DESSERT CANYON AGREEMENT

This Desert Canyon Agreement (the “Agreement”) is dated October 16, 2007, and made among Birdie Properties, LLC, a Washington limited liability company (“Birdie”), Desert Canyon Utility Co., a Washington corporation (“DC Utility”), Homestead NW Inc., a Washington corporation (“Homestead”), Pro Desert LLC, a Washington limited liability company (“Buyer”), and PPR River, LLC, a Washington limited liability company, with reference to the following facts:

A. Buyer is the process of acquiring that certain land and improvements from General Electric Credit Equities, Inc. (“GE Credit”) known as the “Desert Canyon Golf Course” (the “GE Property”), which is located in Douglas County, Washington. The acquisition will be financed by General Electric Capital Corporation (“GE Capital”), and the parties anticipate that GE Capital will have a lien (the “GE Lien”) against the GE Property to secure the purchase money indebtedness.

B. Birdie is the owner of a piece of real estate that is adjacent to the GE Property upon which the Desert Canyon Golf Course is partially constructed (the “Lucky Badger Property”). The Lucky Badger Property is more specifically described on the attached Exhibit A-1. In addition, Birdie owns other real estate (the “Birdie Property”) located adjacent to the GE Property.

C. DC Utility is currently providing water to the GE Property and surrounding property owners.

D. Homestead through its subsidiary Great Links Resorts, LLC, owns other real estate (the “Homestead Property”) located adjacent to the GE Property.

E. PPR owns other real estate in Douglas County.

F. Birdie, Homestead, DC Utility and PPR have an agreement dated May 16, 2005 (the “Density Agreement”), allocating the remaining density for the master plan of the entire Desert Canyon Property, as approved by Douglas County Transportation and Land Services, providing for the purchase of the Lucky Badger Property, providing for the supply and price of domestic water services for developable land owned by Homestead, and establishing a right of first refusal for Homestead to purchase land owned by Birdie and PPR.

G. The parties do hereby desire to provide for certain boundary line adjustments, easements, and other matters affecting the parties hereto.

H. There are two portions of the GE Property that were excluded from its legal description, at the time that GE Credit acquired said property from Desert Canyon Associates. One portion is that certain property upon which is constructed the upper pump house (the “Pump House Property”), which is legally described on the attached Exhibit E, and the other portion is that certain entrance property (the “Entrance Property”) to the Birdie Property, which is legally described on the attached Exhibit F. The Pump House Property and the Entrance Property are referred to collectively herein as the “Excluded Property”.

I. Attached hereto as Exhibit B is a map of the GE Property and surrounding property. The current boundaries of the Birdie Property, the Lucky Badger Property and the Homestead Property, are marked in purple. The Birdie Property is marked with an encircled symbol “1” (“Parcel 1”). The Lucky Badger Property currently consists of two parcels, which are designated on Exhibit B with the encircled symbols “2” and “3” (“Parcel 2” and “Parcel 3”, respectively). The
Homestead Property is marked with an encircled symbol "4" ("Parcel 4"). The Excluded Property is diagramed with blue lines, and the Pump House Property is marked with an encircled symbol "5" ("Parcel 5"), and the Entrance Property is marked with an encircled symbol "6" ("Parcel 6"). The new lot lines proposed by the boundary line adjustments in this Agreement are marked with yellow lines, however, the entire portion of the Entrance Property will also be included in said adjustments in favor of Birdie.

J. This agreement is predicated on the Buyer's acquisition of the GE Property on terms and conditions acceptable to the Buyer. No part of this agreement shall be binding on either party until title of the GE Property has been conveyed to Buyer.

IT IS AGREED AS FOLLOWS:

1. **Lucky Badger Property.**

   1.1 **Transfer.** In consideration of certain covenants of Buyer contained in section 2 of this Agreement, Birdie agrees to convey the Lucky Badger Property to Buyer in two stages. The first conveyance shall occur if (i) Buyer acquires the GE Property, and (ii) Buyer has completed and is in compliance with the covenants contained in sections 2.3(a), 2.4 and 2.10(a). Said conveyance shall consist of (i) the boundary line adjustment described in section 2.3(b), and (ii) a deed to Parcel 3 (the "First Portion of the Lucky Badger Property"). The parties agree that action by Birdie and Douglas County is required for Buyer to complete and be in compliance with section 2.3 and a failure to act by Birdie or a delay by Douglas County shall not delay this conveyance. The second conveyance shall consist of the remaining portion of Parcel 2 (the "Remaining Portion of the Lucky Badger Property"), which shall occur after Buyer has completed the covenants contained in section 2.2(a) and 2.5. The conveyances shall be made free and clear of financial liens and encumbrances (except for the lease described in section 1.2 below) by a bargain and sale deed, without warranty, except for the statutory warranties applicable to a bargain and sale deed. Notwithstanding anything in the foregoing to the contrary, the conveyances shall not take place until the Lucky Badger BLA has been completed.

   1.2 **Lease.** The parties acknowledge that the Lucky Badger Property is subject to a lease (the "Lucky Badger Lease") between GE Credit as lessee, and Birdie as lessor. Birdie assumes that Buyer will acquire the lessee's interest of GE Credit in connection with the acquisition of the GE Property. Buyer acknowledges that the Lucky Badger Property shall be conveyed to Buyer, subject to said lease. The parties agree to revise said lease for the purposes of (i) extending the lease term until July 1, 2037, (ii) reducing the rent to the amount required to pay all applicable expenses of ownership and operation of said property, including real estate taxes, (iii) authorizing lessor, Birdie and its affiliates to withdraw sand, as provided in section 1.4 below, and (iv) requiring GE Credit and GE Capital to convey to the lessor, its successors and assigns, upon demand, for ONE HUNDRED DOLLARS ($100.00), any interest they may have in the Lucky Badger Property which does not adversely impact the golf course operations or golf playability.

