



98147

BOOK 60 PAGE 685

CLARK COUNTY TITLE COMPANY
1201 MAIN ST. VANCOUVER, WA 98660 • (206) 694-4722AGENT FOR:
COMMONWEALTH LAND
TITLE INSURANCE COMPANY
OF PHILADELPHIA

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO:

Name Clark County Title CompanyAddress P.O. Box 1308City, State, Zip Vancouver, WA 98666

THIS SPACE PROVIDED FOR RECORDER'S USE:

STATE OF WASHINGTON
COUNTY OF SKAMANIA
IN THE COUNTY OF SKAMANIA THE WITHININSTRUMENT OF TITLE FILED BY
CLARK COUNTY TITLE CO.OF VANCOUVER, WAAT 11:20 A. SEPT 5 1984WAS RECORDED 60MTG 685

RECORDS OF SKAMANIA COUNTY WITH

Wm Olson

COUNTY AUDITOR

d. J. [unclear] DEPUTY

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 4th day of September, 19 84, between

The Trust for Public Land, a nonprofit Calif. public benefit corporation, GRANTOR,

whose address is 82 Second Street, San Francisco, California 94105CLARK COUNTY TITLE COMPANY, a Washington Corporation, TRUSTEE, whose address is 1201 Main Street, Vancouver, Washington 98660, andRobert M. Schaefer, George Perkins, and Clifford Potter, BENEFICIARY,whose address is 1014 Franklin Street, Vancouver, WA 98666-1146WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington:

(See Exhibit A attached.)

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which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of Three Hundred Fifteen Thousand Dollars (\$ 315,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property, to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

~~To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.~~

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.



STATE OF WASHINGTON

COUNTY OF _____ ss.

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of _____, 19____

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

THE TRUST FOR PUBLIC LAND

By Martin J. Rosen, President

By Ralph W. Benson, Secretary

STATE OF California

COUNTY OF San Francisco ss.

On this 24th day of August, 1984, before me, the undersigned, a Notary Public in and for the State of California duly commissioned and sworn, personally appeared _____

Martin J. Rosen
and Ralph W. Benson
to me known to be the _____ President and _____ Secretary, respectively of The Trust for Public Land, the corporation that executed the foregoing instrument, and acknowledged the 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 the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Kathryn L. Drahn
Notary Public in and for the State of California
residing at Berkeley, California

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____, 19____

ORDER NO: 6364

BOOK 60 PAGE 687

98147

EXHIBIT "A"

Job No. 1519

8/10/84

THB

DESCRIPTION
ST. CLOUD RANCH

Situated in the County of Skamania, State of Washington, to-wit:

PARCEL 1:

That portion of the Northeast quarter of the Northwest quarter; the West half of the Northeast quarter; the Northeast quarter of the Northeast quarter; and Government Lots 1 and 2 of Section 6, Township 1 North, Range 6 East of the Willamette Meridian, more fully described as follows:

BEGINNING at a set 1/2" iron rod at a point on the North line of said Section 6 that is North 89°11'16" West 341.22 feet from the North quarter corner of said Section 6; thence South 25°51'28" East, a distance of 2081.00 feet to a found rebar; thence continuing South 25°51'28" East along the aforementioned line, 161.84 feet to a set 1/2" iron rod; thence South 81°09'13" West, 35.71 feet to a found 1/2" iron pipe; thence continuing South 81°09'13" West, 156.18 feet to a found 1/2" iron pipe; thence South 66°08'58" West, 163.13 feet to a found 1/2" iron pipe; thence South 01°11'30" West, 433.36 feet to a set 1/2" iron rod at a point on the North line of Primary State Highway No. 8; thence North 59°02'48" East along said highway, 195.76 feet to a set 1/2" iron rod at the southwesterly corner of the parcel conveyed to the State of Washington for highway purposes by deed recorded in Book 35 of Deed at page 427, Skamania County Records; thence along the boundaries of said parcel the following three courses: North 30°57'12" West, 250.00 feet to a set 1/2" iron rod; North 59°02'48" East, 350.00 feet to a set 1/2" rod; and South 30°57'12" East, 250.00 feet to a set 1/2" iron rod at a point on the North line of said Primary State Highway No. 8; thence North 59°02'48" East along said highway, 392.70 feet to the beginning of a 2,915 foot radius curve to the right; thence along said curve to the right, through a central angle of 09°54'06" an arc distance of 503.76 feet to a set 1/2" rod; thence leaving said State Highway No. 8 and running North 01°10'36" East, 509.92 feet to a found 1/2" iron bar; thence North 37°11'24" West, 431.91 feet to a set 1/2" iron rod in the East line of the West half of the Northeast quarter of said Section 6; thence North 01°10'36" East along said line, 975.20 feet to a found 1/2" iron rod on the North line of said Section 6; thence North 89°44'23" West, along said North line 1312.19 feet to the North quarter corner thereof; thence North 89°11'16" West along the North line of said Section 6, 341.22 feet to the point of beginning. As shown on survey by Thomas H. Bickford, Professional Land Surveyor, recorded in Book 2 of Surveys at page 152, Skamania County Records.

