

WHEN RECORDED RETURN TO:

Mark R. Stoker
Heurin, Potter, Jahn, Leatham & Holtmann, P.S.
PO Box 611
Vancouver, WA 98666

DOCUMENT TITLE(S):

Deed of Trust

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

Terrapin Investments, LLC, a Washington Limited Liability Company

BENEFICIARY:

S & R Melonas LLC, a Washington limited liability company

TRUSTEE:

Columbia Gorge Title Company

ABBREVIATED LEGAL DESCRIPTION:

Ptn SEC 1 T2N R7E W.M.

Full Legal Description on page 5

TAX PARCEL NUMBER(S):

02-07-01-1-0-2800-00, 02-07-01-1-0-2801-00, 02-07-01-1-0-2900-00, 02-07-01-1-0-3000-00, 02-07-01-1-0-3100-00, 02-07-01-1-0-3200-00, 02-07-01-1-0-3300-00, 02-07-01-1-0-3400-00, 02-07-01-1-1-4200-00, 02-07-01-1-1-4280-00, 02-07-01-1-1-4290-00

AFTER RECORDING, RETURN TO:

Mark F. Stoker
Heurlin, Potter, Jahn, Leatham & Holtmann, P.S.
P.O. Box 611
Vancouver, WA 98666-0611

Space above this line reserved for Recorder's use

DEED OF TRUST

Effective Date.

APRIL 30, 2018

Grantor.

TERRAPIN INVESTMENTS, LLC, a Washington
limited liability company,

Trustee.

Columbia Gorge Title Company
PO Box 277
Stevenson, Washington 98648

Beneficiary.

S & R MELONAS, LLC, a Washington limited
liability company

1. Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property (hereinafter "Property") in Skamania County, Washington:

SEE EXHIBIT A

which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or appertaining thereto, and the rents, issues and profits thereof.

2. This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of \$3,100,000.00 with interest, in accordance with terms of a promissory note of even date herewith ("Note"), payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions of and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of Grantor's successors or assigns, together with interest thereon at such rate as shall be agreed upon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Grantor covenants and agrees:

3. To keep the Property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property.
4. To pay before delinquent all lawful taxes and assessments upon the Property; to keep the Property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust. Should Grantor fail to do so, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
5. To keep all buildings now or hereafter erected on the Property described herein continuously insured against loss by fire or other hazards in an amount not less than the fair market value of the improvements located on the property. All policies shall be in such companies as Beneficiary may approve and have loss payable first to Beneficiary as its interest may appear and then to Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as Beneficiary shall determine. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
6. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
7. To pay all costs, fees and expenses incurred in enforcing the obligation secured hereby including Trustee's and attorney's fees actually incurred, as provided by statute.
8. Beneficiary may make or cause to be made reasonable entries upon and inspections of the Property, provided that Beneficiary shall give Grantor notice prior to any such inspection specifying reasonable cause therefore related to Beneficiary's interest in the Property.
9. In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
10. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive the right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

11. The trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled hereto, on written request of Grantor and Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by Beneficiary or the person entitled thereto.

12. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.

13. Except for any notice required under applicable law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Grantor at the Property Address or at such other address as Grantor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be given by certified mail, return receipt requested, to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Grantor or Beneficiary when given in the manner designated herein.

14. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holders and owners of the note secured hereby, whether or not named as Beneficiary herein.

15. Grantor shall be in default under this Deed of Trust in any of the following circumstances:

15.1 Any default by Grantor under the Note, as described therein, or any default in the payment of any indebtedness secured hereby when due or in the timely performance of any covenant or the observance of any condition contained in the Note, or other related loan documents; or

15.2 The breach of any warranty or any material inaccuracy of any representation of Grantor contained herein or in the Note, or other related loan document; or should any representation, document, exhibit, statement, certificate, or schedule furnished to Beneficiary by Grantor contain any untrue or misleading statement of a material fact or fail to state any material fact necessary to make the statement of facts contained therein not misleading, or should the same thereafter become untrue or misleading in any material respect; or

