

STEWARDSHIP AGREEMENT

BETWEEN:

590335 B.C. Ltd. dba Regal Ridge
Box 1005
Osoyoos, B.C., V0H 1V0

(Hereinafter referred to as the developer)

AND

Anarchist Mountain Community Society
324 Grizzly Place
Osoyoos, B.C., V0H 1V6

(Hereinafter referred to as the society)

WHEREAS:

- I. The developer is the registered owner of certain real estate legally described as: Lot A, DL 2709, SDYD, Plan 28000 **except** Plans KAP72623, KAP75018, KAP79172, and KAP84765; Lot B, DL 2709, SDYD Plan 28000, **Except** plans, KAP73996, KAP74901, KAP74930, KAP75649, KAP77136 and KAP78794, Sub Lot 2, DL 2709, SDYD, Plan 1188 **except:** i) DL 2835 SDYD; ii) The North $\frac{1}{2}$ of the North West $\frac{1}{4}$ Section 3, The South $\frac{1}{2}$ of the South West $\frac{1}{4}$, Section 10, The South $\frac{1}{2}$ of the South East $\frac{1}{4}$, Section 9, The North $\frac{1}{2}$, of the North East $\frac{1}{4}$, Section 4, Township 65, SDYD; iii) The North West $\frac{1}{4}$, of the South East $\frac{1}{4}$, The North East $\frac{1}{4}$, of the South West $\frac{1}{4}$, the West $\frac{1}{2}$, of the North East $\frac{1}{4}$, and the East $\frac{1}{2}$, of the North West $\frac{1}{4}$, Section 9 and the South West $\frac{1}{4}$, of the South East $\frac{1}{4}$, and the South East $\frac{1}{4}$, of the South West $\frac{1}{4}$, Section 16, Township 65, SDYD and iv) Plans H13726, 6557, 10425, 21789, 22126, B4998, B7900, 28000, 39502, KAP72623, KAP73996, KAP76059, KAP77136, KAP77363, KAP79172, KAP79733, KAP81743, KAP84536 and KAP85567. (Certain lands zoned Conservation Area (CA) within the above described lands hereinafter referred to as the conservation lands).
- II. The developer has entered into a Covenant Agreement with The Regional District of Okanagan Similkameen, which governs use of the conservation lands by the developer.
- III. The Covenant Agreement was registered at Kamloops Land Registry office on August 26, 2003 under number KV101270

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- IV. A copy of the Covenant Agreement is attached to this agreement and identified as Appendix 1.
 - V. The Developer has requested and the Society has agreed to assume a stewardship role relative to the future use of the conservation lands.

In consideration of \$10.00 and other good and valuable consideration receipt of which is hereby acknowledged the Developer and Society agree as follows:

- I. The role of the Society will be consultative and advisory in nature. The ownership rights to the Conservation Lands of the Developer are specifically acknowledged and will be respected at all times.
- II. An advisory committee will be formed to administer this agreement. The committee will be comprised of one member appointed by the Developer and two persons appointed by the Society. The advisory committee will meet as required to give effect to this agreement.
- III. The Developer agrees that it will consult with the Society on any work to be performed on the Conservation Lands by the Developer except for work specifically permitted and described in the covenant at Clauses 1a) i),ii),iii),iv), v), vi),vii) and viii), in which case the developer will advise the Society of work to be performed.
- IV. The Society agrees that the Developer may complete existing works on the Conservation Lands underway or planned, as at the date of this agreement, including annual fire mitigation activities, pond creation, the creation of wildlife food plots and reclamation activities, without consultation with the Society.
- V. The Developer agrees that they will give the Society the opportunity to be involved in any work the Developer proposes to undertake on the Conservation Lands.
- VI. The Society agrees that any work performed on the Conservation Lands by the society will not be in violation of the terms of the Covenant Agreement. Clause 1 of the Covenant Agreement is specifically referenced in this regard.
- VII. The Society agrees that by April 1 annually it will submit to the Developer for approval a written request, which will list projects to be undertaken by the Society on the Conservation Lands in the ensuing twelve months. The report shall include expected start dates, completion dates and expected outcomes. The Developer agrees that they will not unreasonably withhold approval of the requests.
- VIII. The Society agrees that projects will not harm the natural environment of the Conservation Land in an adverse manner. Without limiting the generality of the foregoing, projects could include, biological and environmental studies, informative signage, creation of hiking trails, creation of cross country ski trails,

fire mitigation activities, weed control, tree planting, installation of bird boxes, installation of bat boxes, and placement of marmot rocks.

IX. The Society agrees that by April 1 annually it will submit to the Developer a budget for the projects proposed in the ensuing 12 month period. The Developer agrees that they will not unreasonably withhold approval of the budget.

X. The Developer acknowledges that the Society acts as an advisory body on behalf of its members within the Anarchist Mountain Area to monitor, comment upon, and recommend short and long-term goals for the overall future of the conservation lands, including their sensitive and natural ecosystems. The Developer agrees that they will reasonably cooperate with the Society in carrying out this mandate.

XI. The parties to this agreement agree that this agreement is to their mutual benefit.

Signed this 10th day of June 2008 at Osoyoos, British Columbia.

By the Developer:

590335 B.C. Ltd,

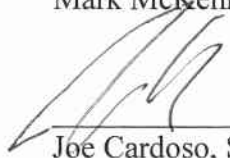


Adrian Erickson, President

By the Society

Anarchist Mountain Community Society

Mark McKenney, President



Joe Cardoso, Secretary