

Recording Requested by  
and when Recorded return to:

WELLS FARGO BANK, N.A.  
Commercial Mortgage Servicing  
1320 Willow Pass Road, Suite 300  
Concord, CA 94520

Attention: CMS Asset Admin.  
Loan No.: \_\_\_\_\_

ORIGINAL

**SUBORDINATION AGREEMENT  
and  
ESTOPPEL, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT**

**Tenant's Trade Name: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless**

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF THE MORTGAGE (DEFINED BELOW).**

This SUBORDINATION AGREEMENT AND ESTOPPEL, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT ("Agreement") is made as of 9/21/09, by and between Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Tenant"), and Bank of America, National Association, as successor by merger to LASALLE BANK NATIONAL ASSOCIATION, as Trustee for Bear Stearns Commercial Mortgage Securities II Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-PWR10 ("Lender"), with reference to the following facts and intentions of the parties:

**RECITALS**

- A. Commonwealth Washington Holding, Inc., a Delaware corporation ("Owner") is the owner of the land and improvements commonly known as 1131 Skamania Lodge Way, Stevenson, County of Skamania, Washington, and more specifically described in Exhibit B attached hereto ("Property") and the owner of the Landlord's interest in the lease identified in Recital B below ("Lease").
- B. Tenant is the owner of the tenant's interest in that lease dated July 14, 2005, executed by Owner, as landlord, and Tenant, as tenant, as amended by instrument(s) dated n/a. (Said lease is collectively referred to herein as the "Lease").
- C. Owner is indebted to Lender under a promissory note in the original principal amount of \$37,300,000.00, which note is secured by, among other things, a mortgage, deed of trust, trust indenture or deed to secure debt encumbering the Property ("Mortgage"), dated as of August 29, 2005 and recorded August 30, 2005, in the Official Records of the County of Skamania, State of Washington ("Mortgage").

2005158549

THEREFORE, The parties agree as follows:

1. **SUBORDINATION.**

- 1.1 **Prior Lien.** The Mortgage, and any modifications, renewals or extensions thereof, shall unconditionally be and at all times remain a lien or charge on the Property prior and superior to the Lease.
- 1.2 **Entire Agreement.** This Agreement shall be the whole agreement and only agreement with regard to the subordination of the Lease to the lien or charge of the Mortgage, and shall supersede and cancel, but only insofar as would affect the priority between the Mortgage and the Lease, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subordination of the Lease to a deed or deeds of trust, a mortgage or mortgages, a deed or deeds to secure debt or a trust indenture or trust indentures.
- 1.3 **Disbursements.** Lender, in making disbursements pursuant to the Note, the Mortgage or any loan agreements with respect to the Property, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat this agreement to subordinate in whole or in part.
- 1.4 **Subordination.** Tenant intentionally and unconditionally waives, relinquishes and subordinates all of Tenant's right, title and interest in and to the Property, to the lien of the Mortgage.

2. **NON-DISTURBANCE AND ATTORNMEN.**

- 2.1 **Non-Disturbance.** Notwithstanding anything to the contrary contained in the Lease, so long as there shall exist no breach, default or event of default (beyond any period given to Tenant in the Lease to cure such default) on the part of Tenant under the Lease at the time of any foreclosure of the Mortgage, Lender agrees that the leasehold interest of Tenant under the Lease shall not be terminated by reason of such foreclosure, but rather the Lease shall continue in full force and effect and Lender shall recognize and accept Tenant as tenant under the Lease subject to the provisions of the Lease.
- 2.2 **Attornment.** Notwithstanding anything to the contrary contained in the Lease, should title to the leased premises and the landlord's interest in the Lease be transferred to Lender or any other person or entity ("New Owner") by, or in-lieu of judicial or non-judicial foreclosure of the Mortgage, Tenant agrees, for the benefit of New Owner and effective immediately and automatically upon the occurrence of any such transfer, that: (a) Tenant shall pay to New Owner all rental payments required to be made by Tenant pursuant to the terms of the Lease for the remainder of the Lease term; (b) Tenant shall be bound to New Owner in accordance with all of the provisions of the Lease for the remainder of the Lease term; (c) Tenant hereby attorns to New Owner as its landlord, such attornment to be effective and self-operative without the execution of any further instrument; (d) New Owner shall not be liable for any default of any prior landlord under the Lease, including, without limitation, Owner, except where such default is continuing at the time New Owner acquires title to the leased premises and New Owner fails to cure same after receiving notice thereof; (e) New Owner shall not be subject to any offsets or defenses which Tenant may have against any prior landlord under the Lease, including, without limitation, Owner, except where such offsets or defenses arise out of a default of the prior landlord which is continuing at the time New Owner acquires title to the leased premises and New Owner fails to cure same after receiving notice thereof; and (f) New Owner shall not be liable for any obligations of landlord arising under the Lease following any subsequent transfer of the title to the leased premises by New Owner.

