WATER SERVICE AGREEMENT

This Water Service Agreement (the "Agreement") is dated November 26, 2007, and made by and between Desert Canyon Utility Co., a Washington corporation (the "DC Utility"), and Pro Desert LLC, a Washington limited liability company (the "Pro Desert"), with reference to the following facts:

A. Pro Desert is in the process of purchasing that certain land and improvements from General Electric Credit Equities, Inc. ("GE Credit"), known as Desert Canyon Golf Course (the "GE Property"), which is located in Douglas County, Washington. The acquisition will be financed by GE 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 provided by GE Capital.

B. DC Utility is in the business of providing domestic and irrigation water to the homes and businesses surrounding the GE Property.

C. On or about May 8, 1997, DC Utility executed that certain Water Service Agreement with Desert Canyon Associates, a Washington general partnership (the "Water Agreement"). The Water Agreement was subsequently amended pursuant to that certain Amendment between said parties dated September 23, 1998. GE Credit acquired the GE Property from Desert Canyon Associates in foreclosure proceedings, including the rights of Desert Canyon Associates in the Water Agreement, as amended.

D. Pro Desert and DC Utility have agreed to amend and restate the Water Agreement in anticipation of Pro Desert's acquisition of the GE Property, as provided in this Agreement; provided, however, the effective date of this Agreement shall be the date upon which the Pro Desert acquires the GE Property.

IN CONSIDERATION of mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Effective Date; Termination of Water Agreement. This Agreement shall become binding on the parties on the date (the "Effective Date") that Pro Desert acquires the GE Property, without any further documentation, and on the Effective Date, the Water Agreement shall terminate, and all claims and damages against Pro Desert, GE Credit, and GE Capital in favor of DC Utility, shall be waived.

2. Water Service. DC Utility shall supply Pro Desert with irrigation water for use by Pro Desert to irrigate the GE Property for a period of ten (10) years after the Effective Date of this Agreement. This Agreement shall be automatically extend for two additional ten (10) years, if the parties are able to agree on the fee charged by DC Utility for irrigation water prior to the commencement of each extension period provided, any changes in fees for the irrigation water shall be no less favorable than provided to other land owners (owning more than 50 acres) receiving irrigation water from DC Utility; and further provided, if they are unable to agree on such fees prior to the commencement of an extension period, the parties shall submit the matter to binding arbitration as provided herein; provided, further, DC Utility shall continue to provide Pro Desert
with irrigation water at the then current rate while the arbitration proceedings are pending and after the conclusion of the arbitration proceedings.

3. **Domestic Water.** DC Utility shall also supply Pro Desert with domestic water for use by Pro Desert on the GE Property. The fees for domestic water to Pro Desert shall be charged at the same rate and according to the same terms and conditions as DC Utility provides to other domestic water users in the Desert Canyon development.

4. **Irrigation Water.** From and after the purchase of the GE Property by Pro Desert, DC Utility shall provide irrigation water to Pro Desert for use in connection with the GE Property, at the annual rate of $125,000 per year (the "Annual Rate"), paid in equal monthly installments on the first day of each calendar month, in arrears; provided, if the irrigation water consumed by Pro Desert in connection with the GE Property exceeds 1,000 acre feet per year, then Pro Desert shall pay to DC Utility the cost of such additional water, within ten days after receipt of a billing for such additional usage. The monthly fee due for the month in which the acquisition of the GE Property occurs, shall be prorated. Notwithstanding the foregoing, by mutual agreement of DC Utility and Pro Desert, the Annual Rate may be allocated and charged on a seasonal basis, to more accurately allocate the fees based on water usage. Moreover, the Annual Rate shall be increased for cost of living increases, on each annual anniversary date of the purchase of the GE Property, by 2.5% of the Annual Rate charged for the preceding 12 month period. Any payment made within ten days of the due date shall be deemed timely made; provided, payments received thereafter shall bear interest at the rate of 12% per annum from the due date thereof until paid in full. The Annual Rate stated above, as adjusted for cost of living increases, is an all inclusive fee and there will be no other costs charged for providing irrigation water.

