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BOOK 206 PAGE 410

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

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

FEB 22 11 29 PM '01

Olson
AUDITOR
GARY M. OLSON

Haynes and Boone, LLP
901 Main Street, Suite 3100
Dallas, Texas 75202-3789
Attn: Ann M. Saegert, Esq.

scr 23587

ASSIGNMENT OF LEASES AND RENTS

Grantor:

SKAMANIA OPCO, LLC, a Delaware limited liability company

Grantee (Lender):

CREDIT LYONNAIS NEW YORK BRANCH, a duly licensed
branch under the laws of New York of a foreign banking
corporation organized under the laws of the Republic of France, as
Agent

Legal Description:

Ptn Sec 2, T2N, R7E

(complete legal description is attached as Exhibit A)
on page 12

Assessor's Tax Parcel ID#:

02-07-02-0-0-0611-00
02-07-02-0-0-0612-00
92-010340

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|--------------|-------------------------------------|
| Sup. 11-1-00 | |
| Recorded | <input checked="" type="checkbox"/> |
| Indexed | <input checked="" type="checkbox"/> |
| Filed | <input checked="" type="checkbox"/> |
| Noted | <input checked="" type="checkbox"/> |

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (the "Assignment") is made as of February 22, 2001, by SKAMANIA OPCO, LLC, a Delaware limited liability company ("Assignor"), whose address is c/o Dolce International, 28 West Grand Avenue, Montvale, NJ 07645, Attention: Debra Bates, to CREDIT LYONNAIS NEW YORK BRANCH, a duly licensed branch under the laws of the State of New York of a foreign banking corporation organized under the laws of the Republic of France, whose address is Credit Lyonnais Building, 1301 Avenue of the Americas, New York, New York 10019, Attention: Andrea Griffis, Lodging Group, as Agent ("Agent") for itself and the other "Lenders," as such term is defined in the Loan Agreement described below (Agent, as agent for the Lenders, to be referred to herein as the "Assignee").

WITNESSETH:

WHEREAS, contemporaneously and of even date herewith, Assignor, Agent and the Lenders have entered into that certain Loan Agreement (herein, referred to, as it may from time to time be amended, supplemented or restated, as the "Loan Agreement"), and Assignor has executed and delivered that certain Construction Deed of Trust, Security Agreement, Financing Statement and Assignment of Rental (the "Deed of Trust"), executed by Assignor in favor of Skamania County Title Company, Trustee, covering certain real property in Stevenson, Washington, more fully described in Exhibit A attached hereto and incorporated herein by reference (the "Land"), along with the related and appurtenant improvements, fixtures and personal property, and related interests described therein (collectively, the "Mortgaged Properties"); and

WHEREAS, each capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Loan Agreement; and

WHEREAS, the Mortgaged Properties are and, from time to time, may be leased, in whole or in part, to certain third parties; and

NOW, THEREFORE, for and in consideration of the Loan made to Assignor by Assignee and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

ARTICLE I: ASSIGNMENT

1.1 Assignor does hereby absolutely and unconditionally grant, transfer, and assign unto Assignee all of Assignor's right, title and interest in and to the following:

A. All present and future ground leases, space leases, subleases or other agreements or arrangements, whether written or oral, and all agreements for the use, occupancy or management of any portion of the Mortgaged Properties (excluding the Management Agreement), together with any and all extensions or renewals of said leases and agreements and any and all future leases or agreements upon or covering the use or occupancy of all or any part of the Mortgaged Properties, all such leases, agreements, subleases, and tenancies, whether now or in the future existing, being hereinafter collectively referred to as the "Leases";

B. Any and all guaranties of performance by lessees under any of the Leases; and

C. The immediate and continuing right to collect and receive all of the rents, royalties, bonuses, income, receipts, revenues, issues, accounts, accounts receivable and other receivables, profits and other benefits derived from the Mortgaged Properties or any part thereof, or the occupation, use or enjoyment of the Mortgaged Properties, or any part thereof, or from any Lease, and including, but not limited to, revenues, receipts, income, receivables and accounts relating to or arising from rentals, rent equivalent income, income and profits from guest rooms, meeting rooms, food and beverage facilities, vending machines, telephone and television systems, guest laundry, the golf course and other related facilities, the provision or sale of other goods and services, and any other items of revenue, receipts or other income as identified in the Uniform System of Accounts for the Lodging Industry, Ninth Revised Edition, as adopted by the American Hotel & Motel Association and the Hotel Association of New York City (1996), as from time to time revised, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, premiums payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering the loss of rent resulting from untenantability caused by destruction or damage of the Mortgaged Properties, together with any and all rights and claims of any kind which Assignor may have against any lessee under the Leases or against any subtenants or occupants of the Mortgaged Properties, all such monies, rights and claims in this paragraph described being hereinafter referred to as the "Rents."

1.2

A. So long as no Event of Default shall have occurred and be continuing, Assignor shall have a license to collect Rents directly from each lessee, sublessee, tenant, hotel guest, conference participant, manager or other person having the right to occupy, use, or manage the Mortgaged Properties, or any part thereof under the Leases (being hereinafter collectively referred to as the "Lessees"), and the Lessees may pay Rents directly to Assignor, but Assignor covenants to hold the Rents in trust, to be applied, and Assignor covenants to apply the Rents, consistent with the requirements of the Loan Agreement; provided, however, that Assignor shall not receive from any Lessee more than one (1) month's rental (but excluding security deposits and advance payments made by Hotel guests and conference participants in the ordinary course) in advance of the accrual of such rental.

B. 1. Upon the occurrence of an Event of Default, the license referred to in Section 1.2.A shall automatically terminate, and Assignor is directed to pay directly to Assignee all Rents thereafter accruing, which termination shall be automatically rescinded upon the cure of all Events of Default. Rents so received by Assignee shall be applied by Assignee, at its option, in any order determined by Assignee, in its sole and unreviewable discretion, notwithstanding any instructions, directions or requests from Assignor to the contrary, to (a) the payment and performance of the Note and the remaining Obligation and/or (b) reasonable expenses of and charges with respect to the ownership, maintenance and operation of the Mortgaged Properties (and including, at Assignee's option, the maintenance, without interest thereon, of a reserve for replacement); provided, however, that Assignee shall not in any event apply such Rents in a manner prohibited by Section 8.06 of the Loan Agreement.

2. Upon receipt by any manager of the Mortgaged Properties and/or any Lessee from Assignee of notice of the occurrence of an Event of Default and that Rents shall be paid directly to Assignee, such manager and/or any Lessee that receives notice of the occurrence of an Event of Default are hereby authorized and directed to pay directly to Assignee all Rents thereafter accruing, unless such manager of lessee receives a subsequent notice from Assignee stating that Assignor has cured such Event of Default, and the receipt of Rents by Assignee shall be a release of each Lessee to the extent of all amounts so paid. Rents so received by Assignee shall be applied by Assignee, at its option, in any order determined by Assignee, in its sole and unreviewable discretion, notwithstanding any instructions, directions or requests from Assignor or any Lessee to the contrary, to (a) the payment and performance of the Notes and the remaining Obligation, and/or (b) reasonable expenses of and charges with respect to the ownership, maintenance and operation of the Mortgaged Properties (and including, at Assignee's option, the maintenance, without interest thereon, of a reasonable reserve for replacement); provided, however, that Assignee shall not in any event apply such Rents in a manner prohibited by Section 8.06 of the Loan Agreement.

3. Following satisfaction of the Obligation, this Assignment shall terminate, and all Rents shall be paid to Assignor as its interests may appear.

1.3 Assignor consents to Assignee's collection and application of Rents as provided in Section 1.2.B, and Assignor acknowledges and agrees that it is in Assignor's best interest and for Assignor's benefit for Assignee to apply the Rents as provided in Section 1.2.B. Assignor shall not challenge or interfere with Assignee's collection and application of Rents as provided in Section 1.2.B.

ARTICLE II: ASSIGNEE'S RIGHTS

2.1 Upon the occurrence and during the continuance of an Event of Default, Assignee, at its option, without notice and without regard to the adequacy of any security for the Obligation, shall have the right, power, and authority, at its option, to exercise and enforce any or all of the following rights and remedies:

A. To require that the manager of the Mortgaged Properties and/or Lessees pay Rents to Assignee by giving notice as provided in Section 1.2.B, and, without taking possession, in Assignee's own name, to demand, collect, receive, sue for, attach, and levy upon the Rents, to give proper receipts, releases and acquittances therefor and, after deducting all necessary and reasonable expenses of collection, including reasonable attorneys' fees, to apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, as provided in Section 1.2.B;

B. To exercise all of the rights and remedies provided for in the Deed of Trust, the Loan Agreement, this Assignment, or any other Loan Document;

C. Without regard to the adequacy of the Rents, with or without any action or proceeding, through any person or by any agent, or by the trustee(s) designated in the Deed of Trust, or by a receiver to be appointed by court, and irrespective of Assignor's possession, to enter upon, take possession of, manage, and operate the Mortgaged Properties, or any part thereof, to make, modify, enforce, cancel, or accept the surrender of any Lease, to remove and evict any Lessee, to increase or reduce Rents, to decorate, to clean, and to make repairs, and to otherwise do any act or

incur any costs or expenses that Assignee shall reasonably deem proper to collect the Rents assigned hereunder, as fully and to the same extent as Assignor could do if in possession, and in such event to apply any funds so collected to (i) the operation and management of the Mortgaged Properties, but in such order as Assignee shall deem reasonably proper, including payment of reasonable management, brokerage, and attorneys' fees, (ii) the payment of the Obligation (as Assignee may in its sole discretion determine); and (iii) the maintenance, without interest thereon, of a reasonable reserve for replacement; provided, however, that Assignee shall not in any event apply such Rents in a manner prohibited by Section 8.06 of the Loan Agreement.

2.2 Neither the collection of the Rents and application thereof, nor the entry upon and taking possession of the Mortgaged Properties as contemplated in this Article shall cure or waive any default, waive, modify, or affect any notice of default given by Assignor to Assignee in accordance with the terms of this Assignment, the Loan Agreement or any other Loan Document, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect, notwithstanding that its collection of the Rents may have cured for a time the original Event of Default. If, after exercising rights under this Article, Assignee shall thereafter elect to discontinue the exercise of such right or remedy, the same or any other right or remedy under this Article may be reasserted at any time and from time to time following any subsequent Event of Default.

2.3 None of the rights or remedies of the Assignee under any of the Loan Documents shall be delayed or in any way prejudiced by virtue of this Assignment, and this Assignment is intended to be cumulative of and in addition to all other rights and remedies granted to the Assignee.

ARTICLE III: MISCELLANEOUS

3.1 Notwithstanding any provision in this Assignment to the contrary, upon full payment and satisfaction of the Obligation, this Assignment shall terminate. Written demand made by Assignee delivered to the manager of the Mortgaged Properties and/or any Lessee for payment of Rents by reason of the occurrence of any Event of Default claimed by Assignee shall be sufficient evidence of each such manager's and such Lessee's obligation and authority to make all future payments of Rents to Assignee without the necessity for further consent by the Assignor. Assignor hereby indemnifies and agrees to hold each such manager and Lessee free and harmless from and against all liability, loss, cost, damage or expense suffered or incurred by such manager or Lessee by reason of its compliance with any demand for payment of Rents made by the Assignee contemplated by the preceding sentence.

3.2 If Assignee receives any Rents as provided in this Assignment, then the provisions of Section 5.19 of the Deed of Trust shall apply to the Rents received by Assignee.

3.3 The Assignee shall not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to let the Mortgaged Properties after the occurrence of an Event of Default, or from any other act or omission of the Assignee in managing the Mortgaged Properties after the occurrence of an Event of Default, unless such loss is caused by the willful misconduct, gross negligence, or bad faith of the Assignee. Nor shall the Assignee be obligated to perform or discharge nor does the Assignee hereby undertake to perform or discharge any obligation, duty, or liability under the Leases or under or by reason of this Assignment and the Assignor shall, and does hereby agree to, indemnify the Assignee for, and to hold the Assignee harmless

from, any and all liability, loss, or damage which may or might be incurred under the Leases or under or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in the Leases, except for the willful misconduct, gross negligence, or bad faith of Assignee. Should the Assignee incur any such liability under the Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees and expenses shall constitute a portion of the Obligation. And it is further understood that this Assignment shall not operate to place responsibility for the control, care, management, or repair of the Mortgaged Properties upon the Assignee, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Mortgaged Properties by the Lessees or any other parties, or for any dangerous or defective condition of the Mortgaged Properties, or for any negligence (except for gross negligence or willful misconduct of Assignee) in the management, upkeep, repair, or control of the Mortgaged Properties resulting in loss, injury, or death to any lessee, licensee, employee, or stranger. **ASSIGNOR ACKNOWLEDGES AND CONFIRMS THAT ITS OBLIGATIONS AND INDEMNITIES UNDER THIS SECTION 3.3 INCLUDE ANY CLAIMS RESULTING FROM THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF ASSIGNEE, BUT SHALL NOT INCLUDE CLAIMS RESULTING FROM THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ASSIGNEE.**

3.4 Assignee shall not be liable for Assignee's failure to collect, or its failure to exercise diligence in the collection of, Rents, but shall be accountable only for Rents that it shall actually receive.

3.5 As between Assignee and Assignor and any person claiming through or under Assignor, this Assignment is intended to be absolute, unconditional and presently effective, and the provisions of Sections 1.2.B and 2.1.A regarding notice of default by Assignee to the manager of the Mortgaged Properties and/or Lessees are intended solely for the benefit of such Persons and shall never inure to the benefit of Assignor or any person claiming through or under Assignor, other than a manager or Lessee who has not received a notice of default.

3.6 It shall never be necessary for Assignee to institute legal proceedings of any kind whatsoever to enforce the provisions of this Assignment regarding collecting Rents.

3.7 This Assignment shall be enforced by and in accordance with the laws of the State of Washington without regard to principles of conflicts of laws, but the internal laws of the State of New York (without regard to principles of conflicts of laws) shall otherwise govern the transaction to which this Assignment relates, including the resolution of issues arising hereunder and under the Loan Agreement and the other Loan Documents (except as expressly provided to the contrary with respect to the Mortgage and the Assignment of Operating Accounts) to the extent that such resolution is necessary for the interpretation of this Assignment.

3.8 This Assignment and the other Loan Documents embody the entire agreement between the parties and supersede all prior agreements and understandings. No provision of this Assignment may be modified, waived or terminated except by an instrument in writing executed by the party against whom a modification, waiver or termination is sought to be enforced.

3.9 Any suit, action or proceeding against Assignor with respect to this Assignment or any other Loan Document or any judgment entered by any court in respect thereof, may be brought in the courts of the State of New York or in the United States Courts located in the Borough of Manhattan in New York City as Agent in its sole discretion may elect, and Assignor hereby submits to the non-exclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding. Assignor hereby agrees that service of all writs, process and summonses in any such suit, action or proceeding brought in the State of New York may be brought upon its process agent appointed below, and Assignor hereby irrevocably appoints CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, New York 10011, its process agent, as its true and lawful attorney-in-fact in the name, place and stead of Assignor to accept such service of any and all such writs, process and summonses. Assignor hereby irrevocably consents to the service of process in any suit, action or proceeding in said court by the mailing thereof by Agent by registered or certified mail, postage prepaid, to Assignor's address set forth in the Loan Agreement. Assignor hereby irrevocably waives any objections which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Assignment or any other Loan Document brought in the courts located in the State of New York, Borough of Manhattan in New York City, and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. **ASSIGNOR HEREBY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS ASSIGNMENT OR ANY OF THE OTHER LOAN DOCUMENTS, WHICH WAIVER IS INFORMED AND VOLUNTARY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ASSIGNOR HEREBY WAIVES ANY AND ALL RIGHTS TO REQUIRE MARSHALING OF ASSETS BY AGENT AND ASSIGNEE WITH RESPECT TO THEIR RIGHTS HEREUNDER.**

3.10 This Assignment may be executed in any number of counterparts, with the same effect as if all of the parties had signed the same document. All counterparts shall be construed together and constitute one agreement.

3.11 This Assignment is intended to be specific, perfected and choate upon recording as provided in RCW § 7.28.230.

[Signature Page Follows]

BOOK 206 PAGE 917

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.


ASSIGNOR:

SKAMANIA OPCO, LLC, a Delaware limited liability company

By: RECP Skamania, LLC, as member

By: 
William Helm
Vice President

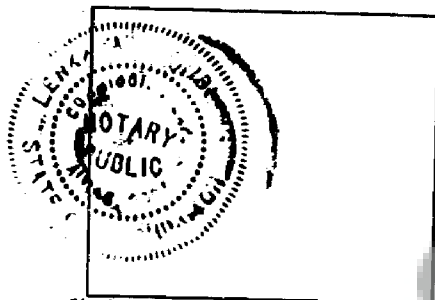
By: Dolce US Acquisitions, Inc., as member

By: 
Andrew J. Dolce
Chairman and Chief Executive Officer

STATE OF Washington
COUNTY OF Skamania ss.

I certify that I know or have satisfactory evidence that William Helm is the person who appeared before me, and said person acknowledged that he/she signed 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, as member of Skamania OPCO, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Feb 20, 2001



(Use this space for notarial stamp/seal)

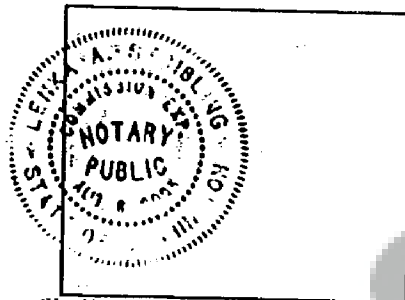
Lenka Strubling
Notary Public
Print Name Lenka Strubling
My commission expires Aug 6, 2003

BOOK 206 PAGE 919

STATE OF Washington
COUNTY OF Skamania) ss.

I certify that I know or have satisfactory evidence that Andrew J. Dolce is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Chairman and Chief Executive Officer of Dolce US Acquisitions, Inc., as member of Skamania OPCO, LLC, a Delaware limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Feb 20, 2001



(Use this space for notarial stamp/seal)

Paula Strubling
Notary Public
Print Name Paula Strubling
My commission expires Aug 6, 2001

Exhibit A - Legal Description of Land

D-860876.5

BOOK 206 PAGE 920

EXHIBIT A
to
Assignment of Leases and Rents

Legal Description

D-860876.5

EXHIBIT A

1055

LEGAL DESCRIPTION - GOLF COURSE AND LODGE

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° 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 $33^{\circ} 56' 03''$ 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 $56^{\circ} 03' 57''$ 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 $56^{\circ} 27' 19''$ 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 $05^{\circ}52'41''$ 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 $79^{\circ}06'37''$ East, 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.

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 $00^{\circ}50'59''$ West 1,935.30 feet from a brass cap marking the Northwest corner of the Baughman D.L.C.; thence North $70^{\circ}07'20''$ East 232.20 feet; thence North $31^{\circ}57'00''$ 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 $11^{\circ}03'04''$ (chord bears North $60^{\circ}52'12''$ 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 $38^{\circ}28'36''$ (chord bears North $74^{\circ}34'58''$ East 142.12 feet) to a point; thence South $86^{\circ}10'44''$ 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 $34^{\circ}29'13''$ (chord bears North $76^{\circ}34'39''$ East 141.00 feet); thence North $18^{\circ}00'59''$ West 198.30 feet; thence North $40^{\circ}31'12''$ West 296.43 feet; thence North $26^{\circ}12'57''$ West 135.00 feet; thence South $73^{\circ}39'53''$ West 126.26 feet; thence South $27^{\circ}26'26''$ West 93.57 feet; thence South $62^{\circ}33'34''$ East 20.86 feet; thence South $27^{\circ}26'26''$ West 37.03 feet; thence South $00^{\circ}02'58''$ West 93.69 feet; thence South $72^{\circ}28'58''$ West 32.45 feet; thence South $17^{\circ}31'02''$ East 168.85 feet; thence North $72^{\circ}28'58''$ East 10.64 feet; thence South $17^{\circ}31'02''$ East 71.64 feet; thence North $72^{\circ}28'58''$ East 27.30 feet; thence South $17^{\circ}31'02''$ East 84.14 feet; thence South $72^{\circ}28'58''$ West 47.82 feet; thence South $17^{\circ}31'02''$ East 46.24 feet; thence South $31^{\circ}57'00''$ East 0.83 feet to the Point of Beginning.

EXHIBIT A

LEGAL DESCRIPTION - EASEMENT TRACT

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 A

LEGAL DESCRIPTION - THE MEADOW

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

COMMENCING from a 1/2 inch iron rod as depicted on that certain Record of Survey recorded in Volume 3, Page 53, Survey Records, Skamania County, Washington, marking the Northeast Corner of Columbia Gorge Park, recorded in Book B, Page 55, Plat Records, Skamania County, Washington, said corner also being located in the line common to the D. Baughman and the F. Iman Donation Land Claims, being South 00° 50' 59" West 1935.30 feet from a brass cap marking the Northwest corner of said D. Baughman D.L.C.;

THENCE North 70° 07' 20" East 232.20 feet to a point;

THENCE North 31° 57' 00" West 34.60 feet to the true point of beginning;

THENCE North 31° 57' 00" West 0.83 feet to a point;

THENCE North 17° 31' 02" West 46.24 feet to a point;

THENCE North 72° 28' 58" East 47.82 feet to a point;

THENCE North 17° 31' 02" West 84.14 feet to a point;

THENCE South 72° 58' 28" West 27.30 feet to a point;

THENCE North 17° 31' 02" West 71.64 feet to a point;

THENCE South 72° 58' 28" West 10.64 feet to a point;

THENCE North 17° 31' 02" West 168.85 feet to a point;

THENCE North 72° 28' 58" East 32.45 feet to a point;

THENCE North 00° 02' 58" East 93.69 feet to a point;

THENCE North 27° 26' 26" East 37.03 feet to a point;

THENCE North 62° 33' 34" West 20.86 feet to a point;

THENCE North 27° 26' 26" East 93.57 feet to a point;

THENCE North 73° 39' 53" East 126.26 feet to a point;

THENCE South 26° 12' 57" East 135.00 feet to a point;

THENCE South 40° 31' 12" East 296.43 feet to a point;

THENCE South 18° 00' 59" East 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 South 76° 34' 39" West 141.00 feet);

THENCE North 86° 10' 44" West 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 South 74° 34' 58" West 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 South 60° 52' 12" West 45.83 feet) to the true POINT OF BEGINNING.

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

5 of 5