3. **ESTOPPEL.** Tenant warrants and represents to Lender, as of the date hereof, that:

- 3.1 **Lease Effective.** The Lease has been duly executed and delivered by Tenant and, subject to the terms and conditions thereof, the Lease is in full force and effect, the obligations of Tenant thereunder are

valid and binding, and there have been no modifications or additions to the Lease, written or oral, other than those, if any, which are referenced above in Recital B.

- 3.2 **No Default.** To the best of Tenant's knowledge: (a) there exists no breach, default, or event or condition which, with the giving of notice or the passage of time or both, would constitute a breach or default under the Lease either by Tenant or Owner; and (b) Tenant has no existing claims, defenses or offsets against rental due or to become due under the Lease.
- 3.3 **Entire Agreement.** The Lease constitutes the entire agreement between Owner and Tenant with respect to the Property, and Tenant claims no rights of any kind whatsoever with respect to the Property, other than as set forth in the Lease.
- 3.4 **Minimum Rent.** The annual minimum rent under the Lease is \$12,000.00, subject to any escalation, percentage rent and/or common area maintenance charges provided in the Lease. The "Base Year" for any escalation is 2009.
- 3.5 **Rental Payment Commencement Date:** The rents stated in Section 3.4 above will begin or have begun on the first day of the month in which notice of the exercise of the option is effective.
- 3.6 **Rentable area.** The rentable area of the leased premises is 316 square feet.
- 3.7 **Commencement Date.** The term of the Lease commenced or will commence on the first day of the month in which notice of the exercise of the option is effective.
- 3.8 **Expiration Date.** The term of the Lease will expire on December 2039.
- 3.9 **No Deposits or Prepaid Rent.** No deposits or prepayments of rent have been made in connection with the Lease, except as follows: None. (if none, write "None").
- 3.10 **No Other Assignment.** Tenant has received no notice, and is not otherwise aware of, any other assignment of the landlord's interest in the Lease.
- 3.11 **No Purchase Option or Refusal Rights.** Tenant does not have any option or preferential right to purchase all or any part of the Property, except as follows: None. (if none, write "None").

#### 4. **MISCELLANEOUS.**

- 4.1 **Heirs, Successors and Assigns.** The covenants herein shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the parties hereto. Whenever necessary or appropriate to give logical meaning to a provision of this Agreement, the term "Owner" shall be deemed to mean the then current owner of the Property and the landlord's interest in the Lease.
- 4.2 **Addresses; Request for Notice.** All notices and other communications that are required or permitted to be given to a party under this Agreement shall be in writing and shall be sent to such party, either by personal delivery, by overnight delivery service, by certified first class mail, return receipt requested, or by facsimile transmission, to the address or facsimile number below. All such notices and communications shall be effective upon receipt of such delivery or facsimile transmission. The addresses and facsimile numbers of the parties shall be:

Tenant:

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, NJ 07921  
Attn: Network Real Estate

Lender:

Wells Fargo, N.A., as Master Servicer  
Attn: Asset Administration  
1320 Willow Pass Road, Ste 300  
Concord, California 94520

FAX No.: 925-685-1259

provided, however, any party shall have the right to change its address for notice hereunder by the giving of written notice thereof to the other party in the manner set forth in this Agreement.