5. **Central Nitrate Filtration System.** After the date of this Agreement, DC Utility shall install a Central Nitrate Filtration System for use in connection with the domestic water provided by said company. Said system shall be installed in compliance with all federal, state, and local water quality standards and Water System Association requirements. The parties anticipate that installation will be financed in part by a loan of $1,200,000, which will be paid over a maximum period of 20 years. DC Utility shall make its best effort to install the system prior to the time required by the Department of Health, for the State of Washington, and to remove the "yellow tag" status of the water system to allow for new development as soon as reasonably possible. If the system is not installed and operating by December 31, 2008, DC Utility shall be in default hereunder. All costs of installation shall be paid initially by DC Utility; provided, the costs thereof shall be assessed against its customers, including property owned by Pro Desert and/or its affiliates serviced by DC Utility, and provided further that such assessment against the property owned by Pro Desert shall be based only on Pro Desert's domestic water consumption. Notwithstanding the foregoing, if DC Utility is unable, by reason of any event of Force Majeure, to complete the installation of the Central Nitrate Filtration System by December 31, 2008, and upon such party giving written notice of such event as soon as practicable, after the occurrence thereof, said obligation of DC Utility, shall be extended to the extent and for the period of such Force Majeure condition. DC Utility shall use its best efforts to remedy such Force Majeure condition. The term "Force Majeure" as used herein shall mean acts of God, earthquakes, fire, flood or the elements, riots, strikes, lockouts, boycotts, wars, acts of the public enemy, explosions, breakdown or failure of transportation, compliance with any directive, order, or regulation of any governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the
control of DC Utility and which, by the exercise of due diligence, it is unable to prevent or overcome.

6. **Collateral Assignment.** DC Utility acknowledges that Pro Desert's rights under this Agreement may be assigned to GE Capital. DC Utility agrees to continue to perform all of its obligations under this Agreement in the event GE Capital acquires Pro Desert's interest under this Agreement.

7. **Grant of Easement and License.** DC Utility hereby grants to Pro Desert, and its successors and assigns, an irrevocable easement and license covering all facilities and properties owned, used, leased or operated by DC Utility for the express purpose of permitting Pro Desert (or its successors and assigns) to ensure a continued supply of water to the GE Property pursuant to this Agreement. The facilities and properties covered hereby include, without limitation, any and all water transmission and distribution systems, pipelines, water pumping systems and other facilities and properties necessary to provide water to the GE Property. Pro Desert, and its successors and assigns, shall have the right at all times to enter on to such facilities and properties in order to ensure the continued supply of water to GE Property. DC Utility and Pro Desert acknowledge and agree that GE Capital will be a successor of Pro Desert in the event GE Capital acquires Pro Desert's interest in the GE Property.

8. **Termination/Modification.** Until all of Pro Desert's obligations to GE Capital are fully paid and satisfied, DC Utility and Desert Canyon shall neither amend nor terminate this Agreement without the prior written consent of GE Capital. DC Utility acknowledges that GE Capital would not extend its loan to Pro Desert but for this Agreement, and that any amendment or termination of this Agreement without the prior written consent of GE Capital would damage GE Capital.

9. **Arbitration.** Any dispute concerning the interpretation of this Agreement, which cannot be resolved within 60 days after the commencement of the dispute, shall be determined by binding arbitration in accordance with the Superior Court Mandatory Arbitration Rules for the State of Washington. If the parties are not able to agree upon a single arbitrator within ten (10) days following demand therefor, then the arbitrator shall be appointed by the Washington Arbitration and Mediation Service. Any arbitrator must be independent, and shall have no prior business or personal relationship with any of the parties or their Affiliates and no prior business or personal relationship with the attorneys, accountants or other professional advisors of any of the parties or their affiliates of such nature as to cause actual bias or a reasonable appearance of bias. The decision of the arbitrator shall be final and binding upon the parties as to the question or questions submitted, and a judgment upon an award rendered in the arbitration proceedings may be entered in any court of competent jurisdiction. Each party shall pay one-half of the arbitrator's fees and costs, unless one party is ruled the prevailing party by the arbitrator, in which case the arbitrator, subsequent to the arbitration itself, may direct the non-prevailing party to pay the prevailing party's arbitrator's fees, as well as the prevailing party's attorneys fees and costs. The arbitration shall be brought in King County, Washington unless the parties mutually agree on a location outside said County.

10. **Memorandum.** This Agreement shall run with the Land, and the Memorandum of Water Service Agreement attached hereto as Exhibit A, shall be executed at the time this
Agreement is executed, and may be recorded by either party in the real estate records of Douglas County, Washington.

11. **Miscellaneous.** This Agreement: (i) shall be governed by and construed in accordance with the 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 executed in any number of counterparts with the same affect as if all the parties had signed the Agreement, and all counterparts shall be construed together and evidence only one agreement; 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 or e-mail 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 e-mail or facsimile-transmitted signatures by signing an original hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Desert Canyon Utility Co.                        Pro Desert LLC

By:_________________________________________     By:_________________________________________
    James P. Pierre, President                 James A. Wynsta, Manager

L:\pierja\DesertCanyon\water agr11.doc
EXHIBIT A

Memorandum of Water Service Agreement

After filing return to:

MEMORANDUM OF WATER SERVICE AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into this ___ day of _____________, 200__, by and between the DESERT CANYON UTILITY CO., a Washington corporation ("DC Utility"), and PRO DESERT LLC, a Washington limited liability company ("Pro Desert").