   1.3 **Closing Costs.** With respect to the transfer described in Section 1.1, Buyer and Birdie each agree to pay one-half of all closing costs, except any title insurance premiums for title insurance that Buyer elects to purchase, provided, each party to the transaction shall pay their own legal fees. Real estate taxes, governmental assessments against the property, and other re-occurring charges shall be pro-rated as of the closing date. If a special use classification has been made for real property tax purposes, Buyer agrees to elect to continue the special use classification.
1.4 Sand Extraction From the Lucky Badger. During the term of the Lucky Badger Lease, and also after the transfer of the Lucky Badger Property to Buyer, Birdie and its affiliates shall have the non-exclusive right to extract sand from that portion of the Lucky Badger Property lying east of the current cart storage barn and west of the main entrance road (Desert Canyon Blvd.), without charge, for use in connection with property owned by Birdie or their affiliates. The extraction of sand shall be done according to the rules and regulations of applicable governmental authorities. This right to extract sand without charge from the Lucky Badger Property shall continue for a period of ten years after the date of this Agreement. At all times during the extraction period, Birdie shall keep the property in a reasonable orderly condition, and blend the extracted area in to the general configuration of the property at the end of the extraction period. At no time shall Birdie extract so much sand from any area that would cause that area to fall below the grade of Bray’s Landing Road or extract sand in a manner that would alter the golf holes, cart paths, irrigation lines and related utilities in any way.

2. Special Covenants.

2.1 Water Usage Agreement. DC Utility and Buyer have entered into a Water Service Agreement, of even date (the “Water Service Agreement”), to provide irrigation and domestic water for the GE Property.

2.2 Easements. As soon as reasonably possible after the purchase of the GE Property by Buyer, the parties agree to work together to provide for the easements (the “Easements”), described below.

(a) Easements In Favor Of Birdie. Homestead and Buyer agree to grant to Birdie, an access easement with a width as necessary to allow for the constructions of a two lane road according specifications required by applicable governmental authority for a county road, commencing at the Northwest corner of the Birdie Property, across the Homestead Property and the Lucky Badger Property, to Bray’s Landing Road, consistent with Homestead’s development plans as Birdie, Homestead and Buyer shall agree, to provide ingress and egress to Birdie and all purchasers of real estate from Birdie, including their guests, agents employees and invitees (the “Bray’s Road Easement”). The costs related thereto shall be borne by Buyer. The easement shall be formally granted when the road is complete and approved by Douglas County, not later than December 31, 2009.

(b) Easements In Favor of Buyer. Buyer shall be entitled to access easements across agreed portions of the Birdie Property to provide for reasonable ingress and egress of over the Birdie Property, including existing golf cart paths, reasonable access to the maintenance building (the “Maintenance Building”), which is near, and located westerly of the Pump House Property, and for all utilities, domestic and irrigation water lines and electrical lines to all noncontiguous parts of the golf course area in buildable space corridors, to provide for the normal operation and use of the GE Property as a golf course. Appropriate easements shall be defined when Birdie plats all or successive portions of its property. The costs of said easements requested by Buyer, and associated expenses to relocate the golf cart paths, shall be borne by Buyer. The parties agree to work together as expeditiously as possible in order to complete the establishment of these easements where possible on or before January 31, 2008 and as to easements to be defined when Birdie plats all or successive portions of its property at the time such plat or plats are recorded.
(c) **Easement In Favor of DC Utilities.** When Birdie plats its property, Birdie shall provide for the benefit of DC Utilities, a perpetual exclusive easement for the location and operation of the Pump House Property, together with reasonable commercial access thereto from public or private rights-of-way and reasonable space for parking, and access to the building for normal commercial operations, all in a form acceptable to the parties.

2.3 **Boundary Line Adjustments.**

(a) **Birdie BLA.** After the acquisition of the GE Property by Buyer, the parties agree to make boundary line adjustments (the “Birdie BLA”) between the GE Property and the Birdie Property, as more specifically delineated on the attached Exhibit B, in order to improve the density and lot sizes of the lots on the Birdie Property for single family and multi-family uses, and to include as part of the Birdie Property the Maintenance Building. The parties anticipate that Birdie shall receive 16 additional single family residential lots from the boundary line adjustment. Birdie shall cause all documents reasonably required to accomplish these lot line adjustments to be properly drafted. Buyer agrees to execute all documents reasonably required by Birdie to accomplish these lot line adjustments. The proposed Declaration for the boundary line adjustment is attached hereto as Exhibit C. Buyer and Birdie each agree to pay for one-half of the cost and expenses associated with the boundary line adjustments. The parties agree to work together as expeditiously as possible in order to complete the boundary line adjustment on or before January 31, 2008.

(b) **Lucky Badger BLA.** After the acquisition of the GE Property by Buyer, and subject to the same restrictions set forth in section 1.1 for the conveyance of the First Portion of the Lucky Badger Property, the parties agree to make a boundary line adjustment (the “Lucky Badger BLA”) to include the easterly portion of Parcel 2 (from the yellow line across Parcel 2 of Exhibit B, to the easterly boarder of said Parcel 2) as part of the GE Property. The proposed Declaration for this boundary line adjustment is attached hereto as Exhibit A-2. Buyer and Birdie each agree to pay for one-half of the cost and expenses associated with the boundary line adjustment. The parties agree to work together as expeditiously as possible in order to complete the boundary line adjustment on or before January 31, 2008.

2.4 **Consent of GE Capital.** Buyer agrees to take such action as necessary to (i) obtain the consent of GE Capital, and any other person or entity that possesses a lien against the GE Property, to the easements and boundary line adjustment referred to above, (ii) obtain the release of the GE Lien or any other lien against the GE Property conveyed to Birdie by reason of the boundary line adjustments, and (iii) obtain the approval of GE Credit and GE Capital to the lease modifications referred to in section 1.2 hereof. Any conditions precedent required by any such lender to said consent and lien release, must be acceptable to Birdie.

2.5 **Road Construction.** After the acquisition of the GE Property, Buyer agrees to construct a road, at its expense, across the Bray’s Road Easement, to connect the Birdie Property to Bray’s Road, according to applicable governmental rules and regulations for construction of county roads in the State of Washington, or according to such greater standard for construction as the parties shall mutually agree in writing hereafter. Buyer shall make every effort to complete the road on or before December 31, 2009. Homestead acknowledges that the road will be beneficial to the
development of the Homestead Property, and Homestead agrees to reimburse Buyer for all such expense in constructing the road.

2.6 Amenities of Buyer. Buyer is planning to construct a water park (the “Water Park”) on the Homestead Property. Buyer agrees that Rick Rekdal, James P. Pierre and William H. Pierre, Jr., and their families, will be entitled to use the Water Park and the golf course located on the GE Property, without charge. Further, Buyer agrees to grant to each person or entity acquiring property from Birdie the right to use the Water Park and the golf course on the GE Property, on the same terms and conditions as Buyer or its affiliates may grant to any purchasers of its property in or about the Desert Canyon Golf Course area.

