the Government of Newfoundland and Labrador has entered into an Agreement with others for the implementation of the North American Waterfowl Management Plan through the Eastern Habitat Joint Venture;

AND WHEREAS the parties hereto recognize that the proper protection and management of both wetland and upland habitats are fundamental tools in maintaining and enhancing waterfowl populations in the province;

AND WHEREAS the Minister proposes that certain important wetlands and associated wildlife habitat within the Town be protected and enhanced through and with the cooperation of the Town in accordance with this Agreement and the Habitat Conservation Plan developed hereafter;

AND WHEREAS the Town has agreed to enter into the Agreement for the purpose of protecting and enhancing those areas of important wetland habitat within its jurisdiction.

NOW THEREFORE IT IS AGREED BY THE PARTIES HERETO AS FOLLOWS:

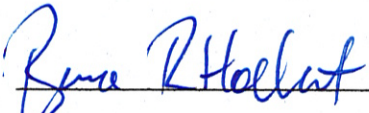
1. The lands herein delineated and designated as a Stewardship Zone (being the lands outlined on a certain Schedule annexed hereto and marked "A") shall be managed in accordance with the terms and conditions of this Agreement including any Habitat Conservation Plan developed hereunder for better protection of the wetlands for waterfowl and other wildlife.
2. Within the Stewardship Zone, the Parties will establish Management Units as identified in Schedule "A" and other Management Units as may be desirable from time to time which shall be subject to the terms and conditions of a Habitat Conservation Plan designed to enhance and protect the wetland habitats, the waterfowl and other wildlife which use those habitats.
3. The Habitat Conservation Plan shall be developed in cooperation with the Town and the Minister agrees to provide such advice and expertise as may be necessary or advisable for the development of the Habitat Conservation Plan.
4. The Town agrees that in the preparation of a Municipal Plan for the Town or any amendments to any existing Municipal Plan, the areas designated as Management Units shall be recommended by the Town to be appropriately declared protected areas under subsection 13(3)(f) of the *Urban and Rural Planning Act, 2000* (or such other legislation in amendment or substitution therefore as may be brought into effect from time to time). The Town in passing regulations or by-laws related to the protected areas so designated under the Municipal Plan or amendments thereto and which may affect the Stewardship Zone shall do so in consultation with the Minister and in keeping with the principals of this Agreement.
5. The parties to this Agreement, their consultants, servants, or agents, shall have and exercise reasonable rights of access to the Stewardship Zone for all purposes necessary or incidental to this Agreement and in particular, but without limiting the generality of the foregoing, for the purpose of developing and carrying out the Habitat Conservation Plan.
6. Each of the parties hereto agree that they will exercise their best efforts to further develop management measures for more effectively carrying out of their mutual intentions as expressed in this Agreement.
7. If at any time during the term of this Stewardship Agreement the Parties deem it necessary or desirable to make any alterations or additions to it, they may do so by means of a written amendment between them which shall be supplemental to and form part of this agreement.

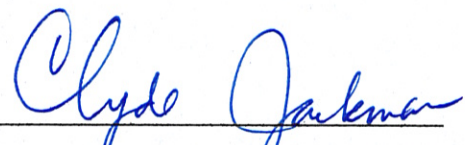
8. The parties hereto agree that this agreement shall remain in full force and effect for a period of (30) years computed from the date hereof and may be renewed at the termination of the initial (30) year period by mutual consent.

IN WITNESS WHEREOF the Parties have hereunto affixed their names by their proper signing officers duly authorized in that behalf, on the day and year first above written.

SIGNED SEALED AND DELIVERED

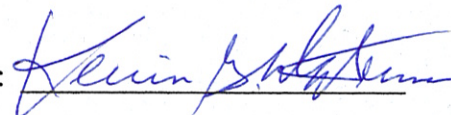
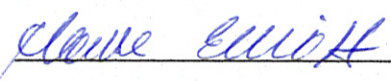
by the Honourable the Minister of
Environment and Conservation
in the presence of:


Witness

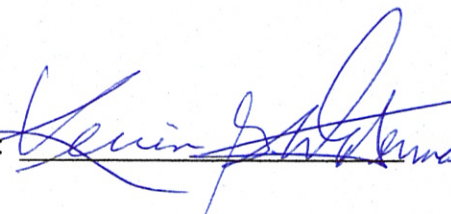
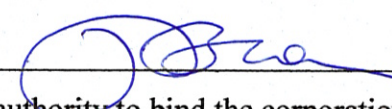

**THE HONOURABLE THE MINISTER
OF ENVIRONMENT AND
CONSERVATION**

THE SEAL OF the Town Council of the
Town of Gander hereunto affixed in the
presence of:

**THE TOWN COUNCIL OF THE TOWN OF
GANDER**

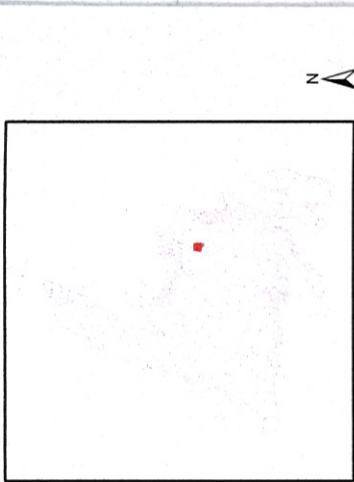
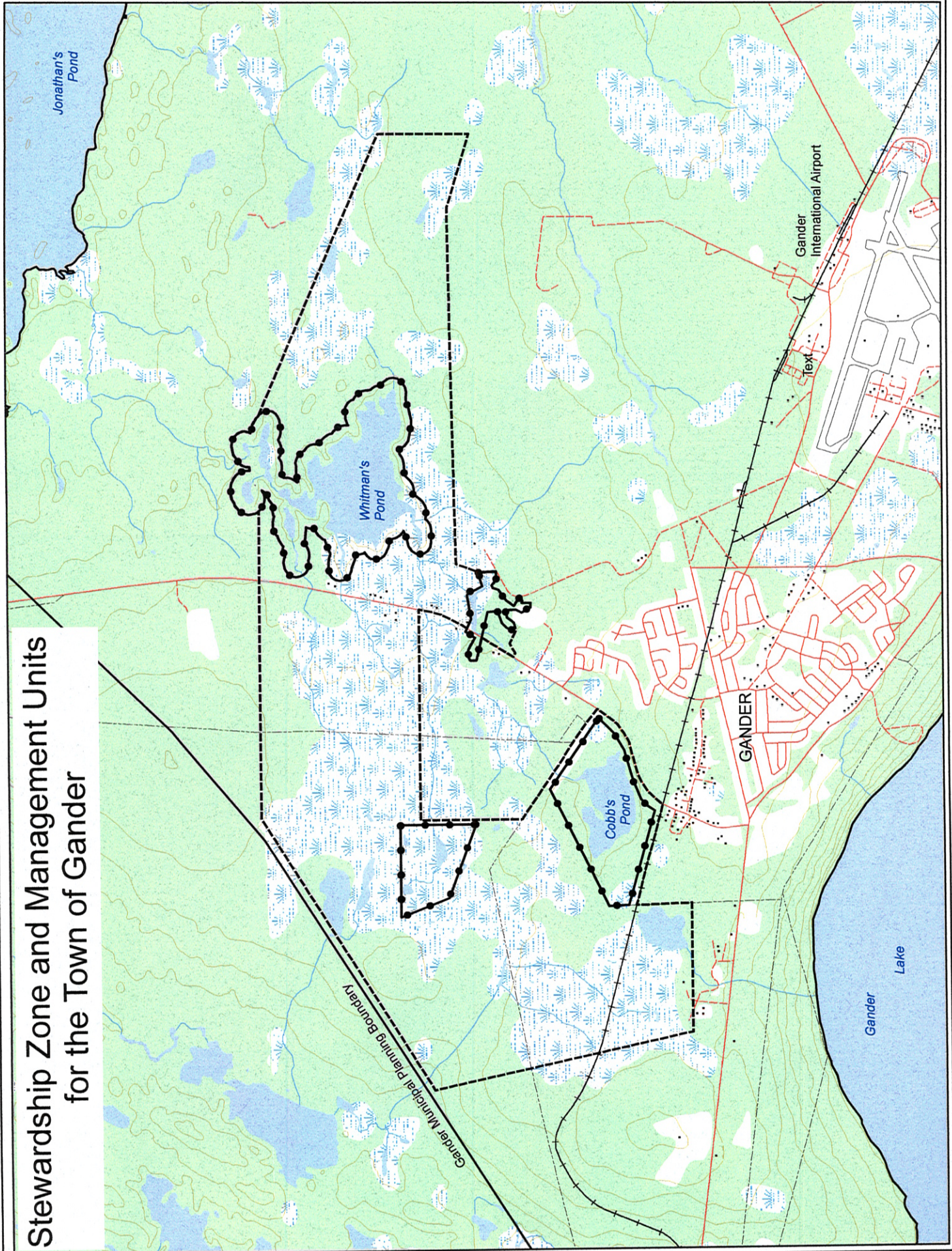
Witness:  Signature: 
I/We have the authority to bind the corporation
Name: CLAUDE ELLIOTT
Title: MAYOR

