

WARRANTY DEED

1-5-6-A-100
SL-12340

In the Matter of State Route 140, Washougal River Bridge Vicinity

KNOW ALL MEN BY THESE PRESENTS, That the Grantors,

RIVERSIDE GROCERY & CAFE, INC., a Washington Corporation, and
ELDON D. HELLER and J. COLLEENE HELLER, husband and wife, and
CARL E. LEHMAN, as his separate estate,

for and in consideration of the sum of Ten and no/100 (\$10.00) ----- Dollars,
and other valuable consideration hereby convey and warrant to the STATE OF WASHINGTON, the
following described real estate situated in Skamania County, in the State of Washington, to
the same extent and purpose as if the rights herein granted had been acquired under Eminent
Domain statute of the State of Washington:

All that portion of the hereinafter described Parcel "A" lying northerly and westerly of the
following described line:

Beginning at a point opposite and 30 feet southeasterly from Highway Engineer's Station
(hereinafter referred to as HES) 8+37.03 on the centerline (WRR Line) of Washougal River
Road, SR 140, Washougal River Bridge Vicinity; thence southeasterly to a point opposite and
50 feet southeasterly from HES 8+48.13 on said WRR Line; thence southwesterly parallel with
said WRR Line to a point opposite HES WRR 6+00; thence southwesterly to a point opposite and
55.58 feet easterly from HES 10+85 on the centerline of SR 140; thence southwesterly to a
point opposite HES 12+25 on said SR 140 centerline and 34.88 feet easterly therefrom; thence
easterly to a point opposite said HES 12+25 and 50 feet easterly therefrom; thence south
00° 43' 17" west to the center of the Washougal River and the end of this line description.

PARCEL "A":

The following described real property located in Skamania County, State
of Washington, to-wit:

A tract of land located in Section 6, Township 1 North, Range 5 East of
the Willamette Meridian, and in Section 31, Township 2 North, Range 5
East of the Willamette Meridian, described as follows:

Beginning at a point which is an iron pipe in the centerline of a 30
foot road, said pipe being 198.4 feet South and 159 feet West of the
section corner common to Sections 31 and 32, Township 2 North, Range 5
East of the Willamette Meridian, and Sections 5 and 6, Township 1 North,
Range 5 East of the Willamette Meridian; thence South 02° East 351.9 feet
to an iron pipe on the river bank; thence following the meanderings of
the Washougal River North 31° 22' West 344 feet to a point; thence North
42° 05' West 192 feet to a point; thence North 51° 25' West 106.1 feet
to a point; thence North 64° 59' West 174 feet to a point; thence South
67° 54' West 160.1 feet to a point in the centerline of the bridge over
the Washougal River; thence following the centerline of the highway North
08° 31' East 137.8 feet to a point in the road intersection; thence
following the centerline of the county road North 48° 05' East 389.2 feet
to an iron pipe at the intersection of a 30 foot road; thence following
the centerline of said 30 foot road South 66° 24' East 132.1 feet to a
point; thence South 40° 41' East 171.7 feet to a point; thence South 05° 17'
East 200.2 feet to a point; thence South 34° 42' East 216.4 feet to the
point of beginning.

Together with all that portion of the vacated County Road No. 297 (Steel
Bridge Park Road) that runs over and across the above described property

EXCEPT that portion thereof described as follows:

Beginning at a point marked by an iron pipe which was formerly the
centerline of a 30 foot road, said pipe being 198.4 feet South and 159
feet West of the section corner common to Sections 31 and 32, Township
2 North, Range 5 East of the Willamette Meridian, and Sections 5 and 6,
Township 1 North, Range 5 East of the Willamette Meridian; thence South
02° 00' East 351.9 feet to an iron pipe on the river bank; thence
following the meanderings of the Washougal River downstream North 31° 22'
West 344.0 feet to a point; thence North 42° 05' West 192.0 feet to a
point; thence North 51° 25' West 106.1 feet to a point; thence North
64° 59' West 174.0 feet to a point; thence South 67° 54' West 59.7 feet
to an iron pipe; thence departing from meanderings of said river North
48° 54' East 260.2 feet to an iron pipe; thence North 36° 45' East 185.0
feet to an iron pipe in the center of a 30 foot used roadway; thence
following the centerline of said road South 66° 24' East 34.1 feet to an

(Cont'd)



Skamania County Assessor By: [Signature]

Amount Paid \$10.00
JUN 1 1981
TRANSACTION EXCISE TAX
No. 9220

STATE OF WASHINGTON
DEPARTMENT OF REVENUE
OFFICE OF THE TAXPAYER
FOR EXCISE TAX
ON INSTRUMENTS
IN THE STATE OF WASHINGTON

Parcel "A" description (Cont'd)

iron pipe; thence South 40° 41' East 171.7 feet to an iron pipe; thence departing from said roadway South 05° 17' East 200.2 feet to an iron pipe; thence South 34° 42' East 216.4 feet to the point of beginning.

