

113683

BOOK 129 PAGE 118

AFTER RECORDING RETURN TO:
Heller, Ehrman, White & McAuliffe
701 Fifth Avenue, Suite 6100
Seattle, Washington 98104
Attention: John W. Hanley, Jr.

SKAMANIA CO. TITLE

JUN 9 1992
P. Young
CARL L. OLSON

SHORT FORM DEED OF TRUST, SECURITY AGREEMENT
AND FIXTURE FILING WITH ASSIGNMENT
OF LEASES AND RENTS

589/255
THIS DEED OF TRUST is made as of the 30th day of April, 1992, by and among SALISHAN LODGE, INC., an Oregon corporation ("Grantor"), whose address is c/o Grayco Resources Inc., Suite 200, The Water Tower Building, 5331 S.W. Macadam Avenue, Portland, Oregon 97201; CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation ("Trustee"), whose address is 701 Fifth Avenue, Suite 1800, Seattle, Washington 98104; and SEATTLE-FIRST NATIONAL BANK, a national banking association ("Beneficiary"), whose address is c/o Commercial Real Estate Group, P.O. Box C-34103, 701 Fifth Avenue, 15th Floor, Seattle, Washington 98124-1103. This Deed of Trust is executed and delivered through recordation by Grantor pursuant to that certain Construction Loan Agreement dated as of April 30, 1992 by Grantor and Beneficiary (the "Loan Agreement"). Any capitalized term not otherwise defined herein shall have the meaning given it in the Loan Agreement.

WITNESSETH

GRANTOR HEREBY IRREVOCABLY GRANTS, BARGAINS, SELLS AND CONVEYS TO TRUSTEE IN TRUST, WITH POWER OF SALE, all Grantor's estate, right, title, interest, claim, and demand, now owned or hereafter acquired, in and to the real property in Skamania County, Washington described in Exhibit A attached hereto and by this reference incorporated herein (the "Property," which term shall include all or any part of the Property, any improvements thereon and all the property described in Section 1 of the Master Form Deed of Trust described below);

TOGETHER WITH all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, leases and other agreements for use and occupancy pertaining thereto, and the rents, issues and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Form Deed of Trust, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

Registered	1
Indexed, Dir	2
Indirect	1
Filmed	6/10/92
Mailed	

This Deed of Trust shall also constitute a security agreement under the Uniform Commercial Code of Washington between Grantor as debtor and Beneficiary as secured party. Grantor grants a security interest to Beneficiary in any of the Property which is personal property and also grants a security interest in the property described in Section 2 of the Master Form Deed of Trust now owned or hereafter acquired by Grantor. The Property, as defined above, and the property described in said Section 2 are hereafter collectively referred to as the "Collateral".

THIS DEED IS FOR THE PURPOSE OF SECURING the following:

(a) Payment of the sum of Thirteen Million Five Hundred Thousand and No/100 Dollars (\$13,500,000), or so much thereof as is advanced to Grantor pursuant to the Loan Agreement, with interest thereon according to the terms of a Term Loan Promissory Note in the original principal amount of \$13,500,000 dated April 30, 1992, executed by Grantor (hereinafter the "Note," which term shall include all notes evidencing the indebtedness secured by this Deed of Trust, including all renewals, modifications or extensions thereof);

(b) Payment of further sums advanced or loaned by Beneficiary to Grantor, or any of its successors or assigns, if (1) the Note or other writing evidencing the future advance or loan specifically states that it is secured by this Deed of Trust or (2) the advance, including costs and expenses incurred by Beneficiary, is made pursuant to this Deed of Trust or any other documents executed by Grantor evidencing, securing, or relating to the Note and/or the Collateral, whether executed prior to, contemporaneously with, or subsequent to this Deed of Trust, together with interest thereon at the rate set forth in the Loan Agreement or the Note. (This Deed of Trust, the Loan Agreement, the Note and such other documents are hereafter collectively referred to as the "Loan Documents".); and

(c) Performance of each agreement, term and condition set forth or incorporated by reference in the Loan Documents EXCEPT THOSE OBLIGATIONS arising under that certain separate Certificate and Indemnity Agreement Regarding Hazardous Substances dated as of April 30, 1992, executed and delivered by Grantor to Beneficiary pursuant to Section 3.6 of the Loan Agreement.

