

2021 SUPERIOR STEWARDS STEWARDSHIP AGREEMENT



LAKEHEAD REGION
CONSERVATION AUTHORITY

AGREEMENT MADE THIS _____

BETWEEN _____
(hereinafter called the OWNERS)

AND Lakehead Region Conservation Authority
130 Conservation Rd, Thunder Bay, ON P7B 6T8
(807) 344-5857
(hereinafter called LRCA)

WHEREAS the Owners and LRCA have met and discussed plans for shoreline naturalization on the specified area(s) in Schedule A existing on the Owners’ land;

WHEREAS the Owners indicate approval of the project as proposed;

WHEREAS the project is, or will be for the benefit of the Owners and others;

1. This agreement shall be in effect for a period of 5 years, commencing with the signing date of this agreement.
2. The Owners and LRCA agree that the areas where the work is to be performed is as described in Schedule A.
3. The Owners agree to call Ontario One Call (www.on1call.com or 1-800-400-2255) and arrange to have utilities located in the area for planting prior to the plant installation date as described in Schedule A.
4. The Owners agree to act in accordance with Ontario Regulation 180-06 and apply for permits where necessary (www.lakeheadca.com/regulations).
5. The Owners grant LRCA, its contractors, successors, employees and agents, the right to enter the property to perform the work agreed upon as outlined in Schedule A. In addition, LRCA, its contractors, successors, employees and agents may monitor the project from time to time, with prior agreement with Owners for date and time of inspection.
6. The Owners agree to water the plants whenever dry during the first three (3) weeks after planting.
7. The Owners agree not to remove, destroy or alter the project without prior consultation and approval of LRCA. Pruning or replacing plants with the same or similar species is permitted.
8. The Owners agree not to mow the planted area.
9. The Owners agree to restrict livestock access to the planted area.
10. The Owners acknowledge that LRCA, its contractors, successors, employees and agents, having performed said works, are not under further obligation with respect to survival of nursery stock, inspection, or maintenance.
11. Plants provided will be as described in Schedule A. Specific plant species will be at the discretion of LRCA.
12. The Owners, in the absence of negligence, hereby remises, releases and forever discharges LRCA, its contractors, successors, employees and agents from all claims and demands for injuries, including death, loss, damages and costs in any way related to or connected with installation and maintenance of the work described or resulting from any deleterious effects of the work to the land or to the lands and buildings thereon retained by the Owners.

IN WITNESS WHEREOF the parties have agreed to the contents of this plan,
SIGNED,

LAKEHEAD REGION CONSERVATION AUTHORITY per

LRCA Representative

Owners

Date

Date