1. **Purpose.** This Memorandum is prepared for the purpose of recordation to give notice of the agreement between the parties, whereby DC Utility will provide irrigation water to Pro Desert, its successors and assigns.

2. **Runs With The Land.** The parties have agreed that the Agreement runs with the land described on the attached Exhibit A.

EXECUTED effective as of the date first above written.

DC UTILITY:

DESERT CANYON UTILITY CO., a Washington corporation

By: ____________________________
James P. Pierre, President

STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that James P. Pierre is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of the DESERT CANYON UTILITY CO. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me this _____ day of _____________, 2007.

Print Name: ____________________________

NOTARY PUBLIC in and for the State of
Washington, residing at ________________________
My Commission Expires: ________________________
PRO DESERT:

PRO DESERT LLC,
a Washington limited liability company

By: __________________________
    George F. Garlick, Manager

STATE OF WASHINGTON  
COUNTY OF KING

I certify that I know or have satisfactory evidence that James A. Wynstra is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the manager of Pro Desert LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me this ______ day of __________, 2007.

Print Name: __________________________
NOTARY PUBLIC in and for the State of Washington, residing at __________________________
My Commission Expires: ______________

-6-
EXHIBIT A

[legal description of the golf course property]
AGREEMENT

THIS AGREEMENT is made and entered into by and between BIRDIE PROPERTIES, LLC, a Washington limited liability company (hereinafter "Birdie"), HOMESTEAD NORTHWEST, INC., a Washington corporation (hereinafter "Homestead"), DESERT CANYON UTILITY CO., a Washington corporation (hereinafter "Utility Company") and PPR RIVER, LLC, a Washington limited liability company (hereinafter "PPR").

WITNESSETH

WHEREAS, Birdie now owns approximately eighty (80) acres of developable property surrounding the Desert Canyon golf course located in Douglas County, Washington;

WHEREAS, Homestead has purchased two (2) parcels of real property surrounding said Desert Canyon Golf Course and is in the process of developing said property; and

WHEREAS, the Utility Company provides both domestic and irrigation water serving the Desert Canyon development; and

WHEREAS, PPR is in the process of developing a second Desert Canyon golf course to be located along the Columbia River in Douglas County, Washington; and

WHEREAS, all of the parties hereto have mutual interests to facilitate development of the property surrounding Desert Canyon golf course.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

1. Allocation of Single and Multi-Family Housing Sites. There is currently a master plan for the development of the Desert Canyon property, which has been approved by Douglas County Transportation and Land Services Department. 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 desire to agree upon an allocation of the remaining density between Birdie and Homestead. Birdie is hereby allocated 150 sites, 54 of which are single family and 102 of which are multi-family sites. Provided, the above allocation to Birdie is predicated on Douglas County allowing for 400 multi-family sites. If Douglas County allows for less than 400 multi-family sites, the multi-family sites allocated to Birdie would be reduced on a pro rata basis in accordance with the sites allowed by the Douglas County Planning authorities. Provided, however, in no event shall Birdie receive less than 54
2. **Wedge Property.** Birdie is in the process of acquiring a parcel of land from Lucky Badger Orchards. Homestead is interested in acquiring a portion of the parcel of land Birdie is acquiring from Lucky Badger Orchards. Birdie hereby agrees to sell said wedge parcel to Homestead for the purchase price of Seventy Five Thousand and No/100 Dollars ($75,000.00) payable in cash at closing with the parties intending to close on or before September 1, 2005. Birdie hereby agrees to survey the wedge parcel Homestead desires to purchase and then enter into a binding purchase and sale agreement concerning said parcel.