AGREEMENT

GRANTOR HEREBY REPRESENTS, WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

1. Master Form Deed of Trust. By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 65 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are

hereby incorporated herein by reference and made an integral part hereof for all purposes with the same effect as if set forth herein at length, and Grantor hereby makes said covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust was recorded on the eleventh (11th) day of August, 1987, in the Official Records of the offices of the County Auditors of the following counties in Washington in the book, and at the page designated after the name of each county, to wit:

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.
Adams	142	305	213404
Asotin			175404
Benton	493	1125	87-12850
Chelan	880	1663	8708110050
Clallam	784	278	594433
Clark		19	8708110009
Columbia	2H	296	H2135
Cowlitz			870811020
Douglas	M224	76	245733
Ferry	MF		205269
Franklin	0227	251	454027
Garfield			87248
Grant	634	109	804746
Grays Harbor	87 18669		870811031
Island	559	1756	87011073
Jefferson	243	338	309675
King			8708110560
Kitsap	432	682	8708110065
Kittitas	264	212	506597
Klickitat	141	300	206526
Lewis	365	154	960637
Lincoln			377660
Mason	384	027	470654
Okanogan	70	2376	741827
Pacific	8708	348	84496
Pend Oreille	74	899	194502
Pierce	0440	0367	8708110085
San Juan	188	341	87147097
Skagit	719	58	8708110057
Skamania	106	326	103646
Snohomish	2079	0467	0708110076
Spokane	918	688	8708110112
Stevens	115	0434	8705730
Thurston	1511	769	8708110045
Wahkiakum	71	256	38075
Walla Walla	166	400	8706174
Whatcom	48	614	1580300
Whitman			521420
Yakima	1217	977	2807235

A copy of such Master Form Deed of Trust has been furnished to the person executing this Deed of Trust on behalf of Grantor, and by executing this Deed of Trust Grantor acknowledges receipt of such Master Form Deed of Trust.

2. Non-Agricultural. The Property which is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

3. Notices. Grantor requests that a copy of any Notice of Default, Notice of Sale or other notice or demand hereunder shall be given to it in accordance with Section 10.10 of the Loan Agreement.

4. Appraisals. In the Event of Default, Beneficiary may obtain a current appraisal of the Property, which shall be paid for by Grantor, and, in the event of foreclosure, the cost of the title premium for the trustee sale guarantee (or equivalent policy) shall also be paid for by Grantor. Appraisals may also be commissioned by Beneficiary when required by laws or regulations which govern Beneficiary's lending practices. The cost of all such appraisals shall be borne by Grantor.

5. Insurance. Paragraph 18(a) of the Master Form Deed of Trust is deleted. Grantor shall obtain all insurance required from time to time by the Loan Agreement. If Grantor fails to maintain such insurance, Beneficiary may make the premium payment on behalf of Grantor, and any sum expended shall be added to Loan principal and bear interest at the rate provided in the Loan Agreement.

6. Reports. Paragraph 40 of the Master Form Deed of Trust is hereby deleted. Grantor shall comply with the reporting requirements set forth in the Loan Agreement.

7. Due on Sale. Paragraphs 17 and 48 of the Master Form Deed of Trust are deleted, and the following provision is substituted:

Accelerating Transfers.

(a) "Accelerating Transfer" means any sale, contract to sell, conveyance, encumbrance, transfer of full possessory rights, or other transfer of all or any material part of the Property or any interest in it, whether voluntary, involuntary, by operation of law or otherwise. "Accelerating Transfer" also means any transfer or transfers of the usual and outstanding shares of Grantor possessing, in the aggregate, more than fifty percent (50%) of the voting power.