- 4.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.
- 4.4 **Section Headings.** Section headings in this Agreement are for convenience only and are not to be construed as part of this Agreement or in any way limiting or applying the provisions hereof.
- 4.5 **Attorneys' Fees.** If any legal action, suit or proceeding is commenced between Tenant and Lender regarding their respective rights and obligations under this Agreement, the prevailing party shall be entitled to recover, in addition to damages or other relief, costs and expenses, attorneys' fees and court costs (including, without limitation, expert witness fees). As used herein, the term "prevailing party" shall mean the party which obtains the principal relief it has sought, whether by compromise settlement or judgment. If the party which commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.
5. **INCORPORATION.** Exhibit A, the Owner's Consent is attached hereto and incorporated herein by this reference.

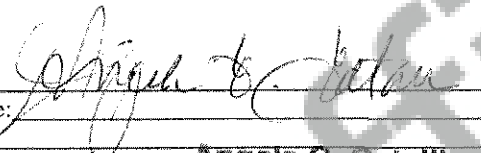
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**"LENDER"**

BANK OF AMERICA, NATIONAL ASSOCIATION, as successor by merger to LASALLE BANK, NATIONAL ASSOCIATION, as Trustee for Bear Stearns Commercial Mortgage Securities II Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-PWR10

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Master Servicer under the Pooling and Servicing Agreement, dated as of December 1, 2005, by and among Bear Stearns Commercial Mortgage Securities II Inc., Wells Fargo Bank, National Association, Prudential Asset Resources, Inc., Centerline Servicing Inc. (f/k/a ARCap Servicing, Inc.), Bank of America, National Association, as successor by merger to LaSalle Bank, National Association, Wells Fargo Bank, National Association, and ABN AMRO Bank N.V.

By:

By:   
 Name: \_\_\_\_\_  
 Its: \_\_\_\_\_  
**Angela C. Catalli**  
 Vice President

**"TENANT"**

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By:   
 Name: Walter L. Jones Jr.  
 Its: Area Vice President Network  
 Date: 9/24/09

**IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.**

**ALL SIGNATURES MUST BE ACKNOWLEDGED.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }

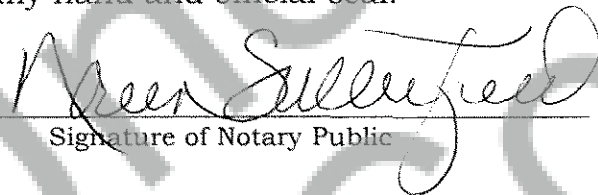
County of Contra Costa }

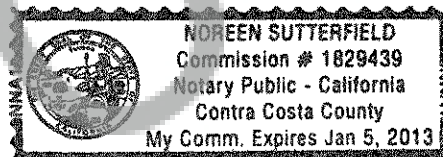
On **October 29, 2009** before me, **Noreen Sutterfield**, Notary Public, personally appeared **Angela C. Catalli**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

  
Signature of Notary Public





CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California     )  
                                      )  
County of Orange        )

On 9/21, 2009, before me, Sandra J. Rojas, Notary Public, personally appeared **Walter L. Jones, Jr.**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sandra J. Rojas  
Signature of Notary Public

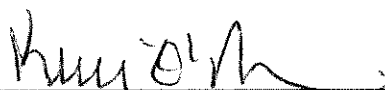


Place Notary Seal Above

**EXHIBIT A  
OWNER'S CONSENT**

The undersigned, which owns or is about to acquire the Property and the landlord's interest in the Lease, hereby consents to the execution of the foregoing SUBORDINATION AGREEMENT AND ESTOPPEL, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT, and to implementation of the agreements and transactions provided for therein.