PARCEL II:

That portion of the West half of the Northeast quarter and Government Lot 2 of Section 6, Township 1 North, Range 6 East of the Willamette Meridian, more fully described as follows:

Commencing at a set 1/2" iron rod at a point on the North line of said Section 6 that is North 88°11'16" West 341.22 feet from the North quarter corner of said Section 6; thence South 25°51'28" East, a distance of 2081.00 feet to a found rebar; thence continuing South 25°51'28" East along the aforementioned line, 161.84 feet to a set 1/2" iron rod; thence South 81°09'13" West, 35.71 feet to a found 1/2" iron pipe; thence continuing South 81°09'13" West, 155.18 feet to a found 1/2" iron pipe; thence South 66°08'58" West, 168.13 feet to a found 1/2" iron pipe; thence South 01°11'30" West, 551.46 feet to a set 1/2" iron rod at a point in the South line of Primary State Highway No. 8, said point being the TRUE POINT OF BEGINNING of the herein described parcel; thence South 01°11'30" West, 254.28 feet to a set 1/2" iron rod at a point in the North line of a 100 foot strip of land owned by the Burlington Northern Railroad (formerly the Spokane, Portland & Seattle Railway Company); thence along said North line, North 44°34'52" East, 714.86 feet to the beginning of a 1,956.52 foot radius curve to the right; thence along said curve to the right, through a central angle of 5°14'30" a distance of 178.99 feet to a set 1/2" iron rod at a point in the South line of Primary State Highway No. 8; thence along said line, South 59°02'48" West, 732.01 feet to the point of beginning. As shown on survey by Thomas H. Bickford, Professional Land Surveyor, recorded in Book 2 of Surveys at page 152, Skamania County Records.

PARCEL III:

That portion of Government Lot 5 of Section 5, Township 1 North, Range 6 East of the Willamette Meridian, more fully described as follows:

Commencing at a found Department of Natural Resources monument at the Northwest corner of said Section 5; thence along the North line of said Section 5, South 89°10'27" East 1317.05 feet to the Northeast corner of Government Lot 5; thence along the East line of said Lot 5, South 01°08'51" West, 2091.17 feet to a set 1/2" iron rod at a point in the South line of Primary State Highway No. 8; said point being the TRUE POINT OF BEGINNING of the herein described parcel; thence continuing, South 01°08'51" West, 54.33 feet to a set 1/2" iron rod at a point in the North line of a 100' strip of land owned by the Burlington Northern Railroad (formerly the Spokane, Portland & Seattle Railway Company); thence along said North line, from a tangent which bears South 80°50'19" West, along a curve to the right with radius of 2,034.26 feet, through a central angle of 18°56'00", an arc distance of 672.22 feet; thence

North 80°13'41" West, 655.82 feet to a point in the West line of said Section 5; thence along said line, North 01°09'44" East, 22.95 feet to a point in the South line of Primary State Highway No. 8; thence along said line the following seven courses: South 81°36'05" East, 33.01 feet to the beginning of a 1,482.51 foot radius curve to the left; thence along said curve to the left, through a central angle of 16°28'07", an arc distance of 426.12 feet; thence North 81°55'48" East, 141.80 feet to the beginning of a 1,382.50 foot radius curve to the right; thence along said curve to the right, through a central angle of 19°22'00", an arc distance of 467.30 feet; thence South 78°42'12" East, 125.98 feet to a set 1/2" iron rod; thence South 11°17'47" West, 50.00 feet to a set 1/2" iron rod; thence from a tangent which bears South 78°42'13" East, along a 577.50 foot radius curve to the left, through a central angle of 13°56'17", an arc distance of 140.48 feet to the point of beginning. As shown on survey by Thomas H. Bickford, Professional Land Surveyor, recorded in Book 2 of Surveys at page 152, Skamania County Records.

PARCEL IV:

That portion of the West half of the Northeast quarter and of Government Lots 1 and 2 of Section 6 and of Government Lot 5 of Section 5, Township 1 North, Range 6 East of the Willamette Meridian, more fully described as follows:
Commencing at a set 1/2" iron rod at a point on the North line of said Section 6 that is North 88°11'16" West 341.22 feet from the North quarter corner of said Section 6; thence South 25°51'28" East, a distance of 2081.00 feet to a found rebar; thence continuing South 25°51'28" East along the aforementioned line, 161.84 feet to a set 1/2" iron rod; thence South 81°09'13" West, 35.71 feet to a found 1/2" iron pipe; thence continuing South 81°09'13" West, 155.18 feet to a found 1/2" iron pipe; thence South 66°09'56" West, 168.13 feet to a found 1/2" iron pipe; thence South 01°11'30" West, 951.31 feet to a set 1/2" iron rod at a point in the South line of a 100' strip of land owned by the Burlington Northern Railroad (formerly the Spokane, Portland and Seattle Railway Company); said point being the TRUE POINT OF BEGINNING of the herein described parcel; thence along said South line the following four courses: North 44°34'52" East 820.64 feet to the beginning of an 1,856.52 foot radius curve to the right; thence along said curve to the right, through a central angle of 55°11'27", an arc distance of 1,788.32 feet; thence South 80°13'41" East, 738.49 feet to the beginning of a 2,134.26 foot radius curve to the left; thence along said curve to the left, through a central angle of 18°26'44", an arc distance of 687.09 feet to a set 1/2" iron rod in the East line of said Government Lot 5, Section 5; thence along said East line, South 01°08'51" West 590 feet, more or less, to the boundary between uplands and tidelands along the North bank of the Columbia River; thence Westerly along said boundary to a line which bears South 01°11'30" West from the point of beginning; thence North 01°11'30"

East, 205 feet, more or less, to the Point of Beginning. As shown on survey by Thomas H. Bickford, Professional Land Surveyor, recorded in Book 2 of Surveys, at page 152, Skamania County Records.

EXCEPT from the above described parcel IV, that portion lying within Government Lot 4 in Section 5, Township 1 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

PARCEL V:

Tidelands of the second class as conveyed by the State of Washington by deed recorded in Book "Q" of Deeds, at page 103, fronting and abutting upon Parcel IV above.