15.3 Any failure to perform any obligation which is secured by any lien against or interest in the Property, rights or interests encumbered hereby or any portion thereof, regardless of whether such lien or interest is prior or subordinate to these presents, and which default or failure

to perform is not cured within any applicable grace period or which in any manner threatens the lien of this Deed of Trust; or

15.4 Any failure of Grantor to pay when due taxes, municipal or special assessment, insurance premium, or any lien or charge upon the Property; or

15.5 Any of the following shall occur with respect to the Property, Grantor, any guarantor of the Note or the then owner of the Property:

- a. the appointment of a receiver, liquidator or trustee;
- b. the filing of any voluntary or involuntary petition for bankruptcy or reorganization;
- c. if any such person be unable, or admit in writing an inability, to pay its debts when due;
- d. the dissolution, termination of existence, insolvency or business failure of any such person;
- e. any assignment for the benefit of creditors;
- f. the making or suffering of a fraudulent transfer under applicable federal or state law;
- g. the concealment of any of its property in fraud of creditors;
- h. the making or suffering by a preference within the meaning of the federal bankruptcy law; and
- i. the imposition of a lien through legal proceedings or distraint upon any of the Property which is not contested in the manner permitted by this Deed of Trust;
- j. the death of any such person;

15.6 Any material adverse change, including, without limitation, actual or threatened removal, demolition, or other impairment, of the Property or any improvements thereon; or

15.7 Any impending or proposed: (i) condemnation; (ii) rezoning; or (iii) modification or enactment of any ordinances or regulations, any of which could materially affect any improvements on the Property or the use or cost thereof; or

15.8 Any conveyance, lease or encumbrance of all or any part of the Property without the consent of Beneficiary herein being first given in writing.

16. Upon the occurrence of any default under this Deed of Trust and at any time thereafter, Trustee or Beneficiary may exercise any one or more of the following rights and remedies:

16.1 Beneficiary may exercise any right or remedy provided for the Note, or other document executed in connection with or to secure the Note;

16.2 Beneficiary may declare the Note and all other sums secured by this Deed of Trust immediately due and payable;

16.3 Upon written request of Beneficiary, Trustee shall sell the Property, in accordance with RCW 61.24 et. seq., as existing now, or hereafter amended) and the Uniform Commercial Code of the State of Washington where applicable, at public auction to the highest bidder for cash at such time and at such place as are statutorily prescribed. Any person except Trustee may bid at a Trustee's sale. Subject to applicable law, Trustee shall apply the proceeds of the sale in the following order: (i) to the expense of sale, including a reasonable Trustee's fee and attorney fees; (ii) to the obligation secured by this Deed of Trust; (iii) the surplus, if any, shall be distributed in accordance with said Deed of Trust Act. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of Grantor's execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party, unless such action or proceeding is brought by Trustee.

16.4 Beneficiary shall have the right to judicially foreclose this Deed of Trust as a mortgage.

16.5 With respect to all or any part of the Property that is personal or intangible (including but not limited to the standing timber to be harvested with the express written consent of Beneficiary), Beneficiary shall have all the rights and remedies of a secured party under the Uniform Commercial Code. Upon request, Grantor shall assemble and make such collateral available to Beneficiary at a place to be designated by Beneficiary which is reasonably convenient to both parties. If any notification or disposition of all or any portion of the collateral is required by law, such notification shall be deemed reasonably and properly given if mailed at least ten (10) days prior to such disposition.

16.6 Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, without obligation so to do and without demand upon Grantor and without releasing Grantor from any obligation hereof, may (i) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (ii) commence, appear in and

defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (iii) pay, purchase, contest, or compromise any encumbrance, charge, lien, tax or assessment, or the premium for any policy of insurance required herein; and in exercising any such power, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel and pay such counsel's fees. Beneficiary shall be subrogated to the rights and lien interests of any person who is paid by Beneficiary pursuant to the terms of this paragraph. Grantor shall repay immediately on written notice to Grantor all sums expended or advanced hereunder by or on behalf of Beneficiary, with interest from the date of such advance or expenditure at the Default Rate provided for in the Note, and the repayment thereof shall be secured hereby.