3. **Water.** The Utility Company hereby covenants and agrees to provide domestic and irrigation water to any Desert Canyon properties developed by Homestead and will enter into a fifteen (15) year water contract for both domestic and irrigation water with regard to any Desert Canyon property developed by Homestead. The water service contract shall provide for hook-up fees of Three Thousand and No/100 Dollars ($3,000.00) per unit plus the cost of installation of nitrate filtration system with regard to said unit. The costs of the water provided by the Utility Company to any property developed by Homestead pursuant to the fifteen (15) year water contract shall be based upon the same rate currently charged for domestic water service to the existing Homestead developments within the Desert Canyon development and shall provide for a cost of living increase adjustment at the end of each five (5) year term during the term of the contract. The contract will also provide for an option to renew the water service agreement for an additional fifteen (15) year period. In the event the option is exercised the cost of the water shall be set at the fair market value of the water at that date. Irrigation water costs shall be established at the current fair market value on a per-acre foot basis which value shall be established and included in the contract. The water service contract will also provide the utility company with the ability to impose a special assessment on each unit should there be a catastrophic event, such as fire or earthquake, that damages or destroys the water system and the damages are not covered by insurance held by the Utility Company.

4. **Right of First Refusal.** Birdie hereby covenants and agrees to grant to Homestead the right of first refusal with regard to the purchase of the eighty (80) acre parcel at Desert Canyon owned by Birdie. Similarly, PFR will provide Homestead with a right of first refusal with regard to property at the Desert Canyon river course which is being pursued at the present time.

5. **Further Documents.** The parties hereby agree to pursue completion of further and additional documents necessary to implement the terms of this agreement, including the water service contract, and rights of first refusal agreements.
8. **Entire Agreement.** This agreement contains the entire agreement between the parties hereto, and there are no verbal or other agreements which modify or affect this agreement except as referenced herein.

7. **Costs of Enforcement.** In the event any party employs an attorney to enforce any covenant of this agreement or to pursue any other remedy or default as herein provided, or by law, the prevailing party shall be entitled to recover a reasonable sum for attorney’s fees, and all other costs and expenses.

DATED this 10th day of May, 2005.

BIRDIE PROPERTIES, LLC, a Washington Limited Liability Company

By [Signature]

HOMESTEAD NORTHWEST, INC., a Washington Corporation

By [Signature]

DESERT CANYON UTILITY CO., a Washington Corporation

By [Signature]

PPR RIVER, LLC, a Washington Limited Liability Company

By [Signature]
TO: Bill Chrysler  
Homestead Farms  
May 25, 2005
RE: Signed copy of  
Birdie Properties Agreement
FROM: Rick Rekdal  
360.354.5614  
# of PAGES: 4  
(including this cover sheet)

NOTES:  
Good Afternoon!

If you have any questions, or do not receive all of the pages, please do not hesitate to contact me with any questions.

Sincerely,

Krista Heys  
206.344.7552  
kheys@e-h.com

CONFIDENTIALITY NOTICE
The information contained in the facsimile message is legally privileged and/or confidential information intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this facsimile or its content is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone, (206) 622-1326, and return the original facsimile message to us by mail or destroy it without making a copy. Thank you.
TO: Bill Chrysler  
Homestead Farms  
May 25, 2005

RE: Signed copy of Birdie Properties Agreement  
FAX NBR: 360.354.5614

FROM: Rick Rekdal  
# of PAGES: 4  
(including this cover sheet)

NOTES:  
Good Afternoon!

If you have any questions, or do not receive all of the pages, please do not hesitate to contact me with any questions.

Sincerely,

Krista Heys  
206.344.7552  
kheys@c-h.com

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Clothier & Head, PS  
Certified Public Accountants  
1301 Fifth Avenue, Suite 2800  
Seattle, WA 98101  
Phone (206) 822-1326  
Fax (206) 822-4486  

*DO NOT FAX CONFIDENTIAL INFORMATION WITHOUT NOTIFYING RECEIVER*
AGREEMENT

THIS AGREEMENT is made and entered into by and between BIRDIE PROPERTIES, LLC, a Washington limited liability company (hereinafter "Birdie"), HOMESTEAD NORTHWEST, INC., a Washington corporation (hereinafter "Homestead"), DESERT CANYON UTILITY CO., a Washington corporation (hereinafter "Utility Company") and PPR RIVER, LLC, a Washington limited liability company (hereinafter "PPR").

WITNESSETH

WHEREAS, Birdie now owns approximately eighty (80) acres of developable property surrounding the Desert Canyon golf course located in Douglas County, Washington;

WHEREAS, Homestead has purchased two (2) parcels of real property surrounding said Desert Canyon Golf Course and is in the process of developing said property; and

WHEREAS, the Utility Company provides both domestic and irrigation water serving the Desert Canyon development; and

WHEREAS, PPR is in the process of developing a second Desert Canyon golf course to be located along the Columbia River in Douglas County, Washington; and

WHEREAS, all of the parties hereto have mutual interests to facilitate development of the property surrounding Desert Canyon golf course.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

1. Allocation of Single and Multi-Family Housing Sites. There is currently a master plan for the development of the Desert Canyon property, which has been approved by Douglas County Transportation and Land Services Department. 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 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 and 102 of which are multi-family sites. Provided, the above allocation to Birdie is predicated on Douglas County allowing for 400 multi-family sites. If Douglas County allows for less than 400 multi-family sites, the multi-family sites allocated to Birdie would be reduced on a pro rata basis in accordance with the sites allowed by the Douglas County Planning authorities. Provided, however, in no event shall Birdie receive less than 54.
single family sites and 46 multi-family sites for a total of 100 sites.