2.8 Maintenance Building. After Buyer acquires the GE Property, Buyer agrees to vacate the Maintenance Building within five years from the date hereof. Buyer shall properly insure the Maintenance Building for so long as it is using such property. No consideration shall be given by Birdie in exchange for the Maintenance Building, other than the obligations of Birdie as provided in this Agreement. After the boundary line adjustment has been made, Birdie shall lease the maintenance shed to Buyer, until it has constructed its own shed, for rent equal to the real estate taxes, insurance, utilities, cost of maintaining the building in its same condition as when use is transferred to the Buyer, reasonable wear and tear excepted.

2.9 Relocation of Cart Paths, Etc. When Birdie plats its property Buyer shall be granted easements to all existing cart paths, golf course irrigation lines and related utilities over and across the Birdie property. Such easements shall be set forth on the face of the plat at Birdie’s expense. From time to time, Birdie shall have the right, at its expense, to relocate existing golf cart paths, golf course irrigation lines and related utilities on the GE Property, or relocate such items on to the Birdie Property, as may be reasonable and necessary to enhance the Birdie Property. Specific relocation(s) shall be subject to mutual agreement of both parties. In addition, the consent of GE Capital shall be required, if it has a security interest in the affected property, which consent shall not be unreasonably withheld; provided the relocations do not adversely impact the golf course operations or golf playability; and further provided, if GE Capital has not given its written consent within seven days after receipt of notice thereof, at the address or fax number stipulated for notices by Buyer, then said consent shall be deemed as given by GE Capital. The notice shall provide sufficient information to properly advise GE Capital of the proposed changes. All notices to GE Capital shall be sent to GE Capital at 1818 Market Street, Suite 2620, Philadelphia, PA 19103-3600, by overnight carrier.

2.10 Excluded Property.

(a) Buyer agrees to acquire from GE Credit, at the time Buyer acquires the GE Property, (i) the judgement lien rights of GE Credit which are applicable to the Excluded Property (the “Judgement Lien Rights”), and (ii) subject to the rights of Buyer in section 2.9 above, any and all easements owned by GE Credit which are applicable to the Excluded Property (the “Excluded Property Easements”). Immediately after the closing of Buyer’s acquisition of the GE Property, Buyer agrees to convey to Birdie, without further consideration, the Judgement Lien Rights and the Excluded Property Easements.

(b) If Buyer acquires any further interest in the Excluded Property, including any access rights thereto, then Buyer shall promptly notify Birdie thereof, and shall promptly convey the same to Birdie without any further consideration.
(c) If Birdie is unable to purchase title to the Entrance Property, on terms and conditions satisfactory to Birdie, then Buyer agrees to promptly grant to Birdie, upon demand, an easement for ingress, egress and utilities, from a point of public access, across the GE Property, to the easterly portion of the Birdie Property, as the parties shall mutually agree. More specifically, the easement shall grant ingress and egress to the Birdie Property for the benefit of Birdie, its invitees, agents, successors and assigns.

2.11 Water Service Agreement for William H. Pierre, Jr. DC Utility agrees to execute and deliver to William H. Pierre, Jr., that certain WHP Water Service Agreement, attached hereto as Exhibit G, to provided water to the forty acres owned by William H. Pierre, Jr., which is located East of the GE Property.

3. Dues and Assessments By Buyer. The parties agree to take such action as reasonably required to allow Buyer and its affiliates to assess dues and fees to the purchasers of portions of the Birdie Property, on the same basis and for the same usage as charged and allowed by Buyer and its affiliates in connection purchasers of the Homestead Property, for.

(a) Water park use;
(b) Common area maintenance;
(c) Discounted golf rates for use of the Desert Canyon Golf Course

4. Density Agreement. On or about May 16, 2005, Birdie, Homestead, DC Utility and PPR River, executed that certain Agreement attached hereto as Exhibit D (the “Density Agreement). The parties do hereby amend the Density Agreement as follows:

(a) Allocation of Single and Multi-Family Housing Sites. Paragraph 1 is amended and restated as follows:

There is currently a master plan for the development of the Desert Canyon Property which has been approved by the Douglas County Transportation and Land Services Department, which is binding upon the Birdie Property, the Lucky Badger Property, the GE Property and the Homestead Property (collectively the “Development”). The current master plan provides for 100 single family sites and 300-400 multi family sites. The parties hereto believe Douglas County will allow 400 multi family sites. The parties hereby desire to agree upon an allocation of the remaining density between Birdie and Homestead. Birdie is hereby allocated 156 sites, 54 of which are single family sites, and 102 of which are multi family sites, and Homestead is hereby allocated 265 multi-family sites.; provided the foregoing allocation is predicated on Douglas County allowing 400 multi family sites to Birdie and Homestead. If Douglas county allows for less that 400 multi family sites, or if the remaining allocation must be shared with others, then the multi family sites allocated to Birdie and Homestead, shall be reduced on a pro rata basis (37.1% for Birdie and 62.9% for Homestead). Notwithstanding the foregoing, in no event shall Birdie receive less than 54 single family sites and 46 multi family sites for a total of 100 sites. All parties agree to cooperate with any petitions or applications by Birdie, Buyer or Homestead to change the distinction of a site from multi family to
single family provided such petition or application in no way reduces the total
density of the property.

(b) **Water.** The parties agree that paragraph 3 of the Density Agreement is
modified by the Water Service Agreement and the terms of this Agreement, and in the event of any
conflict between the Density Agreement, and the Water Service Agreement or this Agreement, the
Water Service Agreement and this Agreement shall control the Density Agreement.

(c) **Right of First Refusal.** Paragraph 4, regarding the right of first refusal
contained in the Density Agreement, is amended to provide that the following shall not be
considered as a transfer to which the right of first refusal applies

(i) A transfer of property to an entity that is owned or controlled by the
owner of the property, or one or more of the members or shareholders of such owner;

(ii) A transfer, outright or in trust, of property to a member or shareholder
of an owner of property, or to one or more of the spouse and/or children of such member or
shareholder;

(iii) A transfer of property to a third party transferee in which the owner of
the property, or one or more of its members and/or shareholders, retains 50% or more of the
value and voting rights of such transferee; or

(iv) The sale of lots to the general public.

5. **Limitation on Water Service by DC Utility.** Unless otherwise required by applicable
law, including governmental rules and regulations, DC Utility shall not provide water service to any
other developments or transfer water permits or rights, in part or full for any use other than
servicing the properties described herein without the expressed written consent of Birdie, Buyer and
Homestead.