16.7 Beneficiary may, at its option, and in person or by agent, employee or court-appointed receiver, enter upon and take possession of the Property and may terminate in any lawful manner any lease of the Property, exercising with respect thereto any right or option available to Grantor. The entering upon and taking possession of the Property, the collection of rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the Property, and the application or release thereof shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

16.8 Beneficiary may require any tenant or other user to make payments of rent or use fees directly to Beneficiary regardless of whether Beneficiary has taken possession of the Property. If any rents are collected by Beneficiary, then Grantor irrevocably designates Beneficiary as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds.

16.9 Beneficiary shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect the income from the Property and apply the proceeds, over and above cost of the receivership, against the Note. The receiver may serve without bond if permitted by law. Beneficiary's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the indebtedness secured hereby by a substantial amount. Employment by Beneficiary shall not disqualify a person from serving as a receiver. Upon taking possession of all or any part of the Property, the receiver or Beneficiary may: (i) use, operate, manage, control and conduct business on the Property and make expenditures for all maintenance and improvements as in its judgment are necessary and proper; (ii) collect the income from the Property and apply such sums to the expenses of use, operation and management; and (iii) at Beneficiary's option, complete any construction in progress on the Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Beneficiary deems reasonably necessary or appropriate. If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Beneficiary or otherwise, or Beneficiary may borrow or advance, such sums as the receiver or Beneficiary may deem reasonably necessary for the purposes stated in this paragraph. The amounts borrowed or advanced shall be payable on demand and bear interest from the date of

expenditure until repaid at the interest rate then applicable under the Note. Such sums shall become a part of the debt secured by this Deed of Trust.

16.10 Beneficiary may specifically enforce any covenant in this Deed of Trust or Grantor's compliance with its warranties herein and may restrain and enjoin the breach or prospective breach of any such covenant or the noncompliance with any condition, and Grantor waives any requirement of the posting of any bond in connection therewith.

16.11 Beneficiary shall have such other rights and remedies as are available under any statute or at law or in equity generally, and the delineation of certain remedies in this Deed of Trust shall not be deemed in limitation thereof.

17. After deducting all costs and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable attorney fees in connection with sale, as above set forth, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the Default Rate provided for in the Note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

18. All rights and remedies of Beneficiary herein specified are cumulative and are in addition to, not in limitation of, any rights and remedies Beneficiary may have at law.

19. Grantor covenants and warrants that the Property is not used principally or primarily for agricultural purposes. Grantor acknowledges that the loan and obligation secured hereby are not primarily for a personal, family, or household use.

20. The relationship between Beneficiary and Grantor is that of lender and borrower, and no partnership, joint venture, or other similar relationship shall be inferred from this Deed of Trust. Grantor shall not have the right or authority to make representations, act, or incur debts or liabilities on behalf of Beneficiary. Grantor is not executing this Deed of Trust as an agent or nominee for an undisclosed principal and no third party Beneficiary are or shall be created by the execution of this Deed of Trust, other than by the assignment by Beneficiary of this Deed of Trust.

21. In the event single parcels or groups of parcels of the Property are sold to another party, then the amount immediately paid to Beneficiary for a partial reconveyance will be the net proceeds of any such sale(s). This would be gross sale price less normal closing costs, excise tax and real estate commission. The minimum sales price for each sale will be determined by the 2017 County Assessed value(s) proportional to each parcel, times 110%.

Beneficiary shall deposit partial release forms with title company at closing with the legal descriptions to be filled in and recorded by title company upon receipt of funds based upon the partial release formula above. At no time shall any release be required where the fair market value of all remaining parcels of the Property held by the Grantor (after such release would otherwise be provided by Beneficiary) is less than 110% of the 2017 County assessed value.

