STEWARDSHIP AGREEMENT

THIS AGREEMENT made at St. Anthony, in the Province of Newfoundland and Labrador, this 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 ST. ANTHONY

a corporation pursuant to Section 15 of the Municipalities Act,

1999

(hereinafter called the "Town")

-of the other part-

<u>WHEREAS</u> 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 stewardship of coastal ecosystems is fundamental towards maintaining and enhancing the sea duck and seabird populations in the province;

AND WHEREAS the Minister proposes that certain coastal ecosystems be protected and enhanced through stewardship and education activities with the cooperation of the Town and resource users in accordance with this Agreement and the Conservation Plan developed hereafter;

AND WHEREAS the Town has agreed to enter into the Agreement for the purpose of protecting and enhancing those coastal ecosystems.

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

- 1. The conservation of the coastal ecosystem herein delineated and designated as a Stewardship Zone (being those areas outlined on a certain Schedule annexed hereto and marked "A") shall be supported by a stewardship program delivered in accordance with the terms and conditions of this Agreement including any Conservation Plan developed hereunder for better protection of this coastal ecosystem for sea ducks, seabirds and other associated wildlife.
- 2. The parties hereto agree to cooperate in the promotion of best stewardship practices that will be identified in the Conservation Plan to positively influence activity within the Stewardship Zone.
- 3. The 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 Conservation Plan.
- 4. 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 Conservation Plan.
- 5. Each of the parties hereto agree that they will exercise their best efforts to further develop conservation measures for more effectively carrying out of their mutual intentions as expressed in this Agreement.
- 6. The parties recognize that the Agreement is not legally binding, but is a goodwill commitment between partners.
- 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.

<u>IN WITNESS WHEREOF</u> 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

Mills

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

THE HONOURABLE THE MINISTER

OF ENVIRONMENT AND

CONSERVATION

THE SEAL OF the Town Council of

the Town of St. Anthony

hereunto affixed in the

presence of:

Witness

THE TOWN COUNCIL OF THE TOWN

OF ST. ANTHONY

SCHEDULE A