**THE TOWN COUNCIL OF THE TOWN OF
GANDER**

Witness:  Signature: 
I/We have the authority to bind the corporation
Name: GARRY BROWN
Title: TOWN CLERK

SCHEDULE A

Stewardship Zone and Management Units for the Town of Gander



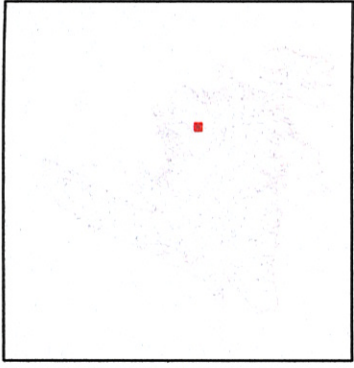
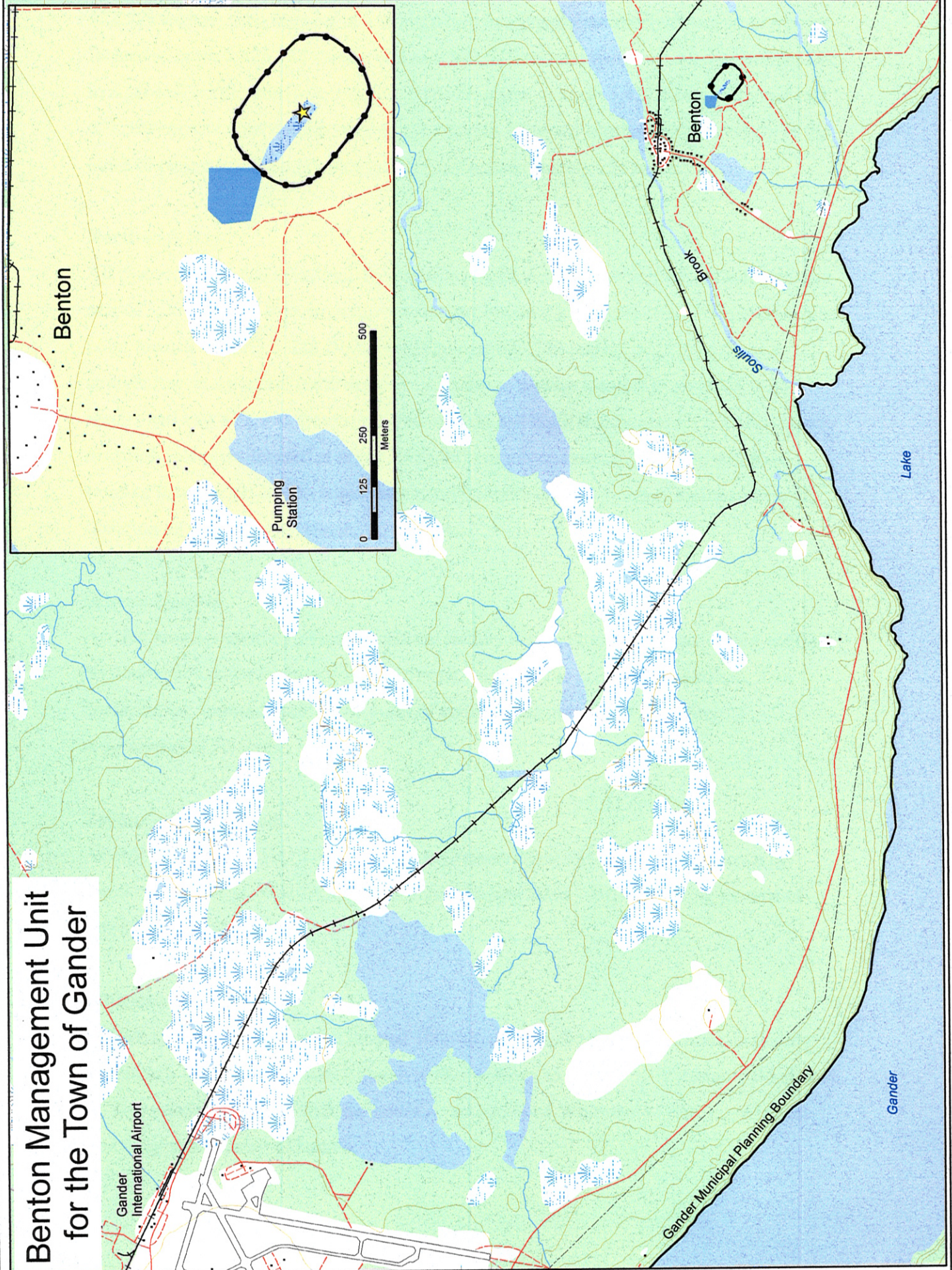
Legend

