

**ST. JOHN'S
MUNICIPAL STEWARDSHIP AGREEMENT
FOR LUNDRIGAN'S MARSH**

THIS AGREEMENT made at St. John's, in the province of Newfoundland and Labrador, this
18th day of October, 2004

**BETWEEN: HER MAJESTY THE QUEEN IN RIGHT
OF NEWFOUNDLAND**, as represented

by the Honourable the Minister
of Environment and Conservation

(hereinafter called the "Minister")

of the one part

AND: THE CITY COUNCIL OF THE CITY OF ST. JOHN'S
a municipal corporation organized

and existing pursuant to the provisions of the *City of St. John's Act R.S.N. 1990, c.C-7*, as
amended

(hereinafter called the "City")

of the other part

WHEREAS the Government of Newfoundland and Labrador has entered into an Agreement with others for the implementation, management and enhancement 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 wetlands and uplands habitats are fundamental tools in maintaining and enhancing waterfowl populations in the province;

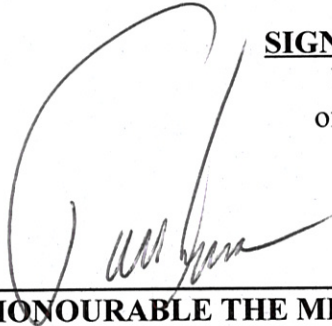
AND WHEREAS the Minister proposes that certain important wetlands and associated wildlife habitat within the City be protected and enhanced through and with the cooperation of the City in accordance with this Agreement and the Habitat Management Plans developed hereafter;

AND WHEREAS the City 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 AS FOLLOWS:

1. The lands herein delineated and designated as a Management Unit (being the lands outlined on a certain Schedule annexed hereto and marked "A") shall be set aside, preserved and managed in accordance with terms and conditions of this agreement and subject to the terms and conditions of a Habitat Management Plan developed hereunder for better protection and enhancement of the wetlands for waterfowl and other wildlife.
2. Within the limits of its jurisdiction, the City will take any and all steps possible to ensure that only those activities that have no negative impact on the wetlands are permitted within the Management Unit.
3. The Habitat Management Plan shall be developed in cooperation with the Minister and the Minister agrees to provide such advice and expertise necessary or advisable for the development of the Habitat Management Plan.
4. The City agrees that in the preparation of a Municipal Plan for the City or any amendments to any existing Municipal Plan, the area designated as a Management Unit shall be recommended by the City to be appropriately declared a protected area under SUBSECTION 13(3) 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 City in passing regulations or by-laws related to the protected area (Management Unit) so designated under the Municipal Plan or amendments thereto and which may effect the Management Unit 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 Management Unit 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 Management Plan.
6. Each of the parties hereto agrees that they will exercise their best efforts to further develop management measures for the more effectively carrying out of their mutual intentions as expressed in this agreement.

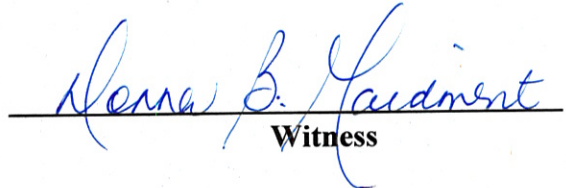
IN WITNESS WHEREOF the parties have caused these presents to be executed in accordance with their respective rules and regulations the day and year first before written.



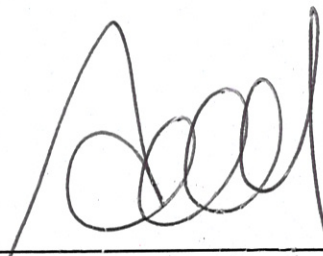
SIGNED SEALED AND DELIVERED

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

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

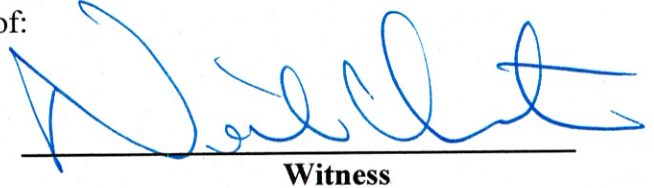


Witness



THE SEAL OF the City Council of
the City of St. John's was
hereunto affixed in the
presence of:

**THE CITY COUNCIL OF THE
CITY OF ST. JOHN'S**



Witness

NEIL A. MARTIN
A Commissioner for Oaths in and for
the Province of Newfoundland and Labrador.
My commission expires on December 31, 2007.

SCHEDULE A