ALSO, EXCEPT right of way for Washougal River Road and that portion of Dolan Road attaching to the above described exception.

The lands herein conveyed contain an area of 2,790 square feet, more or less, the specific details concerning all of which are to be found within that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia and bearing date of approval January 9, 1981.

It is understood and agreed that the State or its agent will resurface Dolan Road within highway right of way. *W.C.A.F. M.S.F.*

Also, as a part consideration, the State or its agent will construct a road approach not to exceed 30 feet in width at/or near HES 11+05 Lt. on the SR 140 Line, and an approach not to exceed 30 feet in width at/or near HES 6+40 on the WRR Line of said SR 140.

It is further understood and agreed that the buried gasoline tanks located partially on highway right of way and the grantors' lands are purchased herein by the State, and that it shall be the State's responsibility to fill said tanks with a sand-slurry mix.

It is understood and agreed that the above-mentioned road approaches shall be maintained between the shoulder line and right of way line by the grantors or their assigns.

The grantors further grant to the State or its agent the right to enter upon the grantors' remainder lands, where necessary, to perform all above-mentioned construction.

The undersigned agree to payment of the entire consideration for the lands and rights conveyed to Riverside Grocery & Cafe, Inc., and further direct that the State's voucher in payment thereof need be signed only by said payees.

The undersigned grantors agree to surrender occupancy of the lands and rights herein conveyed upon receipt of payment.

It is understood and agreed that the delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation, by its Secretary of his duly authorized representative.

Dated this 20th day of April, 1981.

RIVERSIDE GROCERY & CAFE, INC.,
a Washington Corporation

Accepted and approved:

Date May 18, 1981

STATE OF WASHINGTON
Department of Transportation

By [Signature]
Title: Acting Chief of Staff

By: Theodore R. Fuller
THEODORE R. FULLER, President

By: Marcus L. Fuller
MARCUS L. FULLER Vice-President

By: Charrol A. Fuller
CHARROL A. FULLER Sec.-Treasurer

Eldon D. Heller
ELDON D. HELLER

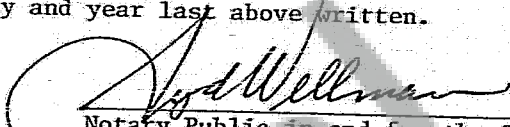
Colleene Heller
COLLEENE HELLER

Carl E. Lehman
CARL E. LEHMAN

STATE OF WASHINGTON)
County of CLARK) SS.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 23rd day of April, 1981 personally appeared before me Eldon D. Heller and J. Colleen Heller to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

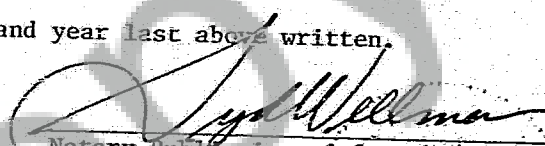
Given under my hand and official seal the day and year last above written.


Notary Public in and for the State
of Washington, residing at Vancouver

STATE OF WASHINGTON)
County of Shamania) SS.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 20th day of April, 1981 personally appeared before me Carl E. Lehman to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

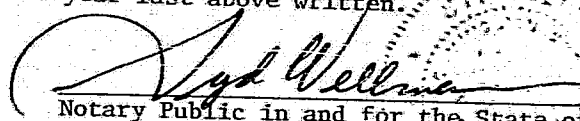
Given under my hand and official seal the day and year last above written.


Notary Public in and for the State
of Washington, residing at Vancouver

STATE OF WASHINGTON)
County of Shamania) SS.

On this 20th day of April 1981, before me personally appeared Theodore R. Fuller, Marcum L. Fuller, and Charrol A. Fuller to me known to be the President, Vice President and Secretary Treasurers of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.


Notary Public in and for the State of
Washington, residing at Vancouver