

140392

BOOK 206 PAGE 770

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

FEB 22 2 39 PM '01

P. Laury
AUDITOR
GARY H. OLSON

AFTER RECORDING MAIL TO:

Name _____

Address _____

City/State _____

SCR 2355/

Document Title(s): (or transactions contained therein)

1. FIRST AMENDMENT OF CONTRACT OF SALE
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:
June 30, 1994 in Book 144, Page 190

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. Skamania County, a County Government
- 2.
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. YCP Skamania L.P. a Delaware Limited Partnership
- 2.
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)
Section 2, T2N, R7E

Gary H. Martin, Skamania County Assessor

Date 2/22/01 Parcel # 2-7-2-612-614

☐ Complete legal description is on page 8 of document

Assessor's Property Tax Parcel / Account Number(s):
02-07-02-0-0-0612-00

WA-1

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



(this space for title company use only)

REAL ESTATE EXCISE TAX
21370

FEB 22 2001

PAID exempt
W. A. Olson, Deputy
SKAMANIA COUNTY TREASURER

Reviewed ☒
Indexed ☒
Filed ☒
Noted ☒
Listed ☒
Classified ☒

FIRST AMENDMENT OF CONTRACT OF SALE

THIS FIRST AMENDMENT OF CONTRACT OF SALE (this "Amendment") is made as of February 21, 2001, by SKAMANIA COUNTY, a county government of The State of Washington (the "County"), and YCP SKAMANIA L.P., a Delaware limited partnership ("Purchaser").

WITNESSETH:

WHEREAS, County and Purchaser's predecessor-in-interest, Salishan Lodge, Inc. ("Salishan"), entered into that certain Contract of Sale, dated June 30, 1994 (the "Sale Contract");

WHEREAS, Purchaser has been assigned and has accepted all of Salishan's rights and obligations under the Sale Contract;

WHEREAS, pursuant to the Sale Contract, County has agreed to convey certain real property and improvements identified in the Sale Contract as the Golf Course and the Meeting Facility on the terms and conditions set forth in the Sale Contract;

WHEREAS, Purchaser has entered into that certain Purchase and Sale Agreement and Escrow Instructions, dated as of December 11, 2000, as amended (the "Opco Agreement"), with Skamania Opco, LLC ("Opco");

WHEREAS, the parties desire to adjust the boundary between the Lodge Site and the Golf Course Site so the existing parcels will be modified to be two (2) parcels, consisting of (i) the Lodge Site and the portion of the Golf Course Site more particularly described on Exhibit "A" attached hereto and incorporated herein (such portion of the Golf Course Site being referred to herein as the "Adjusted Golf Course Site") (the Lodge Site and the Adjusted Golf Course Site together referred to as the "Adjusted Lodge/Golf Course Site") and (ii) the portion of the Golf Course Site more particularly described on Exhibit "B" attached hereto and incorporated herein (the "Retained Land"; such adjustment of the boundary line being referred to herein as the "Boundary Line Adjustment");

WHEREAS, the parties desire to complete the purchase and sale under the Sale Contract (including the prepayment of the purchase price thereunder) in advance of the date anticipated in the Sale Contract; and

WHEREAS, County and Purchaser desire to amend the terms of the Sale Contract as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which

are hereby acknowledged, the parties hereto, for themselves, their legal representatives, successors and assigns, hereby agree to amend the Sale Contract as follows:

1. Unless otherwise specifically defined or redefined herein, all capitalized terms shall have the meanings ascribed thereto in Sale Contract.

2. County, as owner of the Golf Course Site, shall execute and deliver all documentation required to be executed by the Owner of the Golf Course Site in order to effectuate the Boundary Line Adjustment. Purchaser, as owner of the Lodge Site, shall execute and deliver all documentation required to be executed by the owner of the Lodge Site in order to effectuate the Boundary Line Adjustment. It is the intention of the parties that the Boundary Line Adjustment become effective on the Closing Date, subject to fulfillment of the obligations of County, Purchaser and Opco under this Amendment. The "Closing Date" means February 22, 2001 or such other date identified by Purchaser on not less than twenty-four (24) hours' notice, which shall in no event be later than March 1, 2001. Notwithstanding the Boundary Line Adjustment, except as otherwise expressly provided herein, Purchaser shall continue to enjoy the same rights, and be bound by the same obligations, with respect to the Golf Course Site as are set forth in the Sale Contract.

3. Effective as of the Closing Date (whether or not the Boundary Line Adjustment shall have theretofore occurred), the Sale Contract shall be modified and amended as follows:

(A) Section 2 of the Sale Contract is deleted in its entirety and the following is inserted in lieu thereof:

"On the Closing Date, Purchaser shall pay to County an amount equal to the sum of (i) \$5,437,498.37, and (ii) \$590.98 per day for each day that the Closing Date extends beyond February 22, 2001 (the "Purchase Price")."

(B) Section 5.2 of the Sale Contract is deleted in its entirety.

4. If the Boundary Line Adjustment shall have been approved by all necessary governmental action prior to the Closing Date, then effective as of the Closing Date, the Sale Contract shall be modified and amended as follows:

(A) Appendix I to the Sale Contract is hereby amended and supplemented as follows:

(i) the term "Adjusted Golf Course Site" shall mean the real property more particularly described on Exhibit "A" attached to this Agreement and incorporated herein, together with appurtenances thereto;

(ii) the term "Golf Course Site" shall mean the Adjusted Golf Course Site and the Retained Land;

(iii) the term "Retained Land" shall mean the real property more particularly described on Exhibit "B" attached to this Agreement and incorporated herein;

(B) Section 23 (Fulfillment Deed) of the Sale Contract is hereby deleted, and the following is inserted in lieu thereof:

"Section 23. FULFILLMENT DEED

23.1 COUNTY OBLIGATIONS. Upon payment of the Purchase Price, County shall deliver:

(i) a statutory warranty deed substantially in the form attached hereto as Exhibit C, conveying to Purchaser the Adjusted Golf Course Site, free and clear of all liens and encumbrances, excepting (1) those placed upon the Adjusted Golf Course Site or suffered by Purchaser after the date of this Contract, (2) those encumbrances set forth on Exhibit D, attached hereto and incorporated herein by this reference; which statutory warranty deed shall also convey to the owner of the Adjusted Lodge/Golf Course Site a permanent, irrevocable easement, running with the land, to use the surface and such portion of the subsurface of the Retained Land as required solely for the continued and future operation of a golf course and uses incidental to the operation of the Skamania Lodge (the "Retained Land Easement");

(ii) a quit claim deed substantially in the form attached hereto as Exhibit E, conveying to Purchaser the right of re-entry retained by the County in the deed transferring the Lodge Site to Salishan Lodge, Inc.

(iii) a quit claim deed substantially in the form attached hereto as Exhibit F conveying to Purchaser all of County's remaining interest in the Meeting Facility;

(iv) an agreement executed by County, in statutory form for recording, substantially in the form attached hereto as Exhibit G (the "County-Opco Agreement")

23.2 PURCHASER OBLIGATIONS. On the Closing Date, Purchaser shall deliver the Purchase Price."

5. On the Closing Date, Opco shall deliver the County-Opco Agreement.

6. To the extent that, pursuant to the terms of the Sale Contract, County is obligated to reaffirm, or rerecord any documents with respect to, any of its obligations in connection with the closing under the Sale Agreement, Purchaser hereby authorizes County to

provide such reaffirmation or such documents directly to Opco in fulfillment of County's obligations under the Sale Contract.

7. Purchaser hereby acknowledges and agrees, on its behalf and on behalf of any successor of Purchaser, that (i) the Boundary Line Adjustment has not been requested with the intent or purpose of reducing the taxable or assessed value of the Golf Course Site, and (ii) the taxable or assessed value of the Adjusted Lodge/Golf Course Site and the Retained Land, shall be determined in accordance with applicable law, rule and regulation.

8. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

9. Except as amended hereby, all other terms and provisions of the Sale Contract shall remain unchanged and the Sale Contract shall remain in full force and effect. The Sale Contract, as amended by this Amendment, is hereby ratified and confirmed.

10. The obligations of County hereunder are concurrent with and subject to fulfillment of the obligations of Purchaser and Opco hereunder. The obligations of Purchaser hereunder are concurrent with and subject to fulfillment of the obligations of County and Opco hereunder. The obligations of Opco are concurrent with and subject to fulfillment of the obligations of County and Purchaser hereunder.

11. Unless a later Closing Date shall have been agreed to by the parties in writing, if the Closing Date has not occurred by March 31, 2001, this Amendment shall be null and void, and the Sale Contract shall continue in full force and effect as though this Amendment had never been executed.

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first set forth above.

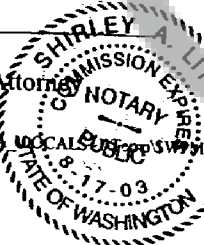
COUNTY: BOARD OF COUNTY COMMISSIONERS OF SKAMANIA COUNTY

By Albert E. McKee
Al McKee
County Commissioner

Approved as to Form

BA
Brad Andersen
County Prosecuting Attorney

C:\DOCUME~1\ANDERS~1\PA\LOCAL SUB\SW\022101



STATE OF WASHINGTON)
County of Skamania) ss.
I certify that I know or have satisfactory evidence that
ALBERT E. MCKEE is the person who appeared before me,
and said person acknowledged that he signed this instru-
ment, on oath stating that he was authorized to execute
this instrument and acknowledged it as Chair of the
Skamania County Board of Commissioners for the uses and
purposes mentioned therein.
DATED: February 21, 2001.

Shirley A. L...
NOTARY PUBLIC, State of Washington
Residing at Stevenson

PURCHASER: YCP SKAMANIA L.P., a Delaware limited partnership

By: YCP Skamania G.P., Inc., a Delaware corporation
its General Partner

By: *Joseph C. Thomas, Jr.*
Name: *Joseph C. Thomas, Jr.*
Title: *President*

Approved as to Form

County Prosecuting Attorney

SKAMANIA OPCO, LLC hereby executes this Amendment to evidence its obligations under Section 5 hereof.

SKAMANIA OPCO, LLC

By: RECP Skamania, LLC
Its Member

By: *William Helm*
William Helm
Vice President

By: Dolce US Acquisitions, Inc.
Its Member

By: *Andrew J. Dolce*
Name: Andrew J. Dolce
Title: Chairman and Chief Executive Officer

EXHIBIT A
Adjusted Golf Course Site

Being a tract of land out of portions of Government Lots 2 and 3, in the D. Baughman donation land claim and F. Iman donation land claim, in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington and being more particularly described as follows:

Gary H. Martin, Skamania County Assessor
Date 2/22/01 Parcel # 2-7-2-612, 614

Beginning at a 1/2 inch iron rod on the west line of the Baughman D.L.C., said rod being South 00° 50' 59" West 1,935.30 feet from a brass cap marking the Northwest corner of the Baughman D.L.C.; thence North 70° 07' 20" East 232.20 feet; thence North 31° 57' 00" West 34.60 feet to the beginning of a 238.00 foot radius non-tangent curve to the left; thence along said non-tangent curve to the left 45.91 feet through a central angle of 11° 03' 04" (chord bears North 60° 52' 12" East 45.83 feet) to point of reverse curvature; thence along a 215.65 foot radius curve to the right 144.82 feet through a central angle of 38° 28' 36" (chord bears North 74° 34' 58" East 142.12 feet) to a point; thence South 86° 10' 44" East 90.69 feet to the beginning of a 238.00 foot radius curve to the left; thence along said curve to the left 143.26 feet through a central angle of 34° 29' 13" (chord bears North 76° 34' 39" East 141.00 feet); thence North 18° 00' 59" West 198.30 feet; thence North 40° 31' 12" West 296.43 feet; thence North 26° 12' 57" West 135.00 feet; thence South 73° 39' 53" West 126.26 feet; thence North 62° 33' 34" West 94.34 feet; thence North 27° 29' 26" East 144.39 feet; thence North 39° 51' 28" West 263.16 feet; thence South 48° 11' 16" West 259.96 feet; thence North 78° 55' 22" West 121.89 feet; thence South 66° 22' 55" West 148.14 feet; thence South 40° 42' 58" West 276.93 feet; thence South 12° 03' 10" West 214.56 feet; thence North 57° 31' 40" West 1,021.82 feet to an 1/2 inch iron pipe; thence South 59° 00' 19" West 396.02 feet to a 5/8 inch iron rod; thence North 78° 38' 44" West 97.60 feet to a 5/8 inch iron rod; thence North 35° 28' 44" West 122.60 feet to a 5/8 inch iron rod; thence North 59° 43' 41" West 216.00 feet to a 5/8 inch iron rod; thence North 65° 46' 40" West 919.35 feet to a 5/8 inch iron rod on the southeasterly line of the BPA right of way; thence along said right of way North 40° 21' 00" East 2,004.39 feet to a 5/8 inch iron rod; thence leaving said right of way South 21° 52' 06" East 221.63 feet to a 3/4 inch iron pipe; thence South 89° 53' 16" East 104.76 feet to a 3/4 inch iron pipe; thence North 45° 07' 04" East 121.54 feet to a 5/8 inch iron rod; thence North 01° 32' 31" East 0.58 feet to a point; thence South 22° 51' 56" East 133.67 feet to a 5/8 inch iron rod; thence South 34° 22' 53" East 377.84 feet to a 5/8 inch iron rod; thence South 65° 26' 35" East 236.37 feet to a 5/8 inch iron rod; thence South 13° 10' 46" West 117.78 feet to a 5/8 inch iron rod; thence South 71° 56' 35" East 207.62 feet to a 5/8 inch iron rod; thence North 13° 10' 46" East 194.93 feet to a 5/8 inch iron rod; thence South 72° 56' 35" East 72.19 feet to a 5/8 inch iron rod; thence South 53° 51' 59" East 476.72 feet to a 5/8 inch iron rod; thence South 75° 24' 01" East 132.00 feet to a 5/8 inch iron rod; thence South 89° 09' 01" East 74.00 feet to a 5/8 inch iron rod; thence South 00° 50' 59" West 132.00 feet to a 5/8 inch iron rod; thence South 89° 09' 03" East 180.29 feet to a 5/8 inch iron rod on the southwesterly right of way of Foster Creek Road (40.00 foot 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 $66^{\circ} 29' 28''$, the chord of which bears South $44^{\circ} 35' 53''$ East, a distance of 246.26 feet to a $5/8$ inch iron rod; thence South $77^{\circ} 50' 37''$ 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 $21^{\circ} 39' 00''$, the chord of which bears South $67^{\circ} 01' 07''$ East, a distance of 158.06 feet to a $5/8$ inch iron rod; thence South $56^{\circ} 11' 37''$ East 273.36 feet to a $5/8$ inch iron rod; thence leaving said right of way South $46^{\circ} 53' 56''$ West 373.47 feet to a Skamania County brass cap; thence South $62^{\circ} 28' 04''$ 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 $10^{\circ} 30' 04''$, the chord of which bears South $31^{\circ} 18' 02''$ East, a distance of 73.57 feet to a $5/8$ inch iron rod; thence South $79^{\circ} 54' 00''$ West 261.00 feet; thence North $52^{\circ} 53' 13''$ West 100.00 feet; thence South $60^{\circ} 32' 24''$ West 90.00 feet; thence South $19^{\circ} 17' 10''$ East 195.00 feet; thence South $21^{\circ} 51' 54''$ East 137.00 feet; thence South $54^{\circ} 56' 03''$ East 116.00 feet; thence North $83^{\circ} 40' 11''$ East 272.30 feet to a point on the Westerly right of way line of Rock Creek Drive (variable width right of way); thence along said right of way South $08^{\circ} 32' 58''$ West 96.52 feet to a point that bears South $17^{\circ} 15' 33''$ West 0.56 feet from a concrete right of way monument; thence 413.67 feet along the arc of a 1,587.10 foot radius curve to the right, having a central angle of $14^{\circ} 56' 02''$, the chord of which bears South $16^{\circ} 00' 59''$ West, a distance of 412.50 feet to a $5/8$ inch iron rod; thence North $66^{\circ} 31' 00''$ West 20.00 feet to a $5/8$ inch iron rod; thence 191.45 feet along the arc of a 1,567.10 foot radius curve to the right, having a central angle of $06^{\circ} 59' 59''$, a chord of which bears South $26^{\circ} 58' 59''$ West, a distance of 191.33 feet to a $5/8$ inch iron rod; thence South $59^{\circ} 31' 02''$ East 20.00 feet to a $5/8$ inch iron rod; thence 62.63 feet along the arc of a 1,587.10 foot radius curve to the right, having a central angle of $02^{\circ} 15' 40''$, the chord of which bears South $31^{\circ} 36' 48''$ West, a distance of 62.63 feet to a $5/8$ inch iron rod; thence North $56^{\circ} 03' 57''$ West 8.39 feet to a point that bears North $50^{\circ} 38' 42''$ West 0.70 feet from a concrete right of way monument; thence South $33^{\circ} 56' 03''$ West 208.73 feet to a point that bears South $65^{\circ} 29' 49''$ East 0.58 feet from a concrete right of way monument; thence North $56^{\circ} 03' 57''$ West 60.00 feet to a point that bears North $35^{\circ} 49' 26''$ West 0.57 feet from a concrete right of way monument; thence South $33^{\circ} 56' 03''$ West 133.77 feet to a point that bears South $78^{\circ} 22' 11''$ West 1.00 feet from a concrete right of way monument; thence South $56^{\circ} 03' 57''$ East 5.47 feet to a $5/8$ inch iron rod, said rod also marking the intersection of Second Street extension right of way and the westerly right of way of Malicot Road (60.00 foot right of way); thence along said Malicot right of way South $56^{\circ} 27' 19''$ 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 $45^{\circ} 00' 00''$, the chord of which bears South $78^{\circ} 57' 19''$ West, 196.47 feet to a $5/8$ inch iron rod; thence North $78^{\circ} 32' 41''$ 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 $85^{\circ} 12' 00''$, the chord of which bears South $58^{\circ} 51' 19''$ 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 $57^{\circ} 00' 00''$, the chord of which bears South $12^{\circ} 14' 41''$ 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 $69^{\circ} 44' 00''$, the chord of which bears South $05^{\circ} 52' 41''$ East, a distance of 75.12 feet to a $5/8$ inch iron

rod; thence South 28° 59' 19" 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° 18' 00", the chord of which bears South 57° 38' 19" 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° 44' 00", the chord of which bears South 71° 55' 19" 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° 58' 38", the chord of which bears South 65° 32' 38" West, a distance of 44.69 feet to a 1/2 inch iron rod on the west line of said Baughman D.L.C.; thence leaving said Malicot Road right of way along said west line of the Baughman D.L.C. North 00° 50' 59" East 1,237.41 feet to the Point of Beginning.

TOGETHER WITH the following described property:

A tract of land located in the D. Baughman donation land claim situated in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, said tract being that portion of Malicot Road vacated by ordinance No. 871, recorded in Book 126, Page 584 and a tract of land described as Parcel 1 of Book 149, Page 901, Skamania County Deed Records and being more particularly described as follows:

Commencing at a brass cap marking the Northwest corner of said D. Baughman D.L.C.; thence South 00° 50' 59" West, 3369.29 feet along the Westline of said Baughman donation land claim to the Point of Beginning said point being on the Northerly right-of-way line of state Highway No. 8; thence along said Northerly right-of-way the following courses and distances:

North 49° 20' 38" East, 225.03 to the beginning of a 2785.00 foot radius curve to the left having a central angle of 05° 28' 09"; thence along said curve to the left (the long chord of which bears North 46° 36' 33" East, 265.74 feet) 265.84 feet; thence South 46° 07' 31" East, 30.00 feet to the beginning of a 2815.00 foot radius curve to the left having a central angle of 05° 23' 51"; thence along said curve to the left (the long chord of which bears North 41° 10' 33" East, 265.09 feet) 265.19 feet; thence North 38° 28' 38" East, 337.63 feet; thence leaving said northerly R.O.W. North 56° 03' 57" West 46.84 feet to the northerly right-of-way of vacated Malicot Road; thence along said northerly right-of-way the following courses and distances:

Along said Malicot right-of-way South 56° 27' 19" West 46.44 feet to a 5/8 inch iron rod and the beginning of a 256.70 foot radius curve to the right having a central angle of 45° 00' 00"; thence along said curve to the right (the long chord of which bears South 78° 57' 19" West, 196.47 feet) 201.61 feet to a 5/8 inch iron rod; thence North 78° 32' 41" West 13.00 feet to a 5/8 inch iron rod at the beginning of a 125.70 foot radius curve to the left, having a central angle of 85° 12' 00"; thence along said curve to the left (the long chord of which bears South 58° 51' 19" West, 170.17 feet) 186.92 feet to a 5/8 inch iron rod marking the point of compound curvature of a 173.40 foot radius curve to the left having a central angle of 57° 00' 00"; thence along said curve to the left (the long chord of which bears South 12° 14' 41" East, 165.48 feet) 172.50 feet to a 5/8 inch iron rod

marking the point of a reverse curvature of a 65.70 foot radius curve to the right, having a central angle of $69^{\circ}44'00''$; thence along said curve to the right (the long chord of which bears South $05^{\circ}52'41''$ East, 75.12 feet) 79.96 feet to a 5/8 inch iron rod; thence South $28^{\circ}59'19''$ West 98.60 feet to a 5/8 inch iron rod at the beginning of a 65.70 foot radius curve to the right, having a central angle of $57^{\circ}18'00''$; thence along said curve to the right (the long chord of which bears South $57^{\circ}38'19''$ West, 63.00 feet) 65.70 feet to a 5/8 inch iron rod at the beginning of a 507.60 foot radius of reverse curvature to the left having a central angle $14^{\circ}21'23''$; thence along said curve to the left (the long chord of which bears South $79^{\circ}06'37''$ West, 126.86 feet) 127.19 feet to a point; thence leaving said Northerly right-of-way South $18^{\circ}04'04''$ East, 60.00 feet to a point on the southerly right-of-way of said Malicot Road, said point being the beginning of a 447.60 foot radius curve to the left having a central angle of $14^{\circ}22'37''$; thence along said southerly right-of-way (the long chord of which bears South $64^{\circ}44'37''$ West, 112.02 feet) 112.31 feet to a point at the beginning of a 220.80 foot radius of a reverse curvature to the right having a central angle of $20^{\circ}46'29''$; thence along said curve to the right (the long chord of which bears South $67^{\circ}56'34''$ West, 79.62 feet) 80.06 feet to a point on the westerly line of said Baughman D.L.C.; thence South $00^{\circ}50'59''$ West, 134.54 feet to the Point of Beginning. Also described as Parcel III in Deed recorded in Book 158, Page 738.

EXHIBIT B
Retained Land

Being a tract of land in the D. Baughman donation land claim, in Section 2, Township 2 North, Range 7 East of the Willamette Meridian in the county of Skamania and State of Washington and being more particularly described as follows:

Commencing at a 5/8 inch iron rod at the southeast corner of that tract of land described in deed Book 108, Page 887, Skamania County deed records, said iron rod also being on the Southerly right of way line 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 $10^{\circ} 30' 04''$, the chord of which bears South $31^{\circ} 18' 02''$ East, a distance of 73.57 feet to a 5/8 inch iron rod and the Point of Beginning; thence South $79^{\circ} 54' 00''$ West 261.00 feet; thence North $52^{\circ} 53' 13''$ West 100.00 feet; thence South $60^{\circ} 32' 24''$ West 90.00 feet; thence South $19^{\circ} 17' 10''$ East 195.00 feet; thence South $21^{\circ} 51' 54''$ East 137.00 feet; thence South $54^{\circ} 56' 03''$ East 116.00 feet; thence North $83^{\circ} 40' 11''$ East 272.30 feet to a point on the westerly right of way line of Rock Creek Road; thence along said right of way North $08^{\circ} 32' 58''$ East 274.00 feet to a 5/8 inch rod at the intersection of said westerly right of way and the southerly right of way of Foster Creek Road; thence along said Southerly right of way 134.33 feet along the arc of a 402.00 foot radius curve to the right, having a central angle of $19^{\circ} 08' 46''$, the chord of which bears North $46^{\circ} 07' 27''$ West, a distance of 133.71 feet to a 5/8 inch iron rod; thence North $36^{\circ} 33' 04''$ West 17.29 feet to the Point of Beginning.

Gary H. Martin, Skamania County Assessor

Date 02/22/01 Parcel # 2-7-2-614

BOOK 206 PAGE 782

EXHIBIT C

Form of Statutory Warranty Deed with Retained Land Easement

AFTER RECORDING MAIL TO:

Name Jeffrey C. Wolfstone
Address Lane Powell Spears Lubersky LLP
601 SW Second Avenue, Suite 2100
City/State Portland, Oregon 97204-3158

**Statutory Warranty Deed (Fulfillment)
and Grant of Easement**

Grantor: SKAMANIA COUNTY, a political subdivision of the State of Washington

Grantee: YCP SKAMANIA L.P., a Delaware limited partnership

**Abbreviated
Legal Description:** Ptn Sec 2, T 2 N, R 7 E
(complete legal description on Exhibit A, page 4)

Tax Parcel No.: 02-07-02-0-0612-00

Reference Numbers of Related Documents: Book 144, page 190, Auditor's File No. 119856; Book 158, Page 744, Auditor's File No. 125893

THE GRANTOR, SKAMANIA COUNTY, a political subdivision of the State of Washington, for and in consideration of Ten Dollars (\$10.00) in hand paid, conveys and warrants to YCP SKAMANIA L.P., a Delaware limited partnership, the following described real estate, situated in the County of Skamania, State of Washington:

Parcel 1:

The real property legally described as "Parcel 1" on Exhibit A attached hereto and by reference made a part hereof; and

704047-0005/794497.1

Parcel 2:

A permanent, irrevocable easement, running with the land for the benefit of Parcel 1 described above, to use the surface and portion of the subsurface to a depth of five (5) feet of the real property described as "Parcel 2" on Exhibit A attached hereto, as is required solely for the continued and future operation of a golf course, and uses incidental to the operation of the Skamania Lodge.

All subject to those encumbrances set forth on Exhibit B attached hereto and by reference made a part hereof.

Reserving unto Grantor an easement for ingress and egress across the existing road legally described on attached Exhibit C.

This deed is given in fulfillment of that certain real estate contract between the parties hereto dated June 30, 1994, a memorandum of which was recorded June 30, 1994 in Book 144, page 190, under Auditor's File No. 119856, records of Skamania County, Washington, as amended by First Amendment to Contract of Sale dated February __, 2001, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Sales Tax was paid on this sale or stamped exempt on June 30, 1994, Receipt No. 16716.

DATED this ____ day of February, 2001.

SKAMANIA COUNTY, a political subdivision of the
State of Washington

By: _____
Name: Al McKee
Chair, Board of County Commissioners

BOOK 206 PAGE 785

STATE OF WASHINGTON)
) SS.
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that Al McKee is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Chair, Board of County Commissioners of Skamania County, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: _____

Print Name: _____
NOTARY PUBLIC in and for the State of Washington
Residing at _____
My appointment expires: _____

704047-0005/794497.1

Page 3

EXHIBIT A

Legal Description

Parcel 1

Being a tract of land out of portions of Government Lots 2 and 3, in the D. Baughman donation land claim and F. Iman donation land claim, in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington and being more particularly described as follows:

Beginning at a 1/2 inch iron rod on the west line of the Baughman D.L.C., said rod being South 00° 50' 59" West 1,935.30 feet from a brass cap marking the Northwest corner of the Baughman D.L.C.; thence North 70° 07' 20" East 232.20 feet; thence North 31° 57' 00" West 34.60 feet to the beginning of a 238.00 foot radius non-tangent curve to the left; thence along said non-tangent curve to the left 45.91 feet through a central angle of 11° 03' 04" (chord bears North 60° 52' 12" East 45.83 feet) to point of reverse curvature; thence along a 215.65 foot radius curve to the right 144.82 feet through a central angle of 38° 28' 36" (chord bears North 74° 34' 58" East 142.12 feet) to a point; thence South 86° 10' 44" East 90.69 feet to the beginning of a 238.00 foot radius curve to the left; thence along said curve to the left 143.26 feet through a central angle of 34° 29' 13" (chord bears North 76° 34' 39" East 141.00 feet); thence North 18° 00' 59" West 198.30 feet; thence North 40° 31' 12" West 296.43 feet; thence North 26° 12' 57" West 135.00 feet; thence South 73° 39' 53" West 126.26 feet; thence North 62° 33' 34" West 94.34 feet; thence North 27° 29' 26" East 144.39 feet; thence North 39° 51' 28" West 263.16 feet; thence South 48° 11' 16" West 259.96 feet; thence North 78° 55' 22" West 121.89 feet; thence South 66° 22' 55" West 148.14 feet; thence South 40° 42' 58" West 276.93 feet; thence South 12° 03' 10" West 214.56 feet; thence North 57° 31' 40" West 1,021.82 feet to an 1/2 inch iron pipe; thence South 59° 00' 19" West 396.02 feet to a 5/8 inch iron rod; thence North 78° 38' 44" West 97.60 feet to a 5/8 inch iron rod; thence North 35° 28' 44" West 122.60 feet to a 5/8 inch iron rod; thence North 59° 43' 41" West 216.00 feet to a 5/8 inch iron rod; thence North 65° 46' 40" West 919.35 feet to a 5/8 inch iron rod on the southeasterly line of the BPA right of way; thence along said right of way North 40° 21' 00" East 2,004.39 feet to a 5/8 inch iron rod; thence leaving said right of way South 21° 52' 06" East 221.63 feet to a 3/4 inch iron pipe; thence South 89° 53' 16" East 104.76 feet to a 3/4 inch iron pipe; thence North 45° 07' 04" East 121.54 feet to a 5/8 inch iron rod; thence North 01° 32' 31" East 0.58 feet to a point; thence South 22° 51' 56" East 133.67 feet to a 5/8 inch iron rod; thence South 34° 22' 53" East 377.84 feet to a 5/8 inch iron rod; thence South 65° 26' 35" East 236.37 feet to a 5/8 inch iron rod; thence South 13° 10' 46" West 117.78 feet to a 5/8 inch iron rod; thence South 71° 56' 35" East 207.62 feet to a 5/8 inch iron rod; thence North 13° 10' 46" East 194.93 feet to a 5/8 inch iron rod; thence South 72° 56' 35" East 72.19 feet to a 5/8 inch iron rod; thence South 53° 51' 59" East 476.72 feet to a 5/8 inch iron rod; thence South 75° 24' 01" East 132.00 feet to a 5/8 inch iron rod; thence South 89° 09' 01" East 74.00 feet to a 5/8 inch iron rod; thence South 00° 50' 59" West 132.00 feet to a 5/8 inch iron rod; thence South 89° 09' 03" East 180.29 feet to a 5/8 inch iron rod on the southwesterly right of way of Foster Creek Road (40.00 foot 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° 29' 28", the chord of which bears South 44° 35' 53" East, a distance of 246.26 feet to a 5/8 inch iron rod; thence South 77° 50' 37" 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° 39' 00", the chord of which bears South 67° 01' 07" East, a distance of 158.06 feet to a 5/8 inch iron rod; thence South 56° 11' 37" East 273.36 feet to a 5/8 inch iron rod; thence leaving said right of way South 46° 53' 56" West 373.47 feet to a

704047-0005/794497.1

Skamania County brass cap; thence South 62° 28' 04" 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° 30' 04", the chord of which bears South 31° 18' 02" East, a distance of 73.57 feet to a 5/8 inch iron rod; thence South 79° 54' 00" West 261.00 feet; thence North 52° 53' 13" West 100.00 feet; thence South 60° 32' 24" West 90.00 feet; thence South 19° 17' 10" East 195.00 feet; thence South 21° 51' 54" East 137.00 feet; thence South 54° 56' 03" East 116.00 feet; thence North 83° 40' 11" East 272.30 feet to a point on the Westerly right of way line of Rock Creek Drive (variable width right of way); thence along said right of way South 08° 32' 58" West 96.52 feet to a point that bears South 17° 15' 33" West 0.56 feet from a concrete right of way monument; thence 413.67 feet along the arc of a 1,587.10 foot radius curve to the right, having a central angle of 14° 56' 02", the chord of which bears South 16° 00' 59" West, a distance of 412.50 feet to a 5/8 inch iron rod; thence North 66° 31' 00" West 20.00 feet to a 5/8 inch iron rod; thence 191.45 feet along the arc of a 1,567.10 foot radius curve to the right, having a central angle of 06° 59' 59", a chord of which bears South 26° 58' 59" West, a distance of 191.33 feet to a 5/8 inch iron rod; thence South 59° 31' 02" East 20.00 feet to a 5/8 inch iron rod; thence 62.63 feet along the arc of a 1,587.10 foot radius curve to the right, having a central angle of 02° 15' 40", the chord of which bears South 31° 36' 48" West, a distance of 62.63 feet to a 5/8 inch iron rod; thence North 56° 03' 57" West 8.39 feet to a point that bears North 50° 38' 42" West 0.70 feet from a concrete right of way monument; thence South 33° 56' 03" West 208.73 feet to a point that bears South 55° 29' 49" East 0.58 feet from a concrete right of way monument; thence North 56° 03' 57" West 60.00 feet to a point that bears North 35° 49' 26" West 0.57 feet from a concrete right of way monument; thence South 33° 56' 03" West 133.77 feet to a point that bears South 78° 22' 11" West 1.00 feet from a concrete right of way monument; thence South 56° 03' 57" East 5.47 feet to a 5/8 inch iron rod, said rod also marking the intersection of Second Street extension right of way and the westerly right of way of Malicot Road (60.00 foot right of way); thence along said Malicot right of way South 56° 27' 19" 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° 00' 00", the chord of which bears South 78° 57' 19" West, 196.47 feet to a 5/8 inch iron rod; thence North 78° 32' 41" 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° 12' 00", the chord of which bears South 58° 51' 19" 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° 00' 00", the chord of which bears South 12° 14' 41" 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° 44' 00", the chord of which bears South 05° 52' 41" East, a distance of 75.12 feet to a 5/8 inch iron rod; thence South 28° 59' 19" 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° 18' 00", the chord of which bears South 57° 38' 19" 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° 44' 00", the chord of which bears South 71° 55' 19" 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° 58' 38", the chord of which bears South 65° 32' 38" West, a distance of 44.69 feet to a 1/2 inch iron rod on the west line of said Baughman D.L.C.; thence leaving said Malicot Road right of way along said west line of the Baughman D.L.C. North 00° 50' 59" East 1,237.41 feet to the Point of Beginning.

TOGETHER WITH the following described property:

704047-0005/794497.1

A tract of land located in the D. Baughman donation land claim situated in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, said tract being that portion of Malicot Road vacated by ordinance No. 871, recorded in Book 126, Page 584 and a tract of land described as Parcel 1 of Book 149, Page 901, Skamania County Deed Records and being more particularly described as follows:

Commencing at a brass cap marking the Northwest corner of said D. Baughman D.L.C.; thence South 00°50'59" West, 3369.29 feet along the Westline of said Baughman donation land claim to the Point of Beginning said point being on the Northerly right-of-way line of state Highway No. 8; thence along said Northerly right-of-way the following courses and distances:

North 49°20'30" East, 225.03 to the beginning of a 2785.00 foot radius curve to the left having a central angle of 05°28'09"; thence along said curve to the left (the long chord of which bears North 46°36'33" East, 265.74 feet) 265.84 feet; thence South 46°07'31" East, 30.00 feet to the beginning of a 2815.00 foot radius curve to the left having a central angle of 05°23'51"; thence along said curve to the left (the long chord of which bears North 41°10'33" East, 265.09 feet) 265.19 feet; thence North 38°28'38" East, 337.63 feet; thence leaving said northerly R.O.W. North 56°03'57" West 46.84 feet to the northerly right-of-way of vacated Malicot Road; thence along said northerly right-of-way the following courses and distances:

Along said Malicot right-of-way South 56°27'19" West 46.44 feet to a 5/8 inch iron rod and the beginning of a 256.70 foot radius curve to the right having a central angle of 45°00'00"; thence along said curve to the right (the long chord of which bears South 78°57'19" West, 196.47 feet) 201.61 feet to a 5/8 inch iron rod; thence North 78°32'41" West 13.00 feet to a 5/8 inch iron rod at the beginning of a 125.70 foot radius curve to the left, having a central angle of 85°12'00"; thence along said curve to the left (the long chord of which bears South 58°51'19" West, 170.17 feet) 186.92 feet to a 5/8 inch iron rod marking the point of compound curvature of a 173.40 foot radius curve to the left having a central angle of 57°00'00"; thence along said curve to the left (the long chord of which bears South 12°14'41" East, 165.48 feet) 172.50 feet to a 5/8 inch iron rod marking the point of a reverse curvature of a 65.70 foot radius curve to the right, having a central angle of 69°44'00"; thence along said curve to the right (the long chord of which bears South 05°52'41" East, 75.12 feet) 79.96 feet to a 5/8 inch iron rod; thence South 28°59'19" West 98.60 feet to a 5/8 inch iron rod at the beginning of a 65.70 foot radius curve to the right, having a central angle of 57°18'00"; thence along said curve to the right (the long chord of which bears South 57°38'19" West, 63.00 feet) 65.70 feet to a 5/8 inch iron rod at the beginning of a 507.60 foot radius of reverse curvature to the left having a central angle 14°21'23"; thence along said curve to the left (the long chord of which bears South 79°06'37" West, 126.86 feet) 127.19 feet to a point; thence leaving said Northerly right-of-way South 18°04'04" East, 60.00 feet to a point on the southerly right-of-way of said Malicot Road, said point being the beginning of a 447.60 foot radius curve to the left having a central angle of 14°22'37"; thence along said southerly right-of-way (the long chord of which bears South 64°44'37" West, 112.02 feet) 112.31 feet to a point at the beginning of a 220.80 foot radius of a reverse curvature to the right having a central angle of 20°46'29"; thence along said curve to the right (the long chord of which bears South 67°56'34" West, 79.62 feet) 80.06 feet to a point on the westerly line of said Baughman D.L.C.; thence South 00°50'59" West, 134.54 feet to the Point of Beginning. Also described as Parcel III in Deed recorded in Book 158, Page 738.

Parcel 2

Being a tract of land in the D. Baughman donation land claim, in Section 2, Township 2 North, Range 7 East of the Willamette Meridian in the county of Skamania and State of Washington and being more particularly described as follows:

Commencing at a 5/8 inch iron rod at the southeast corner of that tract of land described in deed Book 108, Page 887, Skamania County deed records, said iron rod also being on the Southerly right of way line 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 $10^{\circ} 30' 04''$, the chord of which bears South $31^{\circ} 18' 02''$ East, a distance of 73.57 feet to a 5/8 inch iron rod and the Point of Beginning; thence South $79^{\circ} 54' 00''$ West 261.00 feet; thence North $52^{\circ} 53' 13''$ West 100.00 feet; thence South $60^{\circ} 32' 24''$ West 90.00 feet; thence South $19^{\circ} 17' 10''$ East 195.00 feet; thence South $21^{\circ} 51' 54''$ East 137.00 feet; thence South $54^{\circ} 56' 03''$ East 116.00 feet; thence North $83^{\circ} 40' 11''$ East 272.30 feet to a point on the westerly right of way line of Rock Creek Road; thence along said right of way North $08^{\circ} 32' 58''$ East 274.00 feet to a 5/8 inch rod at the intersection of said westerly right of way and the southerly right of way of Foster Creek Road; thence along said Southerly right of way 134.33 feet along the arc of a 402.00 foot radius curve to the right, having a central angle of $19^{\circ} 08' 46''$, the chord of which bears North $46^{\circ} 07' 27''$ West, a distance of 133.71 feet to a 5/8 inch iron rod; thence North $36^{\circ} 33' 04''$ West 17.29 feet to the Point of Beginning.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Easement for Access Road, including the terms and provisions thereof, recorded November 12, 1941 in Book 28, Page 492, Skamania County Deed Records.
2. Road Re-location Agreement between Skamania County and Ivan W. Howell, including the terms and provisions thereof, recorded May 26, 1992 in Book 128, page 789, Skamania County Deed Records.
3. Road Re-location Agreement between Skamania County and Gloria DeGroote, including the terms and provisions thereof, recorded May 26, 1992 in Book 128, page 806, Skamania County Deed Records.
4. Road Re-location Agreement between Skamania County and Robert J. Talent et ux., including the terms and provisions thereof, recorded May 26, 1992 in Book 128, Page 816, Skamania County Deed Records.
5. Settlement Agreement, including the terms and provisions thereof, recorded May 26, 1992 in Book 128, Page 783, Skamania County Deed Records.
6. Easement for Ingress and Egress, including the terms and provisions thereof, recorded May 26, 1992 in Book 128, Page 836, Skamania County Deed Records.
7. Covenants of Public Access, including the terms and provisions thereof, recorded May 1, 1996 in Book 156, Page 987.
8. License between Skamania County, Salishan Lodge and the United States of America, including the terms and provisions thereof, recorded May 1, 1996 in Book 156, Page 983.
9. Easement for Utilities, Pedestrian and Bicycle Path, including the terms and provisions thereof, by ordinance No. 871, recorded Dec. 20, 1991 in Book 126, Page 584. Also Recorded July 26, 1996 in Book 158, Page 625.
10. Memorandum of Founders rights, including the terms and provisions thereof recorded August 1, 1996, in Book 158, Page 750.
11. Easement for Ingress and Egress, including the terms and provisions thereof, recorded March 29, 1997 in Book 163, Page 780, Skamania County Deed Records.
12. Easement in favor of City of Stevenson including the terms and provisions thereof, as disclosed by the Vacation thereof of the Vacated Portion of Malicot, recorded December 20, 1991 in Book 126, Page 584.
13. Pending Suit between Karla J. Talent as Plaintiff v. YCP Skamania L.P., et al., filed February 17, 1998, Case No. 98-2-00022 0. Also recorded February 25, 1998 in Auditor's File No. 130626.

EXHIBIT C

Legal Description of Reserved Easement

BEING a 24 foot wide easement across 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 deeds recorded in Book 27, Page 39 and Book 110, Page 121 of Skamania County Deed Records, said 24 foot wide easement being 12.00 feet on each side of the following described centerline:

Commencing from a 5/8" iron rod with yellow plastic cap marked "Harrison PLS 24780" in the west right-of-way line of Second Street Extension and the south right-of-way line of Foster Creek Road, said iron rod being S 42°20'22" E 1802.86 feet from a brass cap marking the Northwest corner of said D. Baughman D.L.C.; Thence S 08°32'58" W, along said Second Street right-of-way line, 303.38 feet to the True Point of Beginning, said point being the beginning of a non-tangent 250.00 foot radius curve to the left; Thence along said non-tangent curve to the left 92.86 feet through a central angle of 21°16'59" (chord bears S 86°23'33" W 92.33 feet); Thence S 75°45'03" W 69.25 feet to the beginning of a 170.00 foot radius curve to the right; Thence along said curve to the right 127.19 feet through a central angle of 42°52'07" (chord bears N 82°48'53" W 124.25 feet) to a point; Thence N 61°22'50" W 30.32 feet to the beginning of a 123.68 foot radius curve to the left; Thence along said curve to the left 147.25 feet through a central angle of 68°12'51" (chord bears S 84°30'45" W 138.71 feet) to a point; Thence S 50°24'19" W 139.98 feet to the beginning of a 250.00 foot radius curve to the right; Thence along said curve to the right 189.44 feet through a central angle of 43°24'57" (chord bears S 72°06'48" W 184.94 feet) to a point; Thence N 86°10'44" W 90.69 feet to the beginning of a 203.65 foot radius curve to the left; Thence along said curve to the left 136.76 feet through a central angle of 38°28'36" (chord bears S 74°34'58" W 134.21 feet) to a point of reverse curvature; Thence along a 250.00 foot radius curve to the right 62.96 feet through a central angle of 14°25'46" (chord bears S 62°33'33" W 62.79 feet) to a point; Thence S 69°46'26" W 28.65 feet to the beginning of a 100.00 foot radius curve to the right; Thence along said curve to the right 126.32 feet through a central angle of 72°22'37" (chord bears N 74°02'16" W 118.09 feet) to a point; Thence N 37°50'57" W 73.21 feet to the beginning of a 200.00 foot radius curve to the left; Thence along said curve to the left 121.96 feet through a central angle of 34°56'20" (chord bears N 55°19'07" W 120.08 feet) to a point of reverse curvature; Thence along a 120.00 foot radius curve to the right 243.16 feet through a central angle of 116°06'04" (chord bears N 14°44'16" W 203.64 feet) to a point; Thence N 43°18'46" E 31.83 feet to the beginning of a 145.00 foot radius curve to the left; Thence along said curve to the left 113.33 feet through a central angle of 44°46'50" (chord bears N 20°55'21" E 110.47 feet) to a point of compound curvature; Thence along a 100.00 foot radius curve to the left 71.05 feet through a central angle of 40°42'22" (chord bears N 21°49'15" W 69.56 feet) to a point; Thence N 42°10'26" W 92.01 feet to the beginning of a 185.00 foot radius curve to the right; Thence along said curve to the right 93.85 feet through a central angle of 29°04'00" (chord bears N 27°38'26" W 92.85 feet) to a point; Thence N 13°06'27" W 48.33 feet to the beginning of a 27.00 foot radius curve to the left; Thence along said curve to the left 42.66 feet through a central angle of 90°31'52" (chord bears N 58°22'23" W 38.36 feet) to a point of reverse curvature; Thence along a 37.00 foot radius curve to the right 18.02 feet through a central angle of 27°56'02" (chord bears N 89°41'18" W 17.84 feet) to a point; Thence N 75°44'17" W 41.60 feet to the beginning of a 38.00 foot radius curve to the left; Thence along said curve to the left 34.35 feet through a central angle of 51°47'27" (chord bears S 78°22'00" W 33.19 feet) to a point of reverse curvature; Thence along a 120.00 foot radius curve to the right 73.67 feet through a central angle of 35°10'26" (chord bears S 70°03'29" W 72.52 feet) to a point of reverse curvature; Thence along a 75.00 foot radius curve to the left 61.42 feet through a central angle of 46°55'19" (chord bears S 64°11'03" W 59.72 feet) to a point of compound curvature; Thence along a 500.00 foot radius curve to the left 375.70

704047-0005/794497.1

BOOK 206 PAGE 792

feet through a central angle of $43^{\circ}03'08''$ (chord bears $S 19^{\circ}11'50'' W 366.92$ feet) to a point of compound curvature; Thence along a 25.00 foot radius curve to the left 23.11 feet through a central angle of $52^{\circ}58'02''$ (chord bears $S 28^{\circ}48'45'' E 22.30$ feet) to a point; Thence $S 55^{\circ}17'46'' E 209.88$ feet to the beginning of a 190.00 foot radius curve to the left; Thence along said curve to the left 166.77 feet through a central angle of $50^{\circ}17'23''$ (chord bears $S 80^{\circ}26'28'' E 161.47$ feet) to a point; Thence $N 74^{\circ}24'51'' E 83.40$ feet to the terminus of the above described centerline from which $\frac{1}{4}''$ iron rod at the northeast corner of Lot 5 of Columbia Gorge Park bears $S 28^{\circ}33'27'' E 351.76$ feet.

The basis of bearings for this legal description is per Volume 3, Pages 53 and 54, Skamania County Survey Records.

704047-0005/794497.1

EXHIBIT D

Encumbrances to Statutory Warranty Deed for Adjusted Golf Course Site

- i) Easement for Access Road, including the terms and provisions thereof, recorded November 12, 1941 in Book 28, Page 492, Skamania County Deed Records.
- ii) Road Re-location Agreement between Skamania County and Ivan W. Howell, including the terms and provisions thereof, recorded May 26, 1992 in Book 128, page 789, Skamania County Deed Records.
- iii) Road Re-location Agreement between Skamania County and Gloria DeGroot, including the terms and provisions thereof, recorded May 26, 1992 in Book 128, page 806, Skamania County Deed Records.
- iv) Road Re-location Agreement between Skamania County and Robert J. Talent et ux., including the terms and provisions thereof, recorded May 26, 1992 in Book 128, Page 816, Skamania County Deed Records.
- v) Settlement Agreement, including the terms and provisions thereof, recorded May 26, 1992 in Book 128, Page 783, Skamania County Deed Records.
- vi) Easement for Ingress and Egress, including the terms and provisions thereof, recorded May 26, 1992 in Book 128, Page 836, Skamania County Deed Records.
- vii) Covenants of Public Access, including the terms and provisions thereof, recorded May 1, 1996 in Book 156, Page 987.
- viii) License between Skamania County, Salishan Lodge and the United States of America, including the terms and provisions thereof, recorded May 1, 1996 in Book 156, Page 983.
- ix) Easement for Utilities, Pedestrian and Bicycle Path, including the terms and provisions thereof, by ordinance No. 371, recorded Dec. 20, 1991 in Book 126, Page 584. Also Recorded July 26, 1996 in Book 158, Page 625.
- x) Memorandum of Founders rights, including the terms and provisions thereof recorded August 1, 1996, in Book 158, Page 750.
- xi) Easement for Ingress and Egress, including the terms and provisions thereof, recorded March 29, 1997 in Book 163, Page 780, Skamania County Deed Records.
- xii) Easement in favor of City of Stevenson including the terms and provisions thereof, as disclosed by the Vacation thereof of the Vacated Portion of Malicot, recorded December

BOOK 206 PAGE 794

20, 1991 in Book 126, Page 584.

- xiii) Pending Suit between Karla J. Talent as Plaintiff v. YCP Skamania L.P., et al., filed February 17, 1998, Case No. 98-2-00022 0. Also recorded February 25, 1998 in Auditor's File No. 130626.

BOOK 206 PAGE 795

EXHIBIT E

Form of Quit Claim Deed Conveying Interest in Meeting Facility and Lodge Site

AFTER RECORDING MAIL TO:

Name Jeffrey C. Wolfstone
Address Lane Powell Spears Lubersky LLP
601 SW Second Avenue, Suite 2100
City/State Portland, Oregon 97204-3158

QUIT CLAIM DEED (FULFILLMENT)

Grantor: SKAMANIA COUNTY, a political subdivision of the State of Washington

Grantee: YCP SKAMANIA L.P., a Delaware limited partnership

**Reference No. of
Related Document:** Book 144, page 190, Auditor's File No. 119856

**Abbreviated
Legal Description:** Ptn Sec 2, T 2 N, R 7 E
(complete legal description on Exhibit A, page 3)

Tax Parcel No.: 02-07-02-0-0611-00

THE GRANTOR, SKAMANIA COUNTY, a political subdivision of the State of Washington, for and in consideration of Ten Dollars (\$10.00) in hand paid, conveys and quit claims to YCP SKAMANIA L.P., a Delaware limited partnership, all of its right, title and interest in and to any buildings, structures or other improvements located upon the real property situated in the County of Skamania, State of Washington, legally described on Exhibit A attached hereto.

This deed is given in fulfillment of that certain real estate contract between the parties hereto dated June 30, 1994, a memorandum of which was recorded June 30, 1994 in Book 144, page 190, under Auditor's File No. 119856, records of Skamania County, Washington, as amended by First Amendment to Contract of Sale dated February 2001, and conditioned for the conveyance of the above described property.

Real Estate Sales Tax was paid on this sale or stamped exempt on June 30, 1994, Receipt No. 16716.

Dated: February _____, 2001.

SKAMANIA COUNTY, a political subdivision of the
State of Washington

By: _____
Name: Al McKee
Chair, Board of County Commissioners

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that Al McKee is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Chair of the Board of County Commissioners of Skamania County, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: _____

Print Name: _____
NOTARY PUBLIC for the State of
Washington, residing at

My appointment expires:

EXHIBIT A
Legal Description

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, in the County of Skamania, State of Washington, and being a portion of two tracts of land conveyed to Skamania county by deed recorded in Book 27, Page 39, and in Book 110, Page 121, Skamania County Deed Records, described as follows:

Beginning at a 1/2" iron rod as depicted on that certain Records of Survey recorded in Volume 3, Page 53, Survey Records, Skamania County, Washington, marking the Northeast corner of Columbia Gorge Park, recorded in Book 8, 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" W 1935.30 feet from a brass cap marking the Northwest corner of said D. Baughman D.L.C.; Thence N 57°31'40" W along the N line of Columbia Gorge park 818.09 feet; Thence N 12°03'10" E 214.56 feet; Thence N 40°42'58" E 276.93 feet; Thence N 66°22'55" E 148.14 feet; Thence S 78°55'22" E 121.89 feet; Thence N 48°11'16" E 259.96 feet; Thence S 39°51'28" E 263.16 feet; Thence S 27°29'26" W 144.39 feet; Thence S 62°33'34" E 94.34 feet; Thence S 27°26'26" W 93.57 feet; Thence S 62°33'34" E 20.86 feet; Thence S 27°26'26" W 37.03 feet; Thence S 00°02'58" W 93.69 feet; Thence S 72°28'58" W 32.45 feet; Thence S 17°31'02" E 168.85 feet; Thence N 72°28'58" E 10.64 feet; Thence S 17°31'02" E 71.64 feet; Thence N 72°28'58" E 27.30 feet; Thence S 17°31'02" E 84.14 feet; Thence S 72°28'58" W 47.82 feet; Thence S 17°31'02" East 46.24 feet; Thence S 31°57'00" E 35.43 feet; Thence S 70°07'20" W 232.20 feet to the true point of beginning.

BOOK 206 PAGE 799

EXHIBIT F

Form of Quit Claim Deed for Interest in Meeting Facility

AFTER RECORDING MAIL TO:

Name Jeffrey C. Wolfstone
Address Lane Powell Spears Lubersky LLP
601 SW Second Avenue, Suite 2100
City/State Portland, Oregon 97204-3158

QUIT CLAIM DEED (FULFILLMENT)

Grantor: SKAMANIA COUNTY, a political subdivision of the State of Washington
Grantee: YCP SKAMANIA L.P., a Delaware limited partnership
Reference No. of Related Document: Book 144, page 190, Auditor's File No. 119856
Abbreviated Legal Description: Ptn Sec 2, T 2 N, R 7 E
(complete legal description on Exhibit A, page 3)
Tax Parcel No.: 02-07-02-0-0611-00

THE GRANTOR, SKAMANIA COUNTY, a political subdivision of the State of Washington, for and in consideration of Ten Dollars (\$10.00) in hand paid, conveys and quit claims to YCP SKAMANIA L.P., a Delaware limited partnership, any and all of Grantor's right to re-enter as contained in that certain Deed between Grantor and Salishan Lodge, Inc. recorded May 26, 1992 in Book 128, Page 834, Skamania County Deed Records, pertaining to the real property situated in the County of Skamania, State of Washington, legally described on Exhibit A attached hereto.

This deed is given in fulfillment of that certain real estate contract between the parties hereto dated June 30, 1994, a memorandum of which was recorded June 30, 1994 in Book 144, page 190, under Auditor's File No. 119856, records of Skamania County, Washington, as amended by First Amendment to Contract of Sale dated February 2001, and conditioned for the conveyance of the above described property.

Real Estate Sales Tax was paid on this sale or stamped exempt on June 30, 1994, Receipt No. 16716.

Dated: February ____, 2001.

SKAMANIA COUNTY, a political subdivision of the State of Washington

By: _____
Name: Al McKee
Chair, Board of County Commissioners

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that **Al McKee** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Chair, Board of County Commissioners of Skamania County, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: _____

Print Name: _____
NOTARY PUBLIC for the State of
 Washington, residing at _____

My appointment expires:

EXHIBIT A
Legal Description

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, in the County of Skamania, State of Washington, and being a portion of two tracts of land conveyed to Skamania county by deed recorded in Book 27, Page 39, and in Book 110, Page 121, Skamania County Deed Records, described as follows:

Beginning at a 1/2" iron rod as depicted on that certain Records of Survey recorded in Volume 3, Page 53, Survey Records, Skamania County, Washington, marking the Northeast corner of Columbia Gorge Park, recorded in Book 8, 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" W 1935.30 feet from a brass cap marking the Northwest corner of said D. Baughman D.L.C.; Thence N 57°31'40" W along the N line of Columbia Gorge park 818.09 feet; Thence N 12°03'10" E 214.56 feet; Thence N 40°42'58" E 276.93 feet; Thence N 66°22'55" E 148.14 feet; Thence S 78°55'22" E 121.89 feet; Thence N 48°11'16" E 259.96 feet; Thence S 39°51'28" E 263.16 feet; Thence S 27°29'26" W 144.39 feet; Thence S 62°33'34" E 94.34 feet; Thence S 27°26'26" W 93.57 feet; Thence S 62°33'34" E 20.86 feet; Thence S 27°26'26" W 37.03 feet; Thence S 00°02'58" W 93.69 feet; Thence S 72°28'58" W 32.45 feet; Thence S 17°31'02" E 168.85 feet; Thence N 72°28'58" E 10.64 feet; Thence S 17°31'02" E 71.64 feet; Thence N 72°28'58" E 27.30 feet; Thence S 17°31'02" E 84.14 feet; Thence S 72°28'58" W 47.82 feet; Thence S 17°31'02" East 46.24 feet; Thence S 31°57'00" E 35.43 feet; Thence S 70°07'20" W 232.20 feet to the true point of beginning.

BOOK 206 PAGE 803

EXHIBIT G

County-Opco Agreement

BOOK 206 PAGE 804

After Filing Return To:
Mary Kate Lehman
Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688

AGREEMENT

Grantor(s): Skamania Opco, LLC, a Delaware limited liability company

Grantee(s): Skamania County, a Washington municipal corporation

Abbreviated Legal Description (lot, block and plat name, or section-township-range):

Section 2, Township 2 North, Range 7 East

☒ Additional legal description attached as Exhibits A, B, and C of document

Assessor's Property Tax Parcel Account Number(s): 02-07-02-0-0-0611-00; 02-07-02-0-0-0612-00

Reference Numbers of Documents Assigned: Book 128, Page 806; Book 128, Page 789; Book 128, Page 816; Book 128, Page 783; Book 163, Page 780

AGREEMENT

This Agreement ("Agreement") is made as of February __, 2001 by and between SKAMANIA COUNTY, a Washington municipal corporation ("County") and SKAMANIA OPCO, LLC ("Opco"), a Delaware limited liability company.

RECITALS

- A. Opco is the owner of that certain real property located in Skamania County, Washington and described on Exhibit A attached hereto and incorporated herein by this reference ("Parcel 1").
- B. County is the owner of that certain real property located in Skamania County, Washington and described on Exhibit B attached hereto and incorporated herein by this reference ("Parcel 2") and that certain real property located in Skamania County, Washington and described on Exhibit C attached hereto and incorporated herein by this reference ("Parcel 3").
- C. Opco operates a golf course (the "Golf Course") on portions of Parcel 1 and Parcel 2, and owns and operates a hotel and conference center (the "Lodge") on Parcel 1.
- D. By statutory warranty deed of even date herewith, the County has conveyed a permanent, irrevocable easement, running with the land, to use the surface and such portion of the subsurface of Parcel 2 as required solely for the continued and future operation of the Golf Course and uses incidental to the operation of the Lodge benefiting Parcel 1 and burdening Parcel 2. (the "Easement").
- E. County has previously undertaken certain obligations to maintain the access road to the Lodge and Golf Course (the "Principal Road") pursuant to that certain Contract of Sale dated June 30, 1994 by and between the County and Salishan Lodge, Inc., (the "Sale Contract") for the sale of a portion of Parcel 1, and to that certain Agreement Regarding Maintenance of Principal Road to Skamania Lodge dated June 30, 1994 by and between Salishan Lodge, Inc. and County (the "Principal Road Agreement").
- F. County has undertaken certain obligations to maintain a private road through the Golf Course for the benefit of property located to the northwest of the Golf Course ("Lost Bear Road") pursuant to (i) that certain Road Relocation Agreement dated May 7, 1992 by and between County and Gloria DeGroote, recorded May 26, 1992 in Book 128, Page 806, Skamania County Deed Records, (ii) that certain Road Relocation Agreement dated May 7, 1992 by and between County and Ivan W. Howell, recorded May 26, 1992, in Book 128, Page 789, Skamania County Deed Records, (iii) that certain Road Relocation Agreement dated May 7, 1992 by and between County and Robert M. Talent and Linda M. Talent, recorded May 26, 1992, in book 128, Page 816, Skamania County Deed Records, (iv) that certain Settlement Agreement dated November 26, 1991 by and between County and Karla Talent, recorded May 26, 1992 in Book 128, Page 783; and (v) that certain Easement (Non-

Exclusive) dated February 3, 1997 in favor of Ivan Howell, recorded March 28, 1997 in Book 163, Page 780 (collectively the "Road Relocation Agreements").

G. The Sale Contract obligates County to restate its ongoing obligations under the Sale Contract to the vendee under the Sale Contract upon conveyance of a portion of Parcel 1 to the vendee. Opco's predecessor-in-interest, YCP Skamania L.P. was the vendee under the Sale Contract, and has directed County to restate County's obligations under the Sale Contract directly to Opco.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

AGREEMENT

1. County's Indemnification Obligations. To the maximum extent permitted by law, County shall indemnify, defend (with counsel acceptable to Opco) and hold harmless Opco, its employees and agents, and their respective successors and assigns (collectively, "Opco's Indemnitees") from and against any and all claims, demands, liabilities, damages, fines, losses, costs and expenses (including without limitation reasonable attorneys' fees and expert fees in connection with any trial, appeal, petition for review or administrative proceeding) whether suffered by any of Opco's Indemnitees or any person asserting a claim against any of Opco's Indemnitees, and whether arising from personal injury, death or property damage (collectively, Opco's Indemnitees' Losses"), arising out of or in any way relating to: (a) County's breach of any covenant or warranty in this Agreement; (b) any activity on or use of Parcel 1, Parcel 2, or Parcel 3 prior to June 30, 1994, or any condition existing on Parcel 1, Parcel 2, or Parcel 3 prior to June 30, 1994; (c) the actual or alleged use, management, treatment, storage, generation, transport, release, leak, spill, disposal or other handling by County of hazardous substances on Parcel 1, Parcel 2, or Parcel 3 or the presence of the same on Parcel 1, Parcel 2 or Parcel 3 to the extent caused by County, or authorized by County (except to the extent arising from activities conducted by Salishan Lodge, Inc., YCP Skamania, L.P., or Opco's Indemnitees); or (d) the use of the Parcel 2 or Parcel 3 as a solid waste disposal area prior to June 30, 1994. Opco's Indemnitees Losses shall include without limitation: (i) consequential and incidental damages; (ii) damages or losses due to interruption of business or lost profits; (iii) diminution in value of Parcel 1 or the Easement over Parcel 2, damages for the loss or restriction on use of the Parcel 1 or Parcel 2 or of any amenity of Parcel 1 or Parcel 2, and losses arising from any adverse impact on the businesses conducted on Parcel 1 or Parcel 2; (iv) sums paid in settlement of any claims, (v) any sums paid or incurred to investigate, monitor, remediate, or manage hazardous substances, including landfill gases; and (vi) the cost of any investigation, removal, remedial or response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, that is necessary or appropriate to prevent any such order from being issued or that otherwise is reasonable under the circumstances. This paragraph shall apply to all Opco's Indemnitees Losses except to the extent caused by Opco's or Opco's Indemnitees' negligence or failure to effect any repair or maintenance required by any of Opco's Indemnitees under this Agreement. County's obligations under this Agreement shall survive the expiration, termination or satisfaction of this Agreement for any reason for matters arising prior to the expiration, termination or satisfaction of this Agreement. Opco's

rights under this section are in addition to and not in lieu of any other rights or remedies to which Opco may be entitled under this Agreement or otherwise.

2. Opco's Indemnification Obligations. To the maximum extent permitted by law, Opco shall indemnify, defend (with counsel acceptable to County) and hold harmless County, its officials, employees and agents, and their respective successors and assigns (collectively, "County's Indemnitees") from and against any and all claims, demands, liabilities, damages, fines, losses, costs and expenses (including without limitation reasonable attorneys' fees and expert fees in connection with any trial, appeal, petition for review or administrative proceeding) whether suffered by any of County's Indemnitees or a person asserting a claim against any of County's Indemnitees and whether arising from personal injury, death or property damage (collectively, "County's Indemnitees Losses"), arising out of or in any way relating to: (a) Opco's breach of any covenant or warranty in this Agreement; (b) any activity on or use of Parcel 1 or Parcel 2 after the date of this Agreement, except for activity and use by County, its agents, employees; (c) the actual or alleged use, management, treatment, storage, generation, transport, release, leak, spill, disposal or other handling of hazardous substances on Parcel 1 or Parcel 2 after the date of this Agreement (except as arising from conditions on Parcel 1 or Parcel 2 existing prior to June 30, 1994); (d) any activity on or use of Parcel 3 by Opco, its agents or employees after the date of this Agreement; and (e) any use of or activity of the Easement by Opco, its agents, employees, or invitees. County's Indemnitees Losses shall include without limitation, (i) consequential and incidental damages; (ii) damages or losses due to interruption of business or lost profits; (iii) diminution in value of Parcel 2 or Parcel 3, and damages for the loss or restriction on use of Parcel 2 or Parcel 3 or of any amenity of Parcel 2 or Parcel 3, and losses arising from any adverse impact on the businesses conducted on Parcel 2 or Parcel 3; (iv) sums paid in settlement of any claims; (v) any sums paid or incurred to investigate, monitor, remediate, or manage hazardous substances, including landfill gases; and (vi) the cost of any investigation, removal, remedial or response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, that is necessary or appropriate to prevent any such order from being issued or that otherwise is reasonable under the circumstances. This paragraph shall apply to all County's Indemnitees Losses except to the extent caused by County's or County's Indemnitees' negligence or failure to effect any repair or maintenance required by any of County's Indemnitees under this Agreement. Opco's obligations under this Agreement shall survive the expiration, termination or satisfaction of this Agreement for any reason for matters arising prior to the expiration, termination or satisfaction of this indemnification agreement. County's rights under this section are in addition to and not in lieu of any other rights or remedies to which County may be entitled under this Agreement or otherwise.

3. Easement over Parcel 2.

3.1 Use. Pursuant to the Easement, Opco may use the surface and subsurface of Parcel 2, together with any improvements thereon, as necessary solely for the continued and future operation of the Golf Course and uses incidental to the operation of the Lodge. As used herein, subsurface shall mean that portion of ground below the surface to a depth of five (5) feet. Any proposed activity, use or construction that would disturb Parcel 2 below the subsurface shall require County's consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

3.2 Repair and Maintenance. Opco shall repair and maintain the Easement at its sole cost and expense. Any use or activity by Opco, its agents, employees or invitees shall comply with all applicable laws, rules, and regulations, and compliance with same shall be at the sole cost and expense of Opco. If Opco fails to repair or maintain Parcel 2 in the condition required under this Agreement or the Easement after reasonable notice (except that notice is not required in an emergency), then County may, but is not required to, perform such work at Opco's expense. If County incurs expenses that should be paid by Opco under this Agreement then the County shall notify Opco in writing as to the amount of the expense incurred. Within fifteen (15) days after receipt of such notice, Opco shall pay the stated sum to County.

3.3 Notices. Opco shall give prompt notice to County of: (a) any proceeding or inquiry by any governmental authority with respect to the presence of any hazardous substance on Parcel 2 or related to any loss or injury that might result from any hazardous substance; (b) all claims made or threatened by any third party against Opco or Parcel 2 relating to any loss or injury resulting from use or activities by Opco, its agents, invitees, or employees of the Easement; and (c) Opco's discovery of any occurrence or condition on Parcel 2 that could cause Parcel 2 or any part thereof, to be subject to any restriction on occupancy or use under any applicable environmental law, use or regulation.

3.4 County's Use. County shall not use Parcel 2 in any manner inconsistent with Opco's rights under the Easement; provided, however, that County may, in its discretion, and upon reasonable notice to Opco or Opco's Indemnitees, enter the Easement area to fulfill County's obligations under this Agreement.

4. County's Obligations to Maintain Parcel 3. County shall maintain Parcel 3 in a natural condition free of improvements except pathways and fire circle; planted with grasses and wildflowers; trimmed to prevent loss of view from the Lodge to the northerly shore of the Columbia River, and in generally attractive appearance and condition as primary visual focal point for the Lodge. Opco shall have an exclusive irrevocable license in perpetuity to use Parcel 3 for the benefit of visitors to or guests of the Lodge for events such as picnics, festivals, etc., subject to such restrictions as may be necessary from time to time to comply with all applicable federal, state and local statutes, regulations and ordinance regarding the protection of human health, safety and welfare or the environment ("Environmental Laws") and subject to County's ability to perform any work necessary to comply with Environmental Laws. County shall not allow the use of Parcel 3 by third persons for uses granted hereunder to Opco without Opco's prior written consent in each instance. Should Opco maintain the physical appearance of Parcel 3 on behalf of the County to fulfill County's obligations under this Section 4, Opco shall be reimbursed its reasonable costs therefore in order to ensure that the physical appearance of Parcel 3 is maintained to the reasonable standards of Opco. Notwithstanding anything herein to the contrary, subject to County's indemnification obligations hereunder, Opco acknowledges that County may maintain Parcel 3 in a manner deemed necessary by County, in its reasonable judgment, to avoid the risk of fire and as necessary to comply with Environmental Laws.

5. County's Obligations to Former Landfill Site. The parties acknowledge that portions of Parcel 2 and Parcel 3 were formerly used as a solid waste disposal area. County shall ensure that any such former disposal areas are monitored, maintained, and repaired in full compliance in all material respects with Environmental Laws at the sole cost of the

County and that Opco shall have no responsibility or obligations with respect to such disposal area, except as expressly set forth in Sections 2, 3, and 4 of this Agreement.

6. Road Maintenance Obligations.

6.1 Principal Road. County is released from any obligation, covenant, agreement or promise to repair, maintain or replace the Principal Road, as such obligations are described in the Sale Contract and the Principal Road Agreement. Any such repair, maintenance, or replacement shall be performed by Opco, as Opco deems necessary in its reasonable discretion. The Principal Road Agreement is hereby terminated and of no further force and effect.

6.2 Lost Bear Road. County assigns to Opco, and Opco assumes, all of County's obligations, right, title, and interest in the Road Relocation Agreements.

7. County's Interest in Names. County assigns to Opco any interest in the following names: "Skamania Lodge in the Columbia River Gorge", "Bridge of the Gods Golf Course", and variations thereof; provided, however, that County may use such names in promotional or other advertising material intended to generate tourism in Skamania County or otherwise publicize the attractions and amenities of Skamania County.

8. Attorneys' Fees. In the event of litigation with respect to the enforcement or interpretation of this Agreement, including appeals, the prevailing party in such litigation shall be entitled to recover, from the nonprevailing party, the prevailing party's reasonable attorneys' fees, costs, and disbursements.

9. Notices. All notices required or permitted to be given hereunder shall be in writing, and shall be sent by facsimile transmission (with a hard copy sent by mail), by personal delivery (including by means of professional messenger service), or registered, certified mail, postage-prepaid, return-receipt requested, or nationally recognized overnight courier. Notice shall be deemed to have been given upon receipt if personally delivered or sent by overnight courier or facsimile, or if sent by mail, four (4) days after duly deposited in the U.S. Mail. The parties respective addresses for notices are as follows:

If County: Bradley W. Andersen
Skamania County Prosecutor
PO Box 790
240 N.W. Vancouver Avenue
Stevenson, Washington 98648
(509)427-7386 FAX
(509)427-9405 Voice

If Opco: c/o Dolce International
28 West Grand Avenue
Montvale, NJ 07645
Attn: Debra Bates

(201)505-5900 FAX
(201)307-8700 Voice

12. Covenants Run With the Land. The benefits and burdens of and the obligations set forth in this Agreement, including, without limitation Sections 1 and 2 hereof, are intended to and shall run with the land and shall be binding upon and inure to the benefit of Parcel 1, Parcel 2 and Parcel 3 and the present and future owners thereof and their heirs, assigns, successors, tenants and personal representatives of the parties hereto.

13. Miscellaneous. This Agreement may be modified, supplemented or amended only by a written instrument signed by the then record owners and lienholders of Parcel 1, Parcel 2 and Parcel 3 and recorded in the real property records of Skamania County, Washington. The captions set forth in this Agreement are included for convenience of reference only and shall not in any way limit or affect the meaning or interpretation of any terms or provisions of this Agreement. This Agreement shall be interpreted and construed under and governed by the laws of the State of Washington. The exhibits attached to this Agreement are deemed incorporated herein as though set forth in full. Time is of the essence of this Agreement. Neither the waiver by any party or any breach of any provision hereof, nor the failure of any party to seek redress for violation of or insist upon strict performance of any such provision shall be considered a waiver of such provision or any subsequent breach thereof.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first set forth above.

COUNTY:

By the Board of County Commissioners of Skamania County

By: _____
Al McKee
County Commissioner

OPCO

Skamania Opco, LLC, a Delaware limited liability company

By: RECP Skamania, LLC,
its Member

By: _____
Name: William Helm
Title: Vice President

And by: Dolce US Acquisitions, Inc.
its Member

By: _____
Name: _____
Its: _____

Approved as to Form

Brad Andersen
Prosecuting Attorney for Skamania County

STATE OF WASHINGTON }
COUNTY OF SKAMANIA } ss.

On this _____ day of _____, 2001, before me, a Notary Public in and for the State of Washington, personally appeared Al McKee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Commissioner, of SKAMANIA COUNTY to be the free and voluntary act and deed of said County for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of _____
Washington, residing at _____
My appointment expires _____
Print Name _____

STATE OF }
COUNTY OF } ss.

On this _____ day of _____, 2001, before me, a Notary Public in and for the State of Washington, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the _____ of DOLCE US ACQUISITIONS, INC., a member of SKAMANIA OPCO, LLC, to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of _____
Washington, residing at _____
My appointment expires _____
Print Name _____

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 2001, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the _____ of RECP SKAMANIA, LLC, a member of SKAMANIA OPCO, LLC, to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

EXHIBIT A

Legal Description of Parcel 1

Being a tract of land out of portions of Government Lots 2 and 3, in the D. Baughman donation land claim and F. Iman donation land claim, in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington and being more particularly described as follows:

Beginning at a 1/2 inch iron rod on the west line of the Baughman D.L.C., said rod being South 00° 50' 59" West 1,935.30 feet from a brass cap marking the Northwest corner of the Baughman D.L.C.; thence leaving said west line North 57° 31' 40" West 1,839.91 feet to an 1/2 inch iron pipe; thence South 59° 00' 19" West 396.02 feet to a 5/8 inch iron rod; thence North 78° 38' 44" West 97.60 feet to a 5/8 inch iron rod; thence North 35° 28' 44" West 122.60 feet to a 5/8 inch iron rod; thence North 59° 43' 41" West 216.00 feet to a 5/8 inch iron rod; thence North 65° 46' 40" West 919.35 feet to a 5/8 inch iron rod on the southeasterly line of the BPA right of way; thence along said right of way North 40° 21' 00" East 2,004.39 feet to a 5/8 inch iron rod; thence leaving said right of way South 21° 52' 06" East 221.63 feet to a 3/4 inch iron pipe; thence South 89° 53' 16" East 104.76 feet to a 3/4 inch iron pipe; thence North 45° 07' 04" East 121.54 feet to a 5/8 inch iron rod; thence North 01° 32' 31" East 0.58 feet to a point; thence South 22° 51' 56" East 133.67 feet to a 5/8 inch iron rod; thence South 34° 22' 53" East 377.84 feet to a 5/8 inch iron rod; thence South 65° 26' 35" East 236.37 feet to a 5/8 inch iron rod; thence South 13° 10' 46" West 117.78 feet to a 5/8 inch iron rod; thence South 71° 56' 35" East 207.62 feet to a 5/8 inch iron rod; thence North 13° 10' 46" East 194.93 feet to a 5/8 inch iron rod; thence South 72° 56' 35" East 72.19 feet to a 5/8 inch iron rod; thence South 53° 51' 59" East 476.72 feet to a 5/8 inch iron rod; thence South 75° 24' 01" East 132.00 feet to a 5/8 inch iron rod; thence South 89° 09' 01" East 74.00 feet to a 5/8 inch iron rod; thence South 00° 50' 59" West 132.00 feet to a 5/8 inch iron rod; thence South 89° 09' 03" East 180.29 feet to a 5/8 inch iron rod on the southwesterly right of way of Foster Creek Road (40.00 foot 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° 29' 28", the chord of which bears South 44° 35' 53" East, a distance of 246.26 feet to a 5/8 inch iron rod; thence South 77° 50' 37" 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° 39' 00", the chord of which bears South 67° 01' 07" East, a distance of 158.06 feet to a 5/8 inch iron rod; thence South 56° 11' 37" East 273.36 feet to a 5/8 inch iron rod; thence leaving said right of way South 46° 53' 56" West 373.47 feet to a Skamania County brass cap; thence South 62° 28' 04" 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° 30' 04", the chord of which bears South 31° 18' 02" East, a distance of 73.57 feet to a 5/8 inch iron rod; thence South 79° 54' 00" West 261.00 feet; thence North 52° 53' 13" West

100.00 feet; thence South $60^{\circ}32'24''$ West 90.00 feet; thence South $19^{\circ}17'10''$ East 195.00 feet; thence South $21^{\circ}51'54''$ East 137.00 feet; thence South $54^{\circ}56'03''$ East 116.00 feet; thence North $83^{\circ}40'11''$ East 272.30 feet to a point on the westerly right of way line of Rock Creek Drive (variable width right of way); thence along said right of way South $08^{\circ}32'58''$ West 96.52 feet to a point that bears South $17^{\circ}15'33''$ West 0.56 feet from a concrete right of way monument; thence 413.67 feet along the arc of a 1,587.10 foot radius curve to the right, having a central angle of $14^{\circ}56'02''$, the chord of which bears South $16^{\circ}00'59''$ West, a distance of 412.50 feet to a 5/8 inch iron rod; thence North $66^{\circ}31'00''$ West 20.00 feet to a 5/8 inch iron rod; thence 191.45 feet along the arc of a 1,567.10 foot radius curve to the right, having a central angle of $06^{\circ}59'59''$, a chord of which bears South $26^{\circ}58'59''$ West, a distance of 191.33 feet to a 5/8 inch iron rod; thence South $59^{\circ}31'02''$ East 20.00 feet to a 5/8 inch iron rod; thence 62.63 feet along the arc of a 1,587.10 foot radius curve to the right, having a central angle of $02^{\circ}15'40''$, the chord of which bears South $31^{\circ}36'48''$ West, a distance of 62.63 feet to a 5/8 inch iron rod; thence North $56^{\circ}03'57''$ West 8.39 feet to a point that bears North $50^{\circ}38'42''$ West 0.70 feet from a concrete right of way monument; thence South $33^{\circ}56'03''$ West 208.73 feet to a point that bears South $65^{\circ}29'49''$ East 0.58 feet from a concrete right of way monument; thence North $56^{\circ}03'57''$ West 60.00 feet to a point that bears North $35^{\circ}49'26''$ West 0.57 feet from a concrete right of way monument; thence South $33^{\circ}56'03''$ West 133.77 feet to a point that bears South $78^{\circ}22'11''$ West 1.00 feet from a concrete right of way monument; thence South $56^{\circ}03'57''$ East 5.47 feet to a 5/8 inch iron rod, said rod also marking the intersection of Second Street extension right of way and the westerly right of way of Malicot Road (60.00 foot right of way); thence along said Malicot right of way South $56^{\circ}27'19''$ 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 $45^{\circ}00'00''$, the chord of which bears South $78^{\circ}57'19''$ West, 196.47 feet to a 5/8 inch iron rod; thence North $78^{\circ}32'41''$ 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 $85^{\circ}12'00''$, the chord of which bears South $58^{\circ}51'19''$ 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 $57^{\circ}00'00''$, the chord of which bears South $12^{\circ}14'41''$ 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 $69^{\circ}44'00''$, the chord of which bears South $05^{\circ}52'41''$ East, a distance of 75.12 feet to a 5/8 inch iron rod; thence South $28^{\circ}59'19''$ 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 $57^{\circ}18'00''$, the chord of which bears South $57^{\circ}38'19''$ 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 $28^{\circ}44'00''$, the chord of which bears South $71^{\circ}55'19''$ 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 $15^{\circ}58'38''$, the chord of which bears South $65^{\circ}32'38''$ West, a distance of 44.69 feet to a 1/2 inch iron rod on the west line of said Baughman D.L.C.; thence leaving said Malicot Road right of way along said west line of the Baughman D.L.C. North $00^{\circ}50'59''$ East 1,237.41 feet to the Point of Beginning.

TOGETHER WITH the following described property:

A tract of land located in the D. Baughman donation land claim situated in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, said tract being that portion of Malicot Road vacated by ordinance No. 871, recorded in Book 126, Page 584 and a tract of land described as Parcel 1 of Book 149, Page 901, Skamania County Deed Records and being more particularly described as follows:

Commencing at a brass cap marking the Northwest corner of said D. Baughman D.L.C.; thence South $00^{\circ}50'59''$ West, 3369.29 feet along the Westline of said Baughman donation land claim to the point of beginning said point being on the Northerly right-of-way line of state Highway No. 8; thence along said Northerly right-of-way the following courses and distances:

North $49^{\circ}20'38''$ East, 225.03 to the beginning of a 2785.00 foot radius curve to the left having a central angle of $05^{\circ}28'09''$; thence along said curve to the left (the long chord of which bears North $46^{\circ}36'33''$ East, 265.74 feet) 265.84 feet; thence South $46^{\circ}07'31''$ East, 30.00 feet to the beginning of a 2815.00 foot radius curve to the left having a central angle of $05^{\circ}23'51''$; thence along said curve to the left (the long chord of which bears North $41^{\circ}10'33''$ East, 265.09 feet) 265.19 feet; thence North $38^{\circ}28'38''$ East, 337.63 feet; thence leaving said northerly R.O.W. North $56^{\circ}08'57''$ West 46.84 feet to the northerly right-of-way of vacated Malicot road; thence along said northerly right-of-way the following courses and distances:

Along said Malicot right-of-way South $56^{\circ}27'19''$ West 46.44 feet to a 5/8 inch iron rod and the beginning of a 256.70 foot radius curve to the right having a central angle of $45^{\circ}00'00''$; thence along said curve to the right (the long chord of which bears South $78^{\circ}57'19''$ West, 196.47 feet) 201.61 feet to a 5/8 inch iron rod; thence North $78^{\circ}32'41''$ West 13.00 feet to a 5/8 inch iron rod at the beginning of a 125.70 foot radius curve to the left, having a central angle of $85^{\circ}12'00''$; thence along said curve to the left (the long chord of which bears South $58^{\circ}51'19''$ West, 170.17 feet) 186.92 feet to a 5/8 inch iron rod marking the point of compound curvature of a 173.40 foot radius curve to the left having a central angle of $57^{\circ}00'00''$; thence along said curve to the left (the long chord of which bears South $12^{\circ}14'41''$ East, 165.48 feet) 172.50 feet to a 5/8 inch iron rod marking the point of a reverse curvature of a 65.70 foot radius curve to the right, having a central angle of $69^{\circ}44'00''$; thence along said curve to the right (the long chord of which bears South

05°52'41" East, 75.12 feet) 79.96 feet to a 5/8 inch iron rod; thence South 28°59'19" West 98.60 feet to a 5/8 inch iron rod at the beginning of a 65.70 foot radius curve to the right, having a central angle of 57°18'00"; thence along said curve to the right (the long chord of which bears South 57°38'19" West, 63.00 feet) 65.70 feet to a 5/8 inch iron rod at the beginning of a 507.60 foot radius of reverse curvature to the left having a central angle 14°21'23"; thence along said curve to the left (the long chord of which bears South 79°06'37" East, 126.86 feet) 127.19 feet to a point; thence leaving said Northerly right-of-way South 18°04'04" East, 60.00 feet to a point on the southerly right-of-way of said Malicot road, said point being the beginning of a 447.60 foot radius curve to the left having a central angle of 14°22'37"; thence along said southerly right-of-way (the long chord of which bears South 64°44'37" West, 112.02 feet) 112.31 feet to a point at the beginning of a 220.80 foot radius of a reverse curvature to the right having a central angle of 20°46'29"; thence along said curve to the right (the long chord of which bears South 67°56'34" West, 79.62 feet) 80.06 feet to a point on the westerly line of said Baughman D.L.C.; thence South 00°50'59" West, 134.54 feet to the Point of Beginning. Also described as Parcel III in Deed recorded in Book 158, Page 738.

EXCEPTING THEREFROM a tract of land located in the D. Baughman donation land claim situated in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, and being more particularly described as follows:

Commencing at a 1/2 inch iron rod on the west line of the Baughman D.L.C., said rod being South 00°50'59" West 1,935.30 feet from a brass cap marking the Northwest corner of the Baughman D.L.C.; thence North 70°07'20" East 232.20 feet; thence North 31°57'00" West 34.60 feet to the beginning of a 238.00 foot radius non-tangent curve to the left and the Point of Beginning; thence along said non-tangent curve to the left 45.91 feet through a central angle of 11°03'04" (chord bears North 60°52'12" East 45.83 feet) to point of reverse curvature; thence along a 215.65 foot radius curve to the right 144.82 feet through a central angle of 38°28'36" (chord bears North 74°34'58" East 142.12 feet) to a point; thence South 86°10'44" East 90.69 feet to the beginning of a 238.00 foot radius curve to the left; thence along said curve to the left 143.26 feet through a central angle of 34°29'13" (chord bears North 76°34'39" East 141.00 feet); thence North 18°00'59" West 198.30 feet; thence North 40°31'12" West 296.43 feet; thence North 26°12'57" West 135.00 feet; thence South 73°39'53" West 126.26 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 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 0.83 feet to the Point of Beginning.

EXHIBIT B

Legal Description of Parcel 2

Being a tract of land in the D. Baughman donation land claim, in Section 2, Township 2 North, Range 7 East of the Willamette Meridian in the county of Skamania and State of Washington and being more particularly described as follows:

Commencing at a 5/8 inch iron rod at the southeast corner of that tract of land described in deed Book 108, Page 887, Skamania County deed records, said iron rod also being on the Southerly right of way line 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 $10^{\circ}30'04''$, the chord of which bears South $31^{\circ}18'02''$ East, a distance of 73.57 feet to a 5/8 inch iron rod and the Point of Beginning; thence South $79^{\circ}54'00''$ West 261.00 feet; thence North $52^{\circ}53'13''$ West 100.00 feet; thence South $60^{\circ}32'24''$ West 90.00 feet; thence South $19^{\circ}17'10''$ East 195.00 feet; thence South $21^{\circ}51'54''$ East 137.00 feet; thence South $54^{\circ}56'03''$ East 116.00 feet; thence North $83^{\circ}40'11''$ East 272.30 feet to a point on the westerly right of way line of Rock Creek Road; thence along said right of way North $08^{\circ}32'58''$ East 274.00 feet to a 5/8 inch rod at the intersection of said westerly right of way and the southerly right of way of Foster Creek Road; thence along said Southerly right of way 134.33 feet along the arc of a 402.00 foot radius curve to the right, having a central angle of $19^{\circ}08'46''$, the chord of which bears North $46^{\circ}07'27''$ West, a distance of 133.71 feet to a 5/8 inch iron rod; thence North $36^{\circ}33'04''$ West 17.29 feet to the Point of Beginning.

EXHIBIT C

Legal Description of Parcel 3

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 a tract of land conveyed to Skamania County by deed recorded in Book 27, Page 39 of the Skamania County Deed Records, and being more particularly described as follows:

Commencing from a 1/2" iron rod as depicted on that certain Record 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 8, 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 S 00°50'59" W 1935.30 feet from a brass cap marking the Northwest corner of said D. Baughman D.L.C.; Thence N 70°07'20" E 232.20 feet to a point; Thence N 31°57'00" W 34.60 feet to the True Point of Beginning; Thence N 31°57'00" W 0.83 feet to a point; Thence N 17°31'02" W 46.24 feet to a point; Thence N 72°28'58" E 47.82 feet to a point; Thence N 17°31'02" W 84.14 feet to a point; Thence S 72°58'28" W 27.30 feet to a point; Thence N 17°31'02" W 71.64 feet to a point; Thence S 72°58'28" W 10.64 feet to a point; Thence N 17°31'02" W 168.85 feet to a point; Thence N 72°28'58" E 32.45 feet to a point; Thence N 00°02'58" E 93.69 feet to a point; Thence N 27°26'26" E 37.03 feet to a point; Thence N 62°33'34" W 20.86 feet to a point; Thence N 27°26'26" E 93.57 feet to a point; Thence N 73°39'53" E 126.26 feet to a point; Thence S 26°12'57" E 135.00 feet to a point; Thence S 40°31'12" E 296.43 feet to a point; Thence S 18°00'59" E 198.30 feet to the beginning of a 238.00 foot radius non-tangent curve to the right; Thence along said non-tangent curve to the right 143.26 feet through a central angle of 34°29'13" (chord bears S 76°34'39" W 141.10 feet); Thence N 86°10'44" W 90.69 feet to the beginning of a 215.65 foot radius curve to the left; Thence along said curve to the left 144.82 feet through a central angle of 38°28'36" (chord bears S 74°34'58" W 142.12 feet) to a point of reverse curvature; Thence along a 238.00 foot radius curve to the right 45.91 feet through a central angle of 11°03'04" (chord bears S 60°52'12" W 45.83 feet) to the True Point of Beginning

Containing 4.17 acres more or less.

The basis of bearings of this legal description is per Volume 3, Pages 53 and 54, Skamania County Survey Records.