Lot Line Adjustments. In order to sell groups of parcels, Grantor may need to adjust lot lines to group parcels together. Beneficiary will provide necessary releases to enable Grantor to make these adjustments. This is particularly necessary because 1st Street divides small portions of parcels.

22. Beneficiary and Grantor confirm that they have mutually negotiated this Deed of Trust and that none of the terms or provisions of this Deed of Trust shall be construed against either party.

GRANTOR:
TERRAPIN INVESTORS, LLC

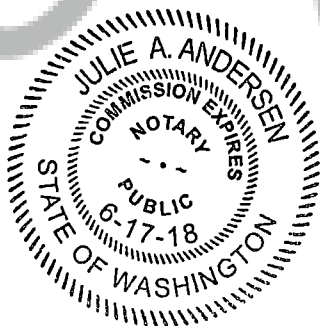

BRIAN J. ADAMS, Member



CHERYL M. ADAMS, Member

STATE OF WASHINGTON)
: ss.
County of Skamania

I certify that Brian J. Adams personally appeared before me and that I know or have satisfactory evidence that he signed this instrument, on oath stated that he was authorized to execute the instrument as Member of Terrapin Investments, LLC, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 30 day of April, 2018.



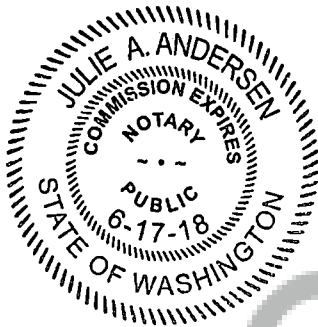

NOTARY PUBLIC FOR WASHINGTON
My Commission Expires June 17, 2018

STATE OF WASHINGTON)

County of Skamania : ss.

I certify that Cheryl M. Adams personally appeared before me and that I know or have satisfactory evidence that she signed this instrument, on oath stated that she was authorized to execute the instrument as Member of Terrapin Investments, LLC, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 30 day of April, 2018.



Julie A. Andersen
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: June 17, 2018

EXHIBIT A

EXHIBIT A

PARCEL I: 02-07-01-1-0-2800-00

A tract of land lying within the boundaries of Government Lots 6 and 9 in Section 1, Township 2 North, Range 1 East of the Willamette Meridian, in the County of Skamania, State of Washington, more particularly described as follows:

A tract of land lying North of the North line of the Daniel Baughman D.L.C., and Southerly of the boundary line of State Highway No. 8 as presently located and established in the deed conveyed to the State of Washington by instrument recorded in Book Z, Page 494, and Northerly of the Spokane, Portland and Seattle Railway Company's right of way, as described in Book 80, Page 141, more accurately described as follows:

Commencing at the Southeast corner of that tract of land conveyed to Gust J. Melonas and Catharine G. Melonas by E. Seymour Hall, as described in deed recorded in Page 378, Book 28 of Deeds, records of Skamania County, Washington, the said point of beginning being at a point on the Westerly line of Seymour Street in the Town of Stevenson, which is 30 feet Southerly from the Northwest corner of First and Seymour Street; thence in a Southerly direction along the West line of Seymour Street, a distance of

97.5 feet, to the Northeast corner of the Tract of land known as "Columbus Fields Acre", description of which is given in the deed from A. Fleischhauer to Portland and Seattle Railway Co., recorded in Book I of Deeds, Page 532 and the Point of Beginning; thence South $55^{\circ}30'$ West along the North line of said Columbus Fields Acre, a distance of 209 feet to the Northwest corner of said acre and to the East line of a tract of land described in Book I, Page 529; thence North 11 feet; thence West, a distance of 88.7 feet, more or less, to the West line of Shepard D.L.C.; thence South along said West line of Shepard D.L.C. a distance of 15 feet, more or less, to the Northeast corner of a tract of land described in Book K, Page 82; Thence along the north line of said tract South $52^{\circ}12'$ West a distance of 375 feet, more or less