6. **Miscellaneous.**

(a) The rights and privileges of Buyer under this Agreement may not be assigned
without the advance written consent of Birdie, and said consent may be unreasonably withheld;
provided, Birdie may not unreasonably withhold its consent to the assignment of the rights and
privileges provided Buyer hereunder if assigned to a company that is owned or controlled by James
A. Wynstra, his heirs or trusts in his name, the name of his spouse or any of his four children.
Notwithstanding the foregoing, the rights of the Buyer hereunder may be assigned to GE Capital,
without Birdie's consent, as part of the security arrangements for the loan from GE Capital to
Buyer.

(b) Any notices required hereunder shall be effective only if given in writing (i)
by personal delivery, or (ii) by registered or certified U. S. mail postage prepaid, return receipt
requested, to the party's address stated below, or (iii) by facsimile transmission to the party at the
party's facsimile telephone number below. The address and telephone number of any party may be
changed by such party, if advanced written notice thereof is given to all other parties. Each notice
will be deemed given when delivered in person, or when received if transmitted by facsimile, or when received if sent registered or certified mail.

Birdie and Affiliates:

c/o James P. Pierre
1301 Fifth Avenue, #2800
Seattle, WA 98101
Fax: (206) 622-3836

Copy to: Wallace E. Skidmore, Jr.
801 Second Avenue, #1200
Seattle, WA 98103
Fax: 206-623-6595

Buyer and Affiliates:
c/o James A. Wynstra
PO Box 409
Lynden, WA 98264
Fax:

(c) This Agreement: (i) shall be governed by and construed in accordance with the internal laws of the state of Washington without reference to principles of choice or conflicts of laws; (ii) contains the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements and understandings with respect thereto; (iii) may not be amended, waived or modified except in writing signed by the party to be bound; (iv) inures to the benefit of and is binding upon the parties hereto, their heirs, personal representatives, successors and assigns; (v) is severable, so that if any provision hereof shall be deemed illegal or unenforceable, the remaining provisions hereof shall remain in full force and effect; (vi) may be signed in counterparts; and (vii) may be enforced in law or in equity by any court of competent jurisdiction, the losing party or parties in any final adjudication paying all of the costs and expenses (including reasonable attorneys fees) of the prevailing party or parties in the dispute. This Agreement is not intended to confer any rights or remedies upon any person or entity other than the parties hereto. A facsimile transmission of any signed original hereof, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, the other party or parties hereto will confirm facsimile-transmitted signatures by signing an original hereof.

(d) Notwithstanding anything in the Agreement to the contrary, this Agreement shall not be effective unless and until Buyer acquires the GE Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Birdie Properties, LLC
By: William H. Pierre, Jr., Manager

Homestead NW Inc.
By: James A. Wynstra, President

Desert Canyon Utility Co.
By: James P. Pierre, President

Pro Desert LLC
By: James A. Wynstra, Manager

PPR River, LLC
By: Rick Rekdal, Manager

The signature of GE Capital below is hereby given only for the purpose of agreeing to the provisions of and undertakings described in section 2.4, 2.9, 2.10 (a) and 4b hereof.

General Electric Capital Corporation
By: 
Name: 
Position: 
Date: 

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EXHIBIT A-1

Legal Description of the Lucky Badger Property

Parcel 2

A parcel of land located in Section 27, Township 26 North, Range 21, E.W.M., Douglas County, Washington, more particularly described as follows:

Parcel 3

A parcel of land located in Section 27, Township 26 North, Range 21, E.W.M., Douglas County, Washington, more particularly described as follows:

Commencing at the Northeast 1/16 corner of above said Section 27; thence South 89°43'15" West for 176.19 feet to the True Point of Beginning of this description; thence continuing South 89°43'15" West for 862.11 feet; thence North 41°11'25" West for 12.69 feet; thence Northwesterly along a curve to the right having a radius of 225.00 feet, a central angle of 28°59'51" for 113.87 feet; thence North 12°11'34" West for 200.38 feet; thence Northerly along a curve to the right having a radius of 2288.75 feet, a central angle of 04°50'42" for 193.54 feet; thence North 07°20'52" West for 132.94 feet; thence along a curve to the right whose chord bears North 64°11'30" East for 30.00 feet having a radius of 50.00 feet, through a central angle of 23°04'43" for 20.14 feet, thence North 75°43'52" East for 311.91 feet; thence South 44°18'12" East for 992.07 feet to the True Point of Beginning.
EXHIBIT A-2

Proposed Declaration for the Lucky Badger BLA
Return Document To: Douglas County TLS
140 19th Street N.W.
East Wenatchee, WA 98802

Document Title: Declaration Re: Boundary Line Adjustments
Related Document(s): Grantor(s): Birdie Properties
Grantee(s): Pro Desert, LLC
Legal Description: Portions of Section 27, Township 26 North, Range 21 East W.M.
Parcel Number(s): 26212710014 and 26212710016

DECLARATION RE: BOUNDARY LINE ADJUSTMENTS
This Declaration is for the purpose of adjusting a boundary between the properties below.

PROPERTY INFORMATION

Parcel A                                Parcel B
Property Owner
Birdie Properties, LLC                   Property Owner
Pro Desert, LLC

Name
801 Second Avenue, Suite 1200
Address
Seattle, WA 98104

Daytime Phone

Name
PO Box 409
Address
Lynden, WA 98264

Daytime Phone

Note: All persons or companies holding a financial interest in the property must be listed, i.e., banks, personal contract holders, etc.

Name

Address

Parcel # 26212710014
Present Lot size: 18.07 acres
Proposed Lot size: 9.51 acres

Parcel # 26212710016
Present Lot size: 55.54 acres
Proposed Lot size: 64.10 acres

Street address (if applicable):

Section 27  Township 26  Range 21

DOUGLAS COUNTY TRANSPORTATION AND LAND SERVICES
This adjustment has been reviewed pursuant to R.C.W. 58.17 and Titles 17 and 18 of the Douglas County Code.
Processed By: __________________________ Date: __________________________

Page 1
DECLARATION

Each of the undersigned does hereby declare and acknowledge:

1. Each of the undersigned owners for each parcel described below request the adjustment of the boundary for the parcels described below.

2. Payment of all current real property taxes, including delinquent taxes, interest and penalties, is a condition of adjustment of lot lines.

3. The resulting boundary line adjustment will not create additional parcel nor will the resulting parcels be inconsistent with performance standards with existing Douglas County Zoning Code.

4. The resulting boundary line adjustment of parcels does not remove or impinge upon any easements, covenants, restrictions or encumbrances affecting any of the parcels consolidated.