"OWNER"



Kerri O'Neill  
~~is~~ Vice President



**EXHIBIT B**  
(Description of Property)

EXHIBIT B to SUBORDINATION AGREEMENT AND ESTOPPEL, NON-DISTURBANCE AND ATTORNMEN  
AGREEMENT dated as of \_\_\_\_\_, executed by \_\_\_\_\_, as "Tenant", and \_\_\_\_\_  
"Lender".

All that certain land located in the County of \_\_\_\_\_, State of \_\_\_\_\_, described as follows:

**PARCEL I**

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 a 1/2 inch iron pipe; thence South 59°00'19" West 396.02 feet to a 1/2 inch iron rod; thence North 78°38'44" West 97.60 feet to a 1/2 inch iron rod; thence North 35°22'44" West 122.60 feet to a 1/2 inch iron rod; thence North 59°43'41" West 216.00 feet to a 1/2 inch iron rod; thence North 65°46'40" West 319.35 feet to a 1/2 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 1/2 inch iron rod; thence leaving said right of way South 21°52'06" East 221.63 feet to a 1/2 inch iron pipe; thence South 89°53'16" East 104.76 feet to a 1/2 inch iron pipe; thence North 45°07'04" East 121.54 feet to a 1/2 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 1/2 inch iron rod; thence South 34°22'53" East 377.84 feet to a 1/2 inch iron rod; thence South 65°26'35" East 236.37 feet to a 1/2 inch iron rod thence South 13°10'46" West 117.78 feet to a 1/2 inch iron rod; thence South 71°56'35" East 207.62 feet to a 1/2 inch iron rod; thence North 13°10'46" East 194.93 feet to a 1/2 inch iron rod; thence South 72°56'35" East 72.19 feet to a 1/2 inch iron rod; thence South 53°51'59" East 476.72 feet to a 1/2 inch iron rod; thence South 75°24'01" East 132.00 feet to a 1/2 inch iron rod; thence South 89°09'01" East 74.00 feet to a 1/2 inch iron rod; thence South 00°50'59" West 132.00 feet to a 1/2 inch iron rod; thence South 89°09'03" East 180.29 feet to a 1/2 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°28'28", the chord of which bears South 44°35'53" East, a distance of 246.26 feet to a 1/2 inch iron rod; thence South 77°50'37" East 114.61 feet to a 1/2 inch iron rod; thence 159.01 feet along the arc of a 402.00 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 1/2 inch iron rod; thence South 56°11'37" East 273.36 feet to a 1/2 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 1/2 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 1/2 inch iron rod; thence South 79°54'00" West 261.00 feet; thence North 52°53'13" West 100.00 feet; thence South 50°32'24" West 30.00 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 82°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 1/2 inch iron rod; thence North 66°31'00" West 20.00 feet to a 1/2 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 1/2 inch iron rod; thence South 59°31' 02" East 20.00 feet to a 1/2 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 1/2 inch iron rod; thence North 56°03'57" West 8.39 feet to a point that bears North 50°38'42" West 0.70 feet from a concrete right of way monument; thence South 33°56'03" West 208.73 feet to a point that bears South 65°29'49" East 0.58 feet from a concrete right of way monument; thence North 56°03'57" West 60.00 feet to a point that bears North 35°49'26" West 0.57 feet from a concrete right of way monument; thence South 33°56'03" West 133.77 feet to a point that bears South 78°22'11" West 1.00 feet from a concrete right of way monument; thence South 56°03'57" East 5.47 feet to a 1/2 inch iron rod, said rod also marking the intersection of Second Street extension right of way and the Westerly right of way of Malicot Road (60.00 foot right of way); thence along said Malicot right of way South 56°27'19" West 46.44 feet to a 1/2 inch iron rod; thence 201.61 feet along the arc of a 256.70 foot radius curve to the right, having a central angle of 45°00'00", the chord of which bears South 78°57'19" West, 196.47 feet to a 1/2 inch iron rod; thence North 78°52'41" West 13.00 feet to a 1/2 inch iron rod; thence 186.92 feet along the arc of a 125.70 foot radius curve to the left, having a central angle of 85°12'00", the chord of which bears South 58°51'19" West, a distance of 170.17 feet to a 1/2 inch iron rod marking the point of compound curvature; thence 172.50 feet along the arc of a 173.40 foot radius curve to the left, having a central angle of 57°00'00", the chord of which bears South 12°14'41" East, a distance of 165.48 feet to a 1/2 inch iron rod marking the point of reverse curvature; thence 79.96 feet along the arc of a 65.70 foot radius curve to the right, having a central angle of 69°44'00", the chord of which bears South 05°52'41" East, a distance of 75.12 feet to a 1/2 inch iron rod; thence South 28°59'19" West 98.60 feet to a 1/2 inch iron rod; thence 65.70 feet along the arc of a 65.70 foot radius curve to the right, having a central angle of 57°18'00", the chord of which bears South 57°38'19" West, a distance of 63.00 feet to a 1/2 inch iron rod marking a point of reverse curvature; thence 254.56 feet along the arc of a 507.60 foot radius curve to the left, having a central angle of 28°44'00", the chord of which bears South 71°55'19" West a distance of 251.90 feet to a 1/2 inch iron rod marking a point of reverse curvature; thence 44.84 feet along the arc of a 160.80 foot radius curve to the right, having a central angle of 15°58'38", the chord of which bears South 65°32'38" West, a distance of 44.69 feet to a 1/2 inch iron rod on the West line of said Baughman D.L.C.; thence leaving said Malicot Road right of way along said West line of the Baughman D.L.C. North 00°50'59" East 1,237.41 feet to the Point of Beginning.