(b) Grantor acknowledges that Beneficiary is taking actions in reliance on the expertise, skill, experience and

reliability of Grantor; thus the obligations secured hereby include material elements similar in nature to a personal service contract. In consideration of Beneficiary's reliance, Grantor agrees that Grantor shall not make any Accelerating Transfer unless the transfer is preceded by Beneficiary's express written consent to the particular transaction and transferee. Beneficiary may withhold such consent in its sole discretion. If Beneficiary consents, it may charge Grantor a fee as consideration for such consent and Grantor shall pay Beneficiary's actual costs incurred in making its decision to consent, including but not limited to the cost of credit reports, an appraisal of the Property, an environmental assessment and documentation. If any Accelerating Transfer occurs without Beneficiary's written consent, Beneficiary in its sole discretion may declare all sums secured by this Deed of Trust to be immediately due and payable, and Beneficiary may invoke any rights and remedies provided herein. This provision shall apply to each and every Accelerating Transfer regardless of whether or not Beneficiary has consented or waived its rights, whether by action or nonaction, in connection with any previous Accelerating Transfer(s).

(c) If the preceding paragraphs of this section or any part thereof relevant to a particular Accelerating Transfer are unenforceable according to the law in effect at the time of the Acceleration Transfer, then Grantor shall reimburse Beneficiary for its actual costs incurred in processing the Accelerating Transfer on its records, including but not limited to the cost of modification of loan documents, an appraisal, and obtaining relevant credit and financial information.

8. Environmental Matters. Paragraph 58(b) of the Master Form Deed of Trust is deleted, and the following provision is substituted:

(b) Grantor shall promptly comply with all statutes, regulations and ordinances which apply to Grantor or the Property, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction which Grantor is bound by, relating to the use, collection storage, treatment, control, removal or cleanup of hazardous or toxic substances in, on or under the Property or in, on or under any adjacent property that becomes contaminated with hazardous or toxic substances as a result of construction, operations or other activities on, or the contamination of, the Property, at Grantor's expense. Beneficiary may, but is not obligated to, enter upon the Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest as Beneficiary; and whether or not Grantor has actual knowledge of the existence of hazardous

or toxic substances in, on or under the Property or any adjacent property as of the date hereof, Grantor shall reimburse Beneficiary on demand for the full amount of all costs and expenses incurred by Beneficiary prior to Beneficiary acquiring title to the Property through foreclosure or deed in lieu of foreclosure, in connection with such compliance activities. This Deed of Trust DOES NOT SECURE a separate Certificate and Indemnity Agreement Regarding Hazardous Substances dated as of April 30, 1992 and executed by Grantor.

9. Late Charges. Paragraph 16 of the Master Form Deed of Trust is deleted. The late charge provisions in the Note shall apply.

10. Leasehold Matters. Paragraph 51 of the Master Form Deed of Trust is supplemented by the following provisions:

(a) Grantor represents and warrants to Beneficiary that it has full power and authority and an unrestricted right under the Ground Lease to execute and deliver this Deed of Trust, and this Deed of Trust qualifies as a "Resort Mortgage" under Section 17 of the Ground Lease. Trustee and Beneficiary are entitled to the protections and benefits of Section 17.2 of the Ground Lease and of any other applicable provisions of the Ground Lease.

(b) Grantor will promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by Grantor as "Tenant" under the Ground Lease and do all things necessary to preserve and to keep unimpaired its rights thereunder.

(c) No release or forbearance of any of Grantor's obligations under the Ground Lease, pursuant to the Ground Lease or otherwise, will release Grantor from any of its obligations under this Deed of Trust.

(d) Grantor will give Beneficiary notice of the commencement of any mediation, arbitration or appraisal process, under Section 28 or any other provision of the Ground Lease, not later than ten (10) days after the process has commenced. Beneficiary will have the right to intervene and participate in any such mediation, arbitration or appraisal, and Grantor will confer with Beneficiary and its attorneys and experts and cooperate with them to the extent which Beneficiary deems reasonably necessary for the protection of the leasehold estate. Upon the request of Beneficiary, Grantor will exercise all rights of mediation or arbitration conferred upon it by the Ground Lease. If, at the time any such process is commenced, Grantor is in default in the performance or observance of any material covenant, condition or other requirement of the Ground

Lease, or if an Event of Default has occurred and is continuing, Beneficiary will have, and is hereby granted, the sole and exclusive right to designate and appoint on behalf of Grantor the "Umpire", mediator(s), arbitrator(s) or appraiser(s) in such process.

