



## SAMPLE STEWARDSHIP AGREEMENT

This Agreement is dated for reference January \_\_\_\_, 2003, and is

**BETWEEN:**

John and Jane Doe  
123 Habitat Street  
Small Town, BC, V0V 0V0

(the "Owner")

**AND:**

TLC The Land Conservancy of British Columbia  
5793 Old West Saanich Road  
Victoria, BC, V9E 2H2  
Okanagan Region Office: 27A Front Street, Penticton, BC, V2A 1H2 (250) 492-0173

(TLC)

**WHEREAS:**

- A. John and Jane Doe's land contains a wetland area of great importance to the Owner/Steward, to The Land Conservancy of BC, and to the public;
- B. John and Jane Doe and The Land Conservancy of BC wish to protect the wetland area;
- C. Blah blah blah blah (can put stuff in here to set the context of the agreement);
- D. The Land Conservancy of BC is a non-profit society with its purposes being to (blah blah blah) ....
- E. Whatever else you want to say.

Witnessed by the signing of this Stewardship Agreement, the Parties agree as follows.

**1. Intent of Agreement**

- 1.1. The Parties each agree that the intent of this Agreement is to define how the Owner will manage and steward the wetland area found on the land.
- 1.2. The Parties each agree that the Owner will manage and steward the wetland area to preserve, protect, enhance and/or restore the ecological and environmental values of the wetland area.
- 1.3. The Parties each agree that this agreement will be binding upon the Parties.
- 1.4. (add other provisions as needed)

**2. Term of the Agreement**

- 2.1. The Parties agree that this Agreement will be in effect for X years from the date of signing.
- 2.2. This Agreement can be extended by agreement of the Parties at anytime during its term.

**3. Land Area and Its Significance**

- 3.1. The specific area of Doe's land being stewarded under this agreement can be described as the wetland area on the south end of the land/property. This wetland area is approximately X acre(s) in size.
- 3.2. The land and stewardship area are described in more detail in the Baseline Report. This Report will be completed within two months of the date of signing of this agreement. The Baseline Report will contain maps, photographs, and a brief description of the property and wetland (Note: this baseline does not have to be too technical or detailed, and doesn't have to be as complex as a baseline for a Covenant). A copy of the Report will be provided to the Owner.
- 3.3. The wetland area found on the Doe's land is one of the last untouched habitats in the Small Town area. It is important because of the diversity of flora and fauna that use and depend on this rare ecosystem. In the South Okanagan area, over 85% of the original wetland habitats have been drained, filled and converted to agriculture and residential use. Remaining wetlands have also been seriously degraded by uncontrolled livestock activities, weed invasion, and encroaching development. Wetlands like the one found on the Doe's land are very important and efforts to protect them should be supported.

**4. Stewardship of the Wetland**

- 4.1. The Owner agrees to steward the wetland area so that its natural values are protected and/or enhanced.
- 4.2. The following restrictions will apply to the wetland area. The Owner agrees not to:
  - 4.2.1. fill in or drain the wetland area;
  - 4.2.2. remove or destroy any natural vegetation found in or around the wetland;
  - 4.2.3. allow domestic animals into the wetland area;
  - 4.2.4. plant any non-native plant species;
  - 4.2.5. construct any large structures not authorized under paragraph 4.3 below;

4.2.6. do any other activities that may diminish the ecological value of the wetland.

4.3. The Owner may do any other activities that contribute to the ecological value and function of the wetland, and/or improve the personal enjoyment and educational value of the wetland area. This includes things such as:

4.3.1. planting native plant species that are natural to the wetland area;

4.3.2. controlling the spread of non-native, invasive, and noxious weed species;

4.3.3. putting up bird boxes, bat boxes, and other enhancements that improve habitat values for native wildlife species;

4.3.4. installing a sitting bench, bird blind and/or informational signs, so long as these structures do not impair or degrade the wetlands natural function;

4.3.5. any other activities or improvements that do not degrade or damage the wetland.

## **5. TLC's Role Under This Agreement**

5.1. TLC will do the work required to produce the Baseline Documentation Report and Maps of the wetland area.

5.2. TLC will monitor the Stewardship Agreement on an annual basis, and more frequently if possible. A copy of the monitoring report will be provided to the Owner.

5.3. TLC will be available to the Owner to consult on activities that may have an impact on the wetland area.

5.4. TLC will work within its capacity to provide assistance and information to the Owner regarding stewardship practices, management techniques, methods of habitat enhancement and restoration, etc.

## **6. Dispute Resolution**

6.1. If a problem or dispute arises regarding the stewardship and management of the wetland area, the Owner and TLC agree to enter into the following dispute resolution process. This process can be initiated by either party by providing written notice to the other party describing the problem and a desire to work out the problem.

6.2. Upon receiving a notice under paragraph 6.1, the Owner and TLC will arrange to meet with each other and agree to act in good faith to discuss and resolve the issue under dispute.

6.3. If the Owner and TLC, acting reasonably and in good faith, are not able to resolve the dispute, they may ask a mutually acceptable person to mediate the matter. The parties agree to work cooperatively with the mediator to find a mutually acceptable resolution to the dispute as quickly as possible.

6.4. If a resolution to the dispute is not achieved they may try other avenues to address the dispute.

(Insert other sections, provisions, and conditions as needed)

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John and Jane Doe

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TLC The Land Conservancy of BC

Date signed: \_\_\_\_\_