TOGETHER WITH the following described property:

A tract of land located in the D. Baughman donation land claim situated in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, 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 West line of said Baughman donation land claim to the point of beginning and 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  $65^{\circ}28'09''$ ; 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  $65^{\circ}23'51''$ ; 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  $38^{\circ}29'38''$  East 237.63 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 46.46 feet to a  $\frac{1}{4}$  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  $78^{\circ}57'18''$  West, 196.47 feet) 201.61 feet to a  $\frac{1}{4}$  inch iron rod; thence North  $78^{\circ}32'41''$  West 13.00 feet to a  $\frac{1}{4}$  inch iron rod at the beginning of a 125.70 foot radius curve to the left, having a central angle of  $88^{\circ}12'00''$ ; thence along said curve to the left (the long chord of which bears South  $58^{\circ}51'18''$  West, 170.17 feet) 186.92 feet to a  $\frac{1}{4}$  inch iron rod marking the point of compound curvature of a 172.40 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  $\frac{1}{4}$  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  $\frac{1}{4}$  inch iron rod; thence South  $28^{\circ}59'19''$  West 96.60 feet to a  $\frac{1}{4}$  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  $\frac{1}{4}$  inch iron rod at the beginning of a 507.60 foot radius of reverse curvature to the left having a central angle of  $14^{\circ}21'23''$ ; 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°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°45'29"; 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:

Beginning at a 1/2 inch iron rod on the West line of the Baughman D.L.C., said rod being South 00°50'59" West 1,935.30 feet from a brass cap marking the Northwest corner of the Baughman D.L.C.; thence North 70°07'20" East 232.20 feet; thence North 31°57'00" West 34.50 feet to the beginning of a 238.00 foot radius non-tangent curve to the left and the True 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°23'53" West 126.26 feet; thence South 27°26'26" West 93.57 feet; thence South 62°13'34" 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.

#### PARCEL II

A tract of land located in the Baughman Donation Land Claim, in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at an iron pipe marking the intersection of the East line of the said Section 2 with the division line between the Northeasterly and Southwesterly halves of the said Baughman Donation Land Claim; thence along said division line North 64°10' West a distance of 301.32 feet to the initial point of the tract hereby described; thence North 21°08' West 308.67 feet; thence South 47°21' West 226.46 feet to intersection with the said divisions line; thence South 64°10' East along the said division line 300 feet to the initial point.