

STEWARDSHIP AGREEMENT

THIS AGREEMENT made at Hawke's Bay, in the Province of Newfoundland and Labrador, this 21st day of June, 2008.

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 HAWKE'S BAY**
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 caused these presents to be executed in accordance with their respective rules and regulations the day and year first before written.

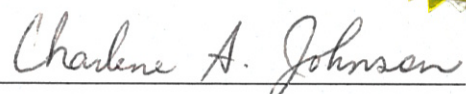
SIGNED SEALED AND DELIVERED

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 Hawke's Bay
hereunto affixed in the
presence of:



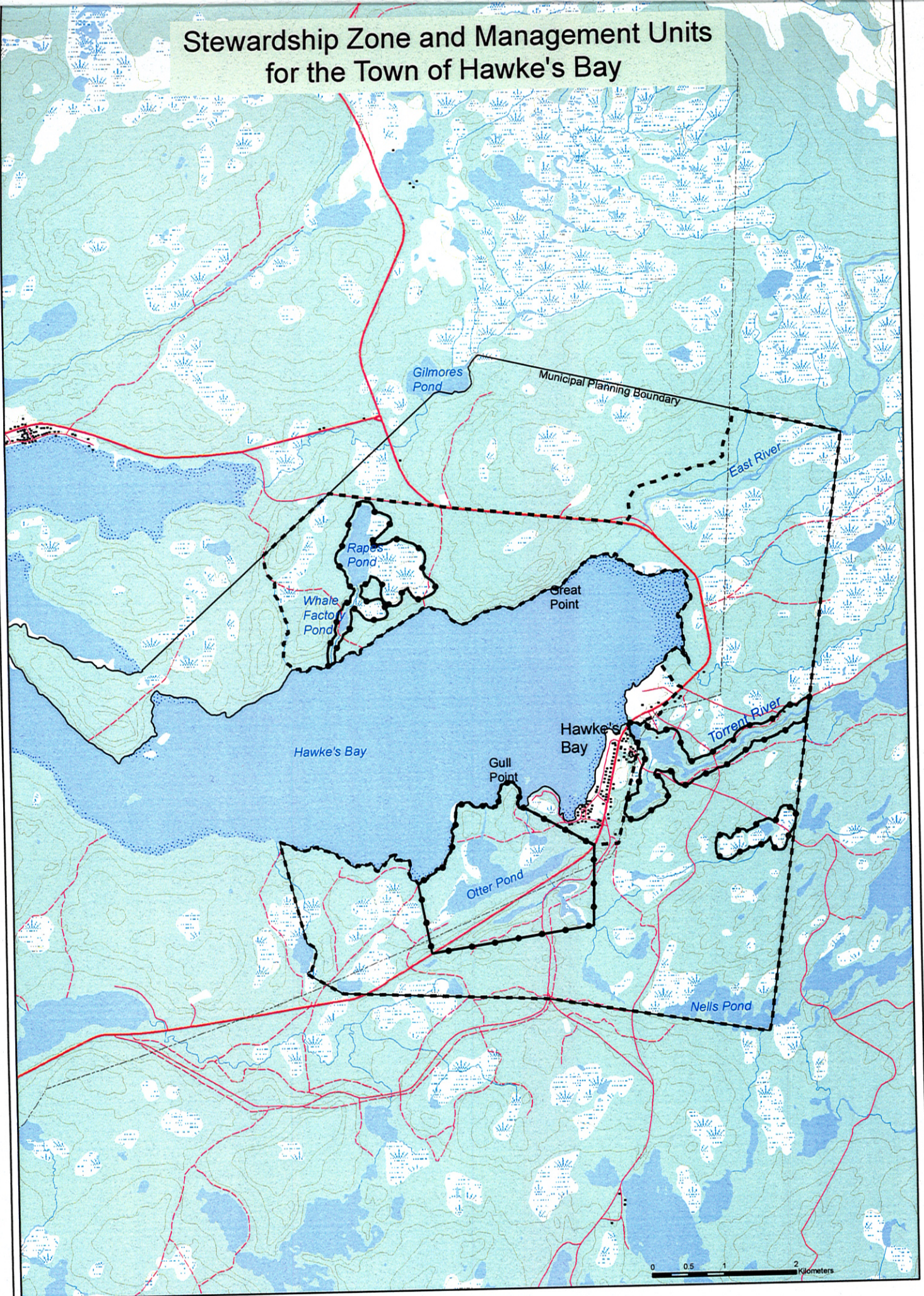
Witness















**THE TOWN COUNCIL OF THE TOWN
OF HAWKE'S BAY**

Schedule "A"

Stewardship Zone and Management Units for the Town of Hawke's Bay



Legend

- | | |
|--|---|
|  Hawke's Bay Stewardship Zone |  Vegetation |
|  Hawke's Bay Management Units |  River/Streams |
|  Municipal Planning Boundary |  Powerline |
|  Bogs |  Contours |
|  Foreshore Flats |  Roads |
|  Waterbodies |  Trails |

Newfoundland
Labrador



Projection Information:
TM NAD 83 CNT
June 2008

