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BOOK 206 PAGE 859

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

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SKAMANIA CO. WASH
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Clay
AUDITOR
GARY M. OLSON

Sec 2355/

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 *page 11*

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

Assessor's Property Tax Parcel Account Number(s): 02-07-02-0-0611-00; 02-07-02-0-0612-00, *2-7-2-614*

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

Gary H. Martin, Skamania County Assessor
Date *2/22/01* Parcel # *2-7-2-611, 612, 614*

Registered *2/22/01*
Indexed *2/22/01*
Filed *2/22/01*
Clerk *2/22/01*

AGREEMENT

This Agreement ("Agreement") is made as of February 21, 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:

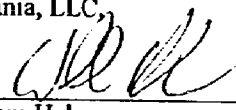
By the Board of County Commissioners of Skamania County

By: Albert E. McKee
Al McKee
County Commissioner

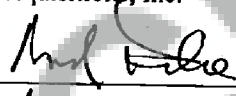
OPCO

Skamania Opco, LLC, a Delaware limited liability company

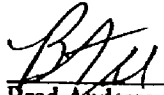
By: RECP Skamania, LLC,
its Member

By: 
Name: William Helm
Title: Vice President

And by: Dolce US Acquisitions, Inc.
its Member

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

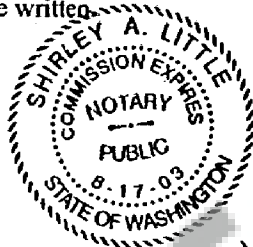
Approved as to Form


Brad Andersen
Prosecuting Attorney for Skamania County

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss.

On this 21st day of February, 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.

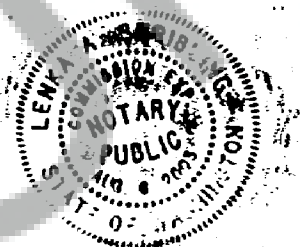


Shirley A. Little
NOTARY PUBLIC in and for the State of
Washington, residing at Skideman
My appointment expires 8-17
Print Name Shirley A. Little

STATE OF)
COUNTY OF) ss.

On this 21 day of February, 2001, before me, a Notary Public in and for the State of Washington, personally appeared Andrew J. Dolce 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 Chairman: CEO 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.



Lenka Strubling
NOTARY PUBLIC in and for the State of
Washington, residing at Skideman Skamania Co.
My appointment expires 8/6/2003
Print Name Lenka Strubling

STATE OF
COUNTY OF } ss.

On this 21 day of February, 2001, before me, a Notary Public in and for the State of Washington, personally appeared William Helm, 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 Vice President 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.

Debra Stirling
NOTARY PUBLIC in and for the State of
Washington, residing at Skamania Co.
My appointment expires 8/6/2003
Print Name Debra Stirling

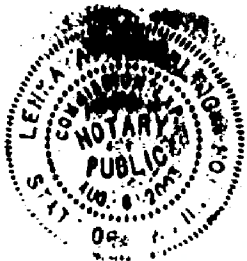


EXHIBIT A

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 10.64 feet; thence South 17°31'02" East 71.64 feet; thence North 72°28'58" East 27.30 feet; thence South 17°31'02" East 84.14 feet; thence South 72°28'58" West 47.82 feet; thence South 17°31'02" East 46.24 feet; ; thence South 31°57'00" East 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.