DISCLAIMER

Since a boundary line adjustment is exempt from the subdivision regulations, Douglas County assumes no liability in any action which may arise as a result of this boundary line adjustment. The owners of the properties represented herein do hereby acknowledge and agree that the County is not liable in any action arising out of this matter.

Property Owner A,

________________________________________________________________________

__________________________________________
Signature of Owners - Representative

Print or Type Name and Title

STATE OF WASHINGTON )
) ss.
COUNTY OF

I certify that I know or have satisfactory evidence that ____________________________ signed this instrument and acknowledged it to be his/her/their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this ___ day of __________________, ______.

[Notary Seal]

By:______________________________
Notary Public residing at ________________
My Appointment Expires: _____________
DECLARATION

Each of the undersigned does hereby declare and acknowledge:

1. Each of the undersigned owners for each parcel described below request the adjustment of the boundary for the parcels described below.

2. Payment of all current real property taxes, including delinquent taxes, interest and penalties, is a condition of adjustment of lot lines.

3. The resulting boundary line adjustment will not create additional parcel nor will the resulting parcels be inconsistent with performance standards with existing Douglas County Zoning Code.

4. The resulting boundary line adjustment of parcels does not remove or impinge upon any easements, covenants, restrictions or encumbrances affecting any of the parcels consolidated.

DISCLAIMER

Since a boundary line adjustment is exempt from the subdivision regulations, Douglas County assumes no liability in any action which may arise as a result of this boundary line adjustment. The owners of the properties represented herein do hereby acknowledge and agree that the County is not liable in any action arising out of this matter.

Property Owner B

__________________________________________  ______________________________________

Signature of Owners - Representative

__________________________________________

Print or Type Name and Title

STATE OF WASHINGTON )

) ss.

COUNTY OF

) ss.

I certify that I know or have satisfactory evidence that ____________________________ signed this instrument and acknowledged it to be his/her/their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this ___ day of ___________________________, ______.

[Notary Seal]

By: ____________________________

Notary Public residing at ____________________________

My Appointment Expires: ____________________________

Page 3
SITE PLAN

Attach a scaled drawing (labeled Exhibit A) showing the location of the present and proposed property boundaries, location of all buildings, water lines, septic systems, easements, streets, etc.

LEGAL DESCRIPTIONS

Present Legal Descriptions: You must attach a copy of the recorded document to this application.

Parcel A: See attached

Parcel B: See attached

New Legal Descriptions: At the time of recording you must attach the new document to convey the proposal, i.e. quit claim deed, warranty deed, etc.

Parcel A: See attached

Parcel B: See attached
EXISTING PARCEL 'A'
(TRACT B)

A PARCEL OF LAND LOCATED IS SECTION 27, TOWNSHIP 26 NORTH, RANGE 21, E.W.M., DOUGLAS COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER CORNER OF ABOVE SAID SECTION 27, THENCE NORTH 00°29'32" WEST FOR 2258.95 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF BRAYS LANDING ROAD; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY SOUTH 75°43'52" WEST FOR 1401.67 TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE EASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 36°55'17" FOR 32.22 FEET; THENCE SOUTH 07°29'52" EAST FOR 108.67 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2438.75 FEET, A CENTRAL ANGLE OF 04°50'42" FOR 206.22 FEET; THENCE SOUTH 12°11'34" EAST FOR 200.38 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 12°49'38" FOR 83.95 FEET; THENCE SOUTH 89°43'15" WEST FOR 82.76 FEET; THENCE SOUTH 10°01'48" WEST FOR 72.89 FEET; THENCE SOUTH 30°10'36" EAST FOR 181.95 FEET; THENCE SOUTH 56°53'06" EAST FOR 154.50 FEET; THENCE SOUTH 36°54'07" EAST FOR 573.43 FEET; THENCE SOUTH 44°04'07" EAST FOR 180.76 FEET; THENCE SOUTH 41°10'22" EAST FOR 187.00 FEET; THENCE SOUTH 01°15'17" WEST FOR 153.74 FEET; THENCE SOUTH 27°28'47" WEST FOR 161.83 FEET; THENCE SOUTH 15°32'34" WEST FOR 111.14 FEET; THENCE SOUTH 22°57'37" WEST FOR 117.08 FEET; THENCE SOUTH 09°38'34" WEST FOR 78.38 FEET; THENCE SOUTH 20°24'32" WEST FOR 31.87 FEET; THENCE NORTH 72°49'00" WEST FOR 222.44 FEET; THENCE NORTH 75°19'08" WEST FOR 110.65 FEET; THENCE NORTH 18°41'32" EAST FOR 186.24 FEET; THENCE NORTH 04°32'57" WEST FOR 403.16 FEET; THENCE NORTH 14°22'13" WEST FOR 63.44 FEET; THENCE NORTH 38°49'28" WEST FOR 110.19 FEET; THENCE SOUTH 82°40'21" WEST FOR 384.75 FEET; THENCE SOUTH 31°50'28" EAST FOR 288.34 FEET; THENCE SOUTH 17°06'55" EAST FOR 396.32 FEET; THENCE SOUTH 82°30'54" WEST FOR 200.92 FEET; THENCE NORTH 46°42'18" WEST FOR 444.28 FEET; THENCE NORTH 19°13'03" WEST FOR 121.63 FEET; THENCE SOUTH 76°34'54" WEST FOR 185.71 FEET; THENCE SOUTH 38°18'56" WEST FOR 145.99 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 375.80 FEET, A CENTRAL ANGLE OF 03°09'40" FOR 20.73 FEET; THENCE NORTH 67°39'49" WEST FOR 130.16 FEET; THENCE NORTH 22°20'11" EAST FOR 102.82 FEET; THENCE NORTH 35°58'23" WEST FOR 628.86 FEET; THENCE NORTH 04°57'59" EAST FOR 185.52 FEET; THENCE SOUTH 75°29'06" WEST FOR 316.72 FEET; THENCE SOUTH 23°58'44" WEST FOR 102.04 FEET; THENCE NORTH 75°00'15" WEST FOR 156.82 FEET; THENCE SOUTH 70°35'29" WEST FOR 540.73 FEET; THENCE NORTH 77°57'33" WEST FOR 107.08 FEET; THENCE NORTH 42°29'54" WEST FOR 313.22 FEET; THENCE NORTH 69°36'12" EAST FOR 953.97 FEET; THENCE NORTH 05°49'37" EAST FOR 374.09 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5769.58 FEET, A CENTRAL ANGLE OF 00°55'19" FOR 92.85 FEET:
THENCE NORTH 75°43'52" EAST FOR 422.55 FEET; THENCE SOUTH 14°16'08" EAST FOR 30.00
FEET; THENCE NORTH 75°43'52" EAST FOR 550.00 FEET; THENCE NORTH
14°16'08" WEST FOR 30.00 FEET; THENCE NORTH 75°43'52" EAST FOR 461.83 FEET
TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION THEREOF LYING
IN THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 27.
PROPOSED PARCEL A