(e) Grantor will use best efforts to obtain from the County and deliver to Beneficiary, within twenty (20) days after demand from Beneficiary, a statement in writing certifying that the Ground Lease is unmodified from the date hereof, except to the extent that Beneficiary has consented to any prior modification hereof, and is in full force and effect; setting forth the dates to which the ground rent and other charges, if any, have been paid in advance; and stating whether or not, to the best knowledge of the signer of such certificate, Grantor is in default in the performance of any covenant, agreement or condition contained in the Ground Lease, and, if so, specifying each such default of which the signer may have knowledge.

(f) Grantor will notify Beneficiary of any change, made pursuant to the provisions of the Ground Lease, in the ground rent payable by the lessee under the Ground Lease not later than ten (10) days after the occurrence of the change. In the event that insurance proceeds or any proceeds of any award for the taking by eminent domain of any part of the Property are deposited with any person other than Grantor, pursuant to the requirements of the Ground Lease, Grantor will notify Beneficiary of the name and address of the person with whom such proceeds have been deposited and of the amount so deposited not later than ten (10) days after the deposit is made.

(g) This Deed of Trust and the security agreement herein creates, favor of Beneficiary, a lien and security interest in all sums of money and other consideration paid or payable to Grantor by County upon or following exercise of the option to purchase the Property reserved to County in section 18.2 of the Ground Lease, and all of Grantor's other rights therein. Grantor shall immediately provide to Lender a true and correct photocopy of any notice received from County pursuant to section 18.2 of the Ground Lease and shall, by escrow instruction and otherwise, direct that all proceeds payable to Grantor at the closing of the purchase and sale described therein shall be disbursed directly by escrow agent or County to Beneficiary as a prepayment of the Note and other obligations secured hereby.

(h) Pursuant to Section 17.2.1 of the Ground Lease, this Deed of Trust is subject and subordinate to the County of Skamania's fee title in that portion of the Property described in the Ground Lease as the "Leasehold Property",

and to the rights of the County under the Ground Lease, except as otherwise provided in the Ground Lease.

11. License. The parties hereto expressly acknowledge that, under Section 16 of the Ground Lease, Grantor holds only an "exclusive irrevocable license" for use of that portion of the Property described in the Ground Lease as "the Meadow". All warranties of title by Grantor herein are modified accordingly. Pursuant to this Deed of Trust, Grantor has granted to Beneficiary a security interest in said license.

WITNESS the hand and seal of Grantor as of the day and year first above written.

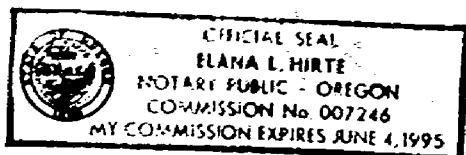
SALISHAN LODGE, INC.,
an Oregon corporation

By Henry A. Hickox
Its President

STATE OF Oregon)
) ss.
COUNTY OF Multnomah)

On this 15th day of May, 1992, before me personally appeared Henry A. Hickox to me known (or proven on the basis of satisfactory evidence) to be the President of SALISHAN LODGE, INC., the corporation that executed the within and 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 was authorized to executed the said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certification above written.



Elana L. Hirte
NOTARY PUBLIC in and for the State
of Oregon
residing at 21438 E. Glacier St. Tigard, OR
My appointment expires 06/04/95

BOOK 129 PAGE 126

REQUEST FOR FULL RECONVEYANCE

To be used only when all obligations have
been paid under the Note and this Deed of Trust

TO: TRUSTEE

The undersigned is the legal owner and holder of the Note
and all other indebtedness secured by the within Deed of Trust.
You are hereby requested, upon payment of all sums owing to you,
to reconvey, without warranty, to the persons entitled thereto,
the right, title and interest now held by you thereunder.

Dated: _____, 19__

By: _____

Title: _____

Mail reconveyance to _____

ACH02161

Exhibit A
to
Short Form Deed of Trust, Security Agreement and Fixture
Filing With Assignment of Leases and Rents
dated as of April 30, 1992

Fee Parcel

A tract of land located in the D. Baughman Donation Land Claim, and the F. Iman Donation Land Claim situated in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, and being a portion of two tracts of land conveyed to Skamania County by deed records in Book 27, Page 39, and Book 110, Page 121, of the Skamania County Deed Records, described as follows:

BEGINNING at a $\frac{1}{2}$ " iron rod as depicted on that certain Records of Survey recorded in Volume 3, Pages 53 and 54, Survey Records, Skamania County, Washington, marking the Northeast corner of Columbia Gorge Park, recorded in Book "B", Page 55, Plat Records, Skamania County, Washington, said corner also being located in the line common to the D. Baughman and the F. Iman Donation Land Claims, being South 00°50'59" West, 1935.30 feet from a brass cap marking the Northwest corner of said D. Baughman D.L.C.; THENCE North 57°31'40" West, along the north line of Columbia Gorge Park, 818.09 feet; THENCE North 12°03'10" East, 214.56 feet; THENCE North 40°42'58" East, 276.93 feet; THENCE North 66°22'55" East, 148.14 feet; THENCE South 78°55'22" East, 121.89 feet; THENCE North 48°11'16" East, 259.96 feet; THENCE South 39°51'28" East, 263.16 feet; THENCE South 27°29'26" West, 144.39 feet; THENCE South 62°33'34" East, 94.34 feet; THENCE South 27°26'26" West, 93.57 feet; THENCE South 62°33'34" East, 20.86 feet; THENCE South 27°26'26" West, 37.03 feet; THENCE South 00°02'58" West, 93.69 feet; THENCE South 72°28'58" West, 32.45 feet; THENCE South 17°31'02" East, 168.85 feet; THENCE North 72°28'58" East, 10.64 feet; THENCE South 17°31'02" East, 71.64 feet; THENCE North 72°28'58" East, 27.30 feet; THENCE South 17°31'02" East, 84.14 feet; THENCE South 72°28'58" West, 47.82 feet; THENCE South 17°31'02" East, 46.24 feet; THENCE South 31°57'00" East, 35.43 feet; THENCE South 70°07'20" West, 232.20 feet to the true point of beginning, and there ending, all in Skamania County, Washington.

Containing 13.25 acres; plus

Leasehold Parcel

A tract of land out of portions of Government lots 2 and 3, the Iman D.L.C. and the Baughman D.L.C., all in Section 2, Township 2 North, Range 7 East of the Willamette Meridian in the County of Skamania and State of Washington, described as follows:

Beginning at a 1/2 inch iron rod on the West Line of the Baughman D.L.C., said being South 00 degrees 50 minutes 59 seconds West, 1935.30 feet from a brass cap marking the Northwest corner of the Baughman D.L.C.; Thence Leaving said west line North 57 degrees 31 minutes 40 seconds West, 1839.91 feet to a 1/2 inch iron pipe; Thence South 59 degrees 00 minutes 19 seconds West, 396.02 feet to a 5/8 inch iron rod; Thence North 78 degrees 38 minutes 44 seconds West, 97.60 feet to a 5/8 inch iron rod; Thence North 35 degrees 28 minutes 44 seconds West, 122.60 feet to a 5/8 inch iron rod; Thence North 59 degrees 43 minutes 41 seconds West, 216.00 feet to a 5/8 inch iron rod; Thence North 65 degrees 46 minutes 40 seconds West, 919.35 feet to a 5/8 inch iron rod on the Southeasterly line of a BPA right-of-way; Thence along said right-of-way North 40 degrees 21 minutes 00 seconds East, 2004.39 feet to a 5/8 inch iron rod; Thence leaving said right-of-way South 21 degrees 52 minutes 06 seconds East, 221.63 feet to a 3/4 inch iron pipe; Thence South 89 degrees 53 minutes 16 seconds East, 104.76 feet to a 3/4 inch iron pipe; Thence North 45 degrees 07 minutes 04 seconds East, 121.54 feet to a 5/8 inch iron rod; Thence North 01 degrees 32 minutes 31 seconds East, 0.58 feet to a point; Thence South 22 degrees 51 minutes 56 seconds East, 133.67 feet to a 5/8 inch iron rod; Thence South 34 degrees 22 minutes 53 seconds East, 377.84 feet to a 5/8 inch iron rod; Thence South 65 degrees 26 minutes 35 seconds East, 236.37 feet to a 5/8 inch iron rod; Thence South 13 degrees 10 minutes 46 seconds West, 117.78 feet to a 5/8 inch iron rod; Thence South 71 degrees 56 minutes 35 seconds East, 207.62 feet to a 5/8 inch iron rod; Thence North 13 degrees 10 minutes 46 seconds East, 194.93 feet to a 5/8 inch iron rod; Thence South 72 degrees 56 minutes 35 seconds East, 72.19 feet to a 5/8 inch iron rod; Thence South 53 degrees 51 minutes 59 seconds East, 476.72 feet to a 5/8 inch iron rod; Thence South 75 degrees 24 minutes 01 seconds East, 132.00 feet to a 5/8 inch iron rod; Thence South 89 degrees 09 minutes 01 seconds East, 74.00 feet to a 5/8 inch iron rod; Thence South 00 degrees 50 minutes 59 seconds West, 132.00 feet to a 5/8 inch iron rod; Thence South 89 degrees 09 minutes 01 seconds East, 180.29 feet to a 5/8 inch iron rod on the Southwesterly right-of-way of Foster Creek Road (40.00' right-of-way); Thence along said right-of-way 260.65 feet along the arc of a 224.60 foot radius curve to the left, having a central angle of 66 degrees 29 minutes 28 seconds, the chord of which bears South 44 degrees 35 minutes 53 seconds East, a distance of 246.26 feet to a 5/8 inch iron rod; Thence South 77 degrees 50 minutes 37 seconds East, 114.61 feet to a 5/8 inch iron rod; Thence 159.01 feet along the arc of a 420.80 foot radius curve to the right, having a central angle of 21 degrees 39 minutes 00 seconds, the chord of which bears South 67 degrees 01 minutes 07 seconds East, a distance of 158.06 feet to a 5/8 inch iron rod; Thence South 56 degrees 11 minutes 37 seconds East, 273.36 feet to a 5/8 inch iron rod; Thence leaving said right-of-way South 46 degrees 53 minutes 56 seconds West, 373.47 feet to a Skamania County brass cap; Thence South 62 degrees 28 minutes 04 seconds East, 785.01 feet to a 5/8 inch iron rod on said right-of-way of Foster Creek Road; Thence along said

right-of-way 73.68 feet along the arc of a 402.00 foot radius curve to the left, having a central angle of 10 degrees 30 minutes 04 seconds, the chord of which bears South 31 degrees 18 minutes 02 seconds East, a distance of 73.57 feet to a 5/8 inch iron rod; Thence South 36 degrees 33 minutes 04 seconds East, 17.29 feet to a 5/8 inch iron rod; Thence 134.33 feet along the arc of a 402.00 foot radius curve to the left, having a central angle of 19 degrees 08 minutes 46 seconds, the chord of which bears South 46 degrees 07 minutes 27 seconds East, a distance of 133.71 feet to a 5/8 inch iron rod, said rod marking the intersection of said Foster Creek Road right-of-way and the westerly right-of-way of Second Street Extension (variable width right-of-way); Thence leaving said Foster Creek Road right-of-way and along said Second Street Extension right-of-way South 08 degrees 32 minutes 58 seconds West, 370.52 feet to a point that bears South 17 degrees 15 minutes 33 seconds West, 0.56 feet from a concrete right-of-way monument; Thence 413.67 feet along the arc of a 1587.10 foot radius curve to the right, having a central angle of 14 degrees 56 minutes 02 seconds, the chord of which bears South 16 degrees 00 minutes 59 seconds West, a distance of 412.50 feet to a 5/8 inch iron rod; Thence North 66 degrees 31 minutes 00 seconds West, 20.00 feet to a 5/8 inch iron rod; Thence 191.45 feet along the arc of a 1567.10 foot radius curve to the right, having a central angle of 06 degrees 59 minutes 59 seconds, a chord of which bears South 26 degrees 58 minutes 59 seconds West, a distance of 191.33 feet to a 5/8 inch iron rod; Thence South 59 degrees 31 minutes 02 seconds East, 20.00 feet to a 5/8 inch iron rod; Thence 62.63 feet along the arc of a 1587.10 foot radius curve to the right, having a central angle of 02 degrees 15 minutes 40 seconds, the chord of which bears South 31 degrees 36 minutes 48 seconds West, a distance of 62.63 feet to a 5/8 inch iron rod; Thence North 56 degrees 03 minutes 57 seconds West, 8.39 feet to a point that bears North 50 degrees 38 minutes 42 seconds West, 0.70 feet from a concrete right-of-way monument;

Thence South 33 degrees 56 minutes 03 seconds West, 208.73 feet to a point that bears South 65 degrees 29 minutes 49 seconds East, 0.58 feet from a concrete right-of-way monument; Thence North 56 degrees 03 minutes 57 seconds West, 60.00 feet to a point that bears North 35 degrees 49 minutes 26 seconds West, 0.57 feet from a concrete right-of-way monument; Thence South 33 degrees 56 minutes 03 seconds West, 133.77 feet to a point that bears South 78 degrees 22 minutes 11 seconds West, 1.00 feet from a concrete right-of-way monument; Thence South 56 degrees 03 minutes 57 seconds East, 5.47 feet to a 5/8 inch iron rod, said rod also marking the intersection of said Second Street Extension right-of-way and the westerly right-of-way of Malicot Road (60.00' right-of-way); Thence along said Malicot right-of-way South 56 degrees 27 minutes 19 seconds West, 46.44 feet to a 5/8 inch iron rod; Thence 201.61 feet along the arc of a 256.70 foot radius curve to the right, having a central angle of 45 degrees 00 minutes 00 seconds, the chord of which bears South 78 degrees 57 minutes 19 seconds West, 196.47 feet to a 5/8 inch iron rod; Thence North 78 degrees 32 minutes 41 seconds West, 13.00 feet to

a 5/8 inch iron rod; Thence 186.92 feet along the arc of a 125.70 foot radius curve to the left, having a central angle of 85 degrees 12 minutes 00 seconds, the chord of which bears South 58 degrees 51 minutes 19 seconds West, a distance of 170.17 feet to a 5/8 inch iron rod marking the point of compound curvature; Thence 172.50 feet along the arc of a 173.40 foot radius curve to the left, having a central angle of 57 degrees 00 minutes 00 seconds, the chord of which bears South 12 degrees 14 minutes 41 seconds East, a distance of 165.48 feet to a 5/8 inch iron rod marking the point of reverse curvature; Thence 79.96 feet along the arc of a 65.70 foot radius curve to the right, having a central angle of 69 degrees 44 minutes 00 seconds, the chord of which bears South 05 degrees 52 minutes 41 seconds East, a distance of 75.12 feet to a 5/8 inch iron rod; Thence South 28 degrees 59 minutes 19 seconds West, 98.60 feet to a 5/8 inch iron rod; Thence 65.70 feet along the arc of a 65.70 foot radius curve to the right, having a central angle of 57 degrees 18 minutes 00 seconds, the chord of which bears South 57 degrees 38 minutes 19 seconds West, a distance of 63.00 feet to a 5/8 inch iron rod marking a point of reverse curvature; Thence 254.56 feet along the arc of a 507.60 foot radius curve to the left, having a central angle of 28 degrees 44 minutes 00 seconds, the chord of which bears South 71 degrees 55 minutes 19 seconds West, a distance of 251.90 feet to a 5/8 inch iron rod marking a point of reverse curvature; Thence 44.84 feet along the arc of a 160.80 foot radius curve to the right, having a central angle of 15 degrees 58 minutes 38 seconds, the chord of which bears South 65 degrees 32 minutes 38 seconds West, a distance of 44.69 feet to a 1/2 inch iron rod; Thence leaving said Malicot Road right-of-way North 00 degrees 50 minutes 59 seconds East, 1237.41 feet to the point of beginning. Except that portion conveyed to Salishan Lodge, Inc., by instrument recorded May 26, 1992, in Book 128, Page 834, Skamania County Deed Records.