- Gander Stewardship Zone
- Gander Management Units (Whitman's Pond = 100m Buffer)
- Municipal Planning Boundary

- Bogs
- Waterbodies
- Vegetation
- River/Streams
- Powerline
- Contours
- T-Railway
- Roads
- Trails



Benton Management Unit for the Town of Gander



Legend

- Benton Management Unit
- Constructed Wetland
- Treatment Lagoon
- Water Control Structure
- Bogs
- Waterbodies
- Vegetation
- River/Streams
- Powerline
- Contours
- T'Railway
- Roads
- Trails

Newfoundland
Labrador



Projection Information
TM NAD 83 CNT
March 2007

Municipal Wetland Stewardship Agreement
Management Unit Boundary Descriptions

Cobb's Pond

All that area bounded by a line, starting at a point located at north 5,427,082 meters and east 674,251 meters; then running south following the route of Magee Road to a point located at north 5,426,563 meters and east 673,399 meters; then running in a straight line in a general northwesterly direction to a point located at north 5,426,795 meters and east 672,526 meters; then running in a straight line in a general northerly direction to a point located at north 5,426,983 meters and east 672,518 meters; then running in a straight line in a general northeasterly direction to a point located at north 5,427,526 meters and east 673,590 meters; then running in a straight line in a general southeasterly direction to the point of commencement, covering an area of approximately 225 acres.

Northwest Bog

All that area bounded by a line, starting at a point located at north 5,428,902 meters and east 673,261 meters; then running in a straight line in a general southerly direction to a point located at north 5,428,208 meters and east 673,270 meters; then running in a straight line in a general northwesterly direction to a point located at north 5,428,453 meters and east 672,590 meters; then running in a straight line in a general northwesterly direction to a point located at north 5,428,891 meters and east 672,409 meters; then running in a straight line in a general easterly direction to the point of commencement, covering an area of approximately 104 acres.

Benton Lagoon

All that area bounded by a line around the tertiary sewage treatment constructed wetland, beginning at a point located at the northwest corner of the constructed wetland, then buffering the wetland back to the point of commencement, covering an area of approximately 20 acres.

Peyton's (Long) Pond

All that area bounded by the 'Open Space Conservation' zoning as per the Town of Gander's Municipal Plan/Development Regulations 2000 – 2010, covering an area of approximately 42 acres.

Whitman's Pond

All that area bounded by a line located 100 meters from the high water mark including Whitman's Pond, the associated marsh to the southern extremity of Whitman's Pond, and the five ponds associated with the northern extremity of Whitman's Pond, covering an area of approximately 477 acres.