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TOGETHER WITH A PARCEL OF LAND LOCATED IN SECTION 17, TOWNSHIP 26 NORTH, RANGE 21 E.W.M., DOUGLAS COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF ABOVE SAID SECTION 27; THENCE NORTH 00°29'32" WEST FOR 2258.95 FEET, TO THE SOUTHEASTERLY RIGHT OF WAY OF BRAYS LANDING ROAD; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY SOUTH 75°43'52" WEST FOR 1401.67 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE EASTERLY ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 85°48'30" EAST FOR 31.67 FEET, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 36°55'17" FOR 32.22 FEET; THENCE SOUTH 07°20'52" EAST FOR 108.67 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2438.75 FEET, A CENTRAL ANGLE OF 04°50'42" FOR 206.22 FEET; THENCE SOUTH 12°11'34" EAST FOR 200.38 FEET; THENCE ALONG A CURVE TO THE LEFT, WHOSE CHORD BEARS SOUTH 18°36'22" EAST FOR 83.78 FEET, HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 12°49'38" FOR 83.95 FEET; THENCE SOUTH 89°43'15" WEST FOR 1652.36 FEET; COMMENCING AT THE EAST QUARTER CORNER OF ABOVE SAID SECTION 27; THENCE NORTH 00°29'32" WEST FOR 2258.95 FEET, TO THE SOUTHEASTERLY RIGHT OF WAY OF BRAYS LANDING ROAD; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY SOUTH 75°43'52" WEST FOR 1401.67 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE EASTERLY ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 85°48'30" EAST FOR 31.67 FEET, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 36°55'17" FOR 32.22 FEET; THENCE SOUTH 07°20'52" EAST FOR 108.67 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2438.75 FEET, A CENTRAL ANGLE OF 04°50'42" FOR 206.22 FEET; THENCE SOUTH 12°11'34" EAST FOR 200.38 FEET; THENCE ALONG A CURVE TO THE LEFT, WHOSE CHORD BEARS SOUTH 18°36'22" EAST FOR 83.78 FEET, HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 12°49'38" FOR 83.95 FEET; THENCE SOUTH 89°43'15" WEST FOR 842.08 FEET; THENCE NORTH 10°53'43" WEST FOR A DISTANCE OF 412.83 FEET TO THE NORTHERLY RIGHT OF WAY OF BRAYS LANDING ROAD; THENCE ALONG SAID RIGHT OF WAY, NORTH 75°47'52" EAST FOR 179.84 FEET; THENCE NORTH 14°16'08" WEST FOR 30.00 FEET; THENCE NORTH 78°43'52" EAST FOR 461.83 FEET TO THE TRUE POINT OF BEGINNING
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EXHIBIT B

Property Map
EXHIBIT C

Proposed Declaration for the Birdie BLA
Return Document To: Douglas County TLS  
140 19th Street N.W.  
East Wenatchee, WA 98802

Document Title: Declaration Re: Boundary Line Adjustments
Related Document(s):
Grantor(s): Birdie Properties, LLC and Pro Desert, LLC
Grantee(s): Birdie Properties, LLC and Pro Desert, LLC
Legal Description: Portions of Section 27 and 34, Township 26 North, Range 21 East W.M.
Parcel Number(s): 26212710013, 26212740005, 26212740001, and 26212740002

DEVELOPMENT PROJECT

DECLARATION RE: BOUNDARY LINE ADJUSTMENTS
This Declaration is for the purpose of adjusting a boundary between the properties below.

<table>
<thead>
<tr>
<th>PROPERTY INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Parcel A</strong></td>
</tr>
<tr>
<td>Property Owner</td>
</tr>
<tr>
<td>Pro Desert, LLC</td>
</tr>
</tbody>
</table>

Name
PO Box 409
Address
Lynden, WA 98264

---

Name
801 Second Avenue, Suite 1200
Address
Seattle, WA 98104

---

Daytime Phone

Note: All persons or companies holding a financial interest in the property must be listed, i.e., banks, personal contract holders, etc.

<table>
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Address

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Address

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Parcel # 26212710013
Present Lot size: 25.52 acres
Proposed Lot size: 24.18 acres

Parcel # 26212740005
Present Lot size: 70.88 acres
Proposed Lot size: 87.66 acres

Street address (if applicable):

Section 27    Township 26     Range 21

DOUGLAS COUNTY TRANSPORTATION AND LAND SERVICES
This adjustment has been reviewed pursuant to R.C.W. 58.17 and Titles 17 and 18 of the Douglas County Code.
Processed By: ___________________________ Date: ___________________________
DECLARATION RE: BOUNDARY LINE ADJUSTMENTS

This Declaration is for the purpose of adjusting a boundary between the properties below.

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<thead>
<tr>
<th>Parcel C</th>
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<tbody>
<tr>
<td>Property Owner</td>
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</tr>
<tr>
<td>Pro Desert, LLC</td>
<td>Pro Desert, LLC</td>
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<tr>
<td>Name</td>
<td>Name</td>
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<tr>
<td>PO Box 409</td>
<td>PO Box 409</td>
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<tr>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td>Lynden, WA 98264</td>
<td>Lynden, WA 98264</td>
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<td>Daytime Phone</td>
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<tr>
<td>Parcel # 26212740001</td>
<td>Parcel # 26212740002</td>
</tr>
<tr>
<td>Present Lot size: 50.69 acres</td>
<td>Present Lot size: 90.99 acres</td>
</tr>
<tr>
<td>Proposed Lot size: 47.21 acres</td>
<td>Proposed Lot size: 80.78 acres</td>
</tr>
</tbody>
</table>

Street address (if applicable): __________________________
Section 27 Township 26 Range 21

DOUGLAS COUNTY TRANSPORTATION AND LAND SERVICES
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Processed By: __________________________ Date: __________________________
DECLARATION

Each of the undersigned does hereby declare and acknowledge:

1. Each of the undersigned owners for each parcel described below request the adjustment of the boundary for the parcels described below.

2. Payment of all current real property taxes, including delinquent taxes, interest and penalties, is a condition of adjustment of lot lines.

3. The resulting boundary line adjustment will not create additional parcel nor will the resulting parcels be inconsistent with performance standards with existing Douglas County Zoning Code.

4. The resulting boundary line adjustment of parcels does not remove or impinge upon any easements, covenants, restrictions or encumbrances affecting any of the parcels consolidated.

DISCLAIMER

Since a boundary line adjustment is exempt from the subdivision regulations, Douglas County assumes no liability in any action which may arise as a result of this boundary line adjustment. The owners of the properties represented herein do hereby acknowledge and agree that the County is not liable in any action arising out of this matter.

Property Owner A, B and D

________________________________________  __________________________________________

Signature of Owners - Representative

________________________________________

Print or Type Name and Title

STATE OF WASHINGTON      )
COUNTY OF                 ) ss.

I certify that I know or have satisfactory evidence that __________________________________________ spoke, read and signed this instrument and acknowledged it to be his/her/their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this ___ day of _________________________, _______.

[Notary Seal]

By:________________________________________

Notary Public residing at _______________________
My Appointment Expires:_____________________

Page 3
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Property Owner C

______________________________

Signature of Owners - Representative

______________________________

Print or Type Name and Title

STATE OF WASHINGTON )

) ss.

COUNTY OF )

I certify that I know or have satisfactory evidence that ________________________ signed this instrument and acknowledged it to be his/her/their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this ___ day of ____________________, ______.

[Notary Seal] By: ____________________________

Notary Public residing at _______________________

My Appointment Expires: _______________________

Page 4
SITE PLAN

Attach a scaled drawing (labeled Exhibit A) showing the location of the present and proposed property boundaries, location of all buildings, water lines, septic systems, easements, streets, etc.

LEGAL DESCRIPTIONS

Present Legal Descriptions: You must attach a copy of the recorded document to this application.

Parcel A: See attached

Parcel B: See attached

New Legal Descriptions: At the time of recording you must attach the new document to convey the proposal, i.e. quit claim deed, warranty deed, etc.

Parcel A: See attached

Parcel B: See attached
QUIT CLAIM DEED

Grantor: Birdie Properties, LLC

Grantee: Pro Desert, LLC

Abbreviated Legal: Portion of Section 27, Township 26 North, Range 21 East of the Willamette Meridian

Assessor's Property Tax Parcel Number: 26-21-27-100-16

The Grantors, Birdie Properties, LLC, for and in consideration ten and No/100 Dollars ($10.00) and other valuable consideration, convey and quit claims to Pro Desert, LLC, the Grantee, the following described real estate situated in Chelan County, Washington:

A parcel of land located in Section 27, Township 26 North, Range 21 E.W.M., Douglas County, Washington, more particularly described as follows:

Commencing at the East quarter corner of above said Section 27; thence North 00°29'32" West for 2258.95 feet, to the Southeasterly right of way of Brays Landing Road; thence Southwesterly along said right of way South 75°43'52" West for 1401.67 feet to the True Point of Beginning of this description; thence Easterly along a curve to the right whose chord bears South 85°48'30" East for 31.67 feet, having a radius of 50.00 feet, a central angle of 36°55'17" for 32.22 feet; thence South 07°20'52" East for 108.67 feet; thence along a curve to the left having a radius of 2438.75 feet, a central angle of 04°50'42" for 206.22 feet; thence South 12°11'34" East for 200.38 feet; thence along a curve to the left, whose chord bears South 18°36'22" East for 83.78 feet, having a radius of 375.00 feet, a central angle of 12°49'36" for 83.95 feet; thence South 89°43'15" West for 842.08 feet; thence North 10°53'43" East for a distance of 412.83 feet to the Southerly right of way of said Brays Landing Road; thence North 75°47'52" East along said right of way for a distance of 179.84 feet; thence North 14°16'03" West for a distance of 30.00 feet; thence North 78°43'52" East for a distance of 461.83 feet to the True Point of Beginning
SUBJECT to restrictions, reservations, covenants, right of way, water and water rights and easements apparent or of record.

DATED this ___ day of August, 2008

[Signatures]

State of Washington
County of King

I certify that I know or have satisfactory evidence that William H. Pierre, Jr. is/are the persons who appeared before me and said persons acknowledged that they signed this instrument, or oath stated that they were authorized to execute the instrument and acknowledged it to be the free and voluntary act of said party for the uses and purposes mentioned in the instrument.

Dated 8/6/08
Signature [Signature]
My Appointment Expires 5-20-11

State of Washington
County of Whatcom

I certify that I know or have satisfactory evidence that James A. Wynstra is/are the persons who appeared before me and said persons acknowledged that they signed this instrument, or oath stated that they were authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 8/12/08
Signature [Signature]
My Appointment Expires 10-15-09
Return Address

Norman Nelson
15 North Chelan Avenue
Wenatchee, WA 98801

QUIT CLAIM DEED

Grantor: Pro Desert, LLC

Grantee: Birdie Properties, LLC

Abbreviated Legal: Portion of Section 27, Township 26 North, Range 21 East of the Willamette Meridian

Assessor's Property Tax Parcel Number: 26-21-27-400-01, 26-21-27-400-02 and 26-21-27-100-13

The Grantors, Pro Desert, LLC for and in consideration ten and No/100 Dollars ($10.00) and other valuable consideration, convey and quit claims to Birdie Properties, LLC, the Grantee, the following described real estate situated in Chelan County, Washington:

Parcel A
A parcel of land located in Section 27, Township North, Range 21 E.W.M., Douglas County, Washington, more particularly described as follows: Commencing at the Southeast corner of above said Section 27; thence North 01°12'13" West along the section line for 1319.43 feet; thence South 89°29'52" West for 30.00 feet to the True Point of Beginning; thence continuing South 89°29'52" West 175.39 feet; thence North 06°45'05" West for a distance of 219.65 feet; thence 62.47 feet along a curve to the right, having a radius of 150.64 feet, a central angle of 23°45'32", with a chord bearing of North 05°07'44" East for a chord distance of 62.02 feet; thence North 17°00'27" East for a distance of 42.38 feet; thence South 83°06'58" East for a distance of 181.03 feet; thence South 00°40'59" East for a distance of 297.22 feet to the True Point of Beginning.

Parcel C
A parcel of land located in Section 27, Township 26 North, Range 21 East W.M. Douglas County, Washington more particularly described as follows: Beginning at the Southeast Section corner of above said Section 27; thence North 01°12'13" West along the section line for a distance of 1319.43 feet; thence South 89°29'52" West for a distance of 749.13 feet to the True Point of Beginning; thence
thence South 41°35'39" West for a distance of 81.81 feet; thence 62.54 feet along a curve to the left, having a radius of 75.00 feet, a central angle of 47°46'30", a chord bearing of South 17°42'25" West for a chord distance of 60.74 feet; thence South 06°10'50" East for a distance of 232.78 feet; thence 126.70 feet along a curve to the left, having a radius of 75.00 feet, a central angle of 96°47'41", a chord bearing of South 54°34'41" East for a chord distance of 112.17 feet; thence North 77°01'29" East for a distance of 923.03 feet; thence South 00°04'49" East for a distance of 195.62 feet; thence South 73°21'05" West for a distance of 140.43 feet; thence South 63°20'17" West for a distance of 134.97 feet; thence South 79°02'45" West for a distance of 132.04 feet; thence South 88°43'50" West for a distance of 281.06 feet; thence South 54°58'27" West for a distance of 232.79 feet; thence North 04°51'39" West for a distance of 74.76 feet; thence North 83°46'33" West for a distance of 101.97 feet to the True Point of Beginning.

Parcel D2
A parcel of land located in Sections 27 and 34, Township 26 North, Range 21. E.W.M., Douglas County, Washington, more particularly described as follows:
thence South 89°31'09" West along the section line for 362.41 feet; thence North 00°40'06" West for 1332.51 feet; thence North 00°39'10" West for 139.81 feet; thence South 79°04'59" West for 102.69 feet; thence South 36°24'07" West for 79.60 feet; thence North 72°19'28" West for 69.20 feet; thence South 07°11'09" West for 83.06 feet; thence South 86°05'49" West for 150.00 feet; thence South 63°58'00" West for 232.33 feet; thence North 64°16'42" West for 46.79 feet; thence South 26°16'59" West for 56.32 feet; thence South 72°20'33" West for 74.80 feet; thence North 61°26'08" West for 225.10 feet; thence South 86°15'08" West for 66.00 feet to the West line of the Southeast quarter of the Southwest quarter of said Section 27; thence North 00°43'16" West along said Westerly line of the Southeast quarter of the Southwest quarter, and the Northeast quarter of the Southwest quarter for 163.50 feet; thence North 66°15'43" East for 566.63 feet; thence North 67°47'08" East for 50.88 feet; thence North 88°43'53" East for 250.13 feet; thence South 89°45'11" East for 241.08 feet; thence North 79°25'53" East for 256.42 feet; thence South 50°37'48" East for 85.76 feet; thence South 89°51'28" East for 19.94 feet; thence South 55°07'48" East for 131.84 feet; thence North 54°53'39" East for 54.28 feet; thence South 00°35'36" East for 155.82 feet; thence North 89°51'28" West for 81.15 feet; thence South 39°22'12" West for 88.89 feet; thence South 00°03'27" West for 771.76 feet; thence South 41°36'37" East for 108.73 feet; thence South 58°14'46" East for 137.33 feet to the True Point of Beginning; thence South 78°12'33" East for a distance of 133.25 feet; thence North 67°26'56" East for a distance of 65.24 feet; thence South 82°07'59" East for a distance of 53.69 feet; thence South 39°09'23" West for a distance of 113.08 feet; thence South 58°45'34" West for a distance of 77.15 feet; thence North 37°48'39" West for a distance of 173.73 feet to the True Point of Beginning.
Parcel D3
A parcel of land located in Sections 27 and 34, Township 26 North, Range 21, E.W.M., Douglas County, Washington, more particularly described as follows:
Commencing at the South quarter corner of above said Section 27, thence South 89°31'09" West along the section line for 362.41 feet, thence North 00°40'06" West for 1332.51 feet; thence North 00°39'10" West for 139.81 feet; thence South 79°04'59" West for 102.69 feet; thence South 36°24'07" West for 79.60 feet; thence North 72°19'28" West for 69.20 feet; thence South 07°11'09" West for 83.06 feet; thence South 86°05'49" West for 150.00 feet; thence South 63°58'00" West for 232.33 feet; thence North 64°16'42" West for 46.79 feet; thence South 26°16'59" West for 56.32 feet; thence South 72°20'33" West for 74.80 feet; thence North 61°26'08" West for 225.10 feet; thence South 66°15'08" West for 66.00 feet to the West line of the Southeast quarter of the Southwest quarter of said Section 27; thence North 00°43'16" West along said Westerly line of the Southeast quarter of the Southwest quarter, and the Northeast quarter of the Southwest quarter for 163.50 feet; thence North 66°15'43" East for 566.63 feet; thence North 67°47'08" East for a distance of 50.88 feet; thence North 88°43'53" East for 250.13 feet; thence South 59°45'11" East for 241.08 feet; thence North 79°25'53" East for 21.32 feet to the True Point of Beginning; thence North 79°25'53" East for 235.11 feet; thence South 50°37'48" East for 86.76 feet; thence South 89°51'29" East for a distance of 19.54 feet; thence South 35°07'48" East for 131.84 feet; thence North 54°53'39" East for a distance of 54.28 feet; thence South 90°35'36" East for a distance of 155.82 feet; thence North 89°51'28" West for a distance of 81.15 feet; thence South 39°22'12" West for a distance of 88.89 feet; thence South 00°03'27" East for a distance of 215.23 feet; thence North 24°48'01" West for a distance of 525.16 feet; thence North 57°55'32" West for a distance of 96.79 feet to the True Point of Beginning.
SUBJECT to restrictions, reservations, covenants, right of way, water and water rights and easements apparent or of record.

DATED this 6th day of AUGUST, 2008

[Signatures]
Pro Desert, LLC  Birdie Properties, LLC
Pres.  Member

State of Washington  County of King

I certify that I know or have satisfactory evidence that William H. Pierre, Jr. is/are the persons who appeared before me and said persons acknowledged that they signed this instrument, or oath stated that they were authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 8/6/08
Signature  [Signature]
My Appointment Expires 5-20-11

State of Washington  County of Thurston

I certify that I know or have satisfactory evidence that James A. Winters is/are the persons who appeared before me and said persons acknowledged that they signed this instrument, or oath stated that they were authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 8-12-08
Signature  [Signature]
My Appointment Expires 10-15-09