2. **Wedge Property.** Birdie is in the process of acquiring a parcel of land from Lucky Badger Orchards. Homestead is interested in acquiring a portion of the parcel of land Birdie is acquiring from Lucky Badger Orchards. Birdie hereby agrees to sell said wedge parcel to Homestead for the purchase price of Seventy Five Thousand and No/100 Dollars ($75,000.00) payable in cash at closing with the parties intending to close on or before September 1, 2005. Birdie hereby agrees to survey the wedge parcel Homestead desires to purchase and then enter into a binding purchase and sale agreement concerning said parcel.

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4. **Right of First Refusal.** Birdie hereby covenants and agrees to grant to Homestead the right of first refusal with regard to the purchase of the eighty (80) acre parcel at Desert Canyon owned by Birdie. Similarly, PPR will provide Homestead with a right of first refusal with regard to property at the Desert Canyon river course which is being pursued at the present time.

5. **Further Documents.** The parties hereby agree to pursue completion of further and additional documents necessary to implement the terms of this agreement, including the water service contract, and rights of first refusal agreements.
6. Entire Agreement. This agreement contains the entire agreement between the parties hereof, and there are no verbal or other agreements which modify or affect this agreement except as referenced herein.

7. Costs of Enforcement. In the event any party employs an attorney to enforce any covenant of this agreement or to pursue any other remedy or default as herein provided, or by law, the prevailing party shall be entitled to recover a reasonable sum for attorney's fees, and all other costs and expenses.

DATED this ___ day of May, 2005.

BIRDIE PROPERTIES, LLC, a Washington Limited Liability Company

By ____________________________

HOMESTEAD NORTHWEST, INC., a Washington Corporation

By ____________________________

DESERT CANYON UTILITY CO., a Washington Corporation

By ____________________________

PPR RIVER, LLC, a Washington Limited Liability Company

By ____________________________
SECTION B – PLEASE WRITE IN THE SOURCES OF THE FOLLOWING UTILITIES/FACILITIES

Irrigation District or Assoc.: Desert Canyon Utility Co. Fire District: Douglas County FD #4-Orondo
Method of Sewage Disposal: On-site Septic Systems Power Source: Douglas County PUD No. 1

SECTION C

I (We) acknowledge that:

1. The information, plans, maps and other materials submitted on and with this application are, to the best of my/our knowledge, a true and accurate representation of this proposal;
2. This application shall be subject to all additions to and changes in the laws, regulations and ordinances applicable to the proposed development until a determination of completeness has been made pursuant to DCC 14.08.030;
3. Douglas County does not guarantee success of this permit application, and/or the issuance of an affirmative notice of action. The County's assistance to the applicant(s)/owner(s) does not preclude the need to address impacts raised by the public or by other federal, state or local agencies;
4. In the event of any legal proceeding to challenge this application, any environmental determination or any other aspect of the proposed development, the Applicant(s)/Owner(s) shall be solely responsible to defend such challenge and pay all court costs and attorney's fees necessary for such defense;
5. If the Applicant is not the owner of the real property which is the subject of the permit application, this application and acknowledgment shall also be executed by each owner;
6. Only that person identified in Section A as the “Authorized Agent” will receive correspondence and notices regarding this application.
7. All persons executing this acknowledgment in a representative capacity shall be personally liable and hereby personally guarantee payment of all fees, expenses and costs required by this application.
8. If the applicant(s), representative(s) and/or owner(s) fail to respond to a request by the Department to submit additional information, or the applicant(s), representative(s) and/or owner(s) request, orally or in writing, that further processing be suspended or postponed, and if such failure to respond or requested suspension/postponement exceeds six months, the application shall be considered abandoned and all proposed development, uses and activities shall only be further considered in the submission of a new application and fees; and
9. This application does not constitute approval of the proposed development activity and it is acknowledged that additional permit applications and approvals may be necessary to conduct specific activities.

DATED: 12-19-05
Applicant

DATED: 12-19-05
Owner

DATED: 12-19-05
Applicant