

140402

BOOK 206 PAGE 926

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

RECORDED AT THE REQUEST OF  
AND AFTER RECORDING RETURN TO:

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

FEB 22 4 34 PM '01  
*P. Lowry*  
AUDITOR  
GARY H. OLSON

*507 2357*

FINANCING STATEMENT

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, T 2 N, R 7 E  
(complete legal description is attached as Exhibit A)  
on page 8

Assessor's Tax Parcel ID#:

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

Registered ☒  
Indexed ☒  
Signed ☒  
Filed ☒

FILING OFFICE: AUDITOR'S OFFICE OF THE COUNTY CLERK, SKAMANIA COUNTY, WASHINGTON

FINANCING STATEMENT

Debtor's Name  
and Address:

SKAMANIA OPCO, LLC  
c/o Dolce International  
28 West Grand Avenue  
Montvale, NJ 07645  
Attention: Debra Bates

Secured Party's Name  
and Address:

CREDIT LYONNAIS NEW YORK BRANCH, as Agent  
Credit Lyonnais Building  
1301 Avenue of the Americas  
New York, New York 10019  
Attention: Andrea Griffis  
Lodging Group

Date: February 22, 2001

Description of Collateral:

All of Debtor's right, title, and interest in and to any and all of the present and future property, items, and interests described below, now owned or hereafter acquired by Debtor and now or hereafter attached to, situated in, on, or about, used in or about, or arising in connection with the Land (herein so called) more particularly described on Exhibit A attached hereto and the Improvements (herein so called) thereon (the Land and Improvements are hereinafter sometimes referred to as the "Real Estate");

(i) All fixtures, building materials, machinery, equipment, furniture, furnishings, inventory, and personal property, and all renewals, replacements and substitutions thereof and additions thereto (all property described or referred to in this subsection (i) being hereinafter sometimes called the "Personal Property");

(ii) All portions of the Personal Property which are either fixtures or personal property, tangible or intangible;

(iii) All revenues, receipts, income, accounts, accounts receivable and other receivables arising under, out of, in connection with or related to the Real Estate and including, without limitation, revenues, receipts, income, receivables and accounts relating to or arising from rentals, occupancy, 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 in accordance with the accounting standards promulgated by the International Association of Conference Center Systems of Accounts for Conference Centers, as from time to time revised; all liquidated damages following defaults under any lease; all proceeds payable under any policy of insurance covering loss of rents, issues, profits, royalties, bonuses, revenue, receipts, income, accounts, accounts receivable and other receivables, and other benefits; and any and all other rights which Debtor may have against any lessee or against any other person under or in connection with any lease;

(iv) All building materials and equipment, machinery, and other items of personal property of any kind or character now or hereafter related to, situated upon or used, or acquired for use, upon or in connection with any part of the Real Estate;

(v) All accounts, inventory, instruments, chattel paper, documents, consumer goods, insurance proceeds, leases, contract rights, and general intangibles now, or hereafter related to, any of the Real Estate and the Personal Property, including, without limitation, the following:

(A) All contracts now or hereafter entered into by and between Debtor, as owner, and any contractor, or any other party, as well as all right, title, and interest of Debtor in, to, and under any subcontracts, providing for the construction (original, restorative or otherwise) of any of the Improvements, and of any other buildings, structures, or improvements to or on the Real Estate (or any part thereof), or the furnishing of any materials, supplies, equipment, or labor in connection with any such construction;

(B) All of the plans, specifications, and drawings (including, without limitation, plot plans, foundation plans, utility facilities plans, floor plans, elevations plans, framing plans, cross-sections of walls plans, mechanical plans, electrical plans, architectural and engineering plans and specifications, and architectural and engineering studies and analyses) heretofore or hereafter prepared by any architect or engineer with respect to any of the Real Estate;

(C) All agreements now or hereafter entered into by Grantor or Manager with any party with respect to architectural, engineering, management, brokerage, promotional, marketing, or consulting services rendered or to be rendered, with respect to the planning, design, inspection, or supervision of the construction, development, management, marketing, promotion, leasing, operation, or sale of any of the Real Estate and including, without limitation, the Management Agreement, as amended by the Approved Manager Agreement;

(D) All assignable commitments (and the proceeds therefrom) issued by any lenders or investors to finance or invest in any of the Real Estate and Personal Property, or in Debtor;



(E) Any completion bonds, performance bonds, labor and material payment bonds, and any other bonds for the benefit of Grantor or Manager (and the proceeds therefrom) relating to any of the Real Estate or to any contract providing for construction of any of the Improvements or any other buildings, structures, or improvements to, or on, any of the Real Estate;

(F) All rights or awards due to Debtor arising out of any eminent domain proceedings for the taking or for loss of value of any of the Real Estate;

(G) All rents, issues, profits, royalties, bonuses, revenue, receipts, income, accounts, accounts receivable, letter-of-credit rights and other receivables, and other benefits derived from the Real Estate and the Personal Property or arising from the use or enjoyment of any portion thereof or from any lease and any and all rights which Debtor may have against any lessee or against any other person under or in connection with any lease;

(H) All of Debtor's right, title and interest in and to trademarks, trade names, or symbols under which any of the Real Estate is operated or the business of Debtor at the Real Estate is conducted and all agreements now or hereafter entered by Debtor with respect thereto;

(I) All revenues, receipts, income, accounts, accounts receivable, and other receivables arising out of the leasing or operation of, or the business conducted at or in relation to, any of the Real Estate;

(J) All rights to payment from any consumer credit/charge card organization or entity (such as or similar to the organizations or entities which sponsor and administer the American Express, Carte Blanche, Diner's Club, Visa, the Discover Card and Mastercard cards);

(K) All monetary deposits which Debtor has been, or may be, required to give to any public or private utility with respect to utility services furnished, or to be furnished, to the Real Estate;

(L) All contracts of sale and options relating to the disposition of any of the Real Estate;

(M) All products and proceeds arising by virtue of any transaction related to the disposition of any of the Real Estate or the Personal Property or any operation related thereto;

(N) All deposits of cash, securities, or other property which may be held at any time and from time to time, by Debtor to secure the performance by each lessee or other person or entity under any lease or other agreement (oral or written) with respect to such person's right to occupy, use or manage any of the Real Estate or Personal Property or any operation related thereto;

(O) All transferable or assignable permits, licenses, franchises, certificates, and other rights and privileges obtained by Debtor in connection with any of the Real Estate or Personal Property or any operation related thereto;

(P) The FF&E Reserve Account, the Operating Accounts, the Interest Rate Hedging Arrangements and all of Debtor's rights and interests under the Interest Rate Hedging Documents (including the ISDA Master Agreement between Debtor and Credit Lyonnais New York Branch);

(Q) The balance of every deposit account (now or hereafter existing) of Debtor with Secured Party (or any agent, affiliate, or subsidiary of Secured Party) and any other claim of Debtor against Secured Party (now or hereafter existing) and all money, instruments, securities, documents, chattel paper, credits, demands, and any other property, rights, or interests of Debtor which at any time shall come into the possession, custody, or control of Secured Party (or any agent, affiliate, or subsidiary of Secured Party);

(R) All proceeds payable or to be payable under each policy of insurance relating to the Real Estate and/or the Personal Property or any operation related thereto; and

(S) All books, records, computer programs, tapes, discs, computer software and other like records and information evidencing, securing, relating to or concerning the Real Estate, the Personal Property, or any of the property or operation described in clauses (ii) through (iv) and in subclauses (A) through (R) of this clause (v); and

(vi) All leases, licenses, security agreements, and all other contracts and agreements governing or relating to Debtor's ownership, use, operation or sale of any of the Real Estate, Personal Property or any of the property described in clauses (ii) through (v), above; and

(vii) All payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing, to the extent not otherwise included; and

(viii) All appurtenances to, replacements or substitutes for, all products and proceeds of, and all accessions to, any of the property described in clauses (i) through (vii), above.

Record Owner: Debtor

Collateral is or may include Fixtures.

This Financing Statement is to be filed in the Auditor's Office.

FILING OFFICE: COUNTY CLERK, SKAMANIA COUNTY, WASHINGTON

D-860883.5

DEBTOR:

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

Exhibit A - Legal Description



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EXHIBIT A

Legal Description

D-860883.5

## EXHIBIT A

10-5

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



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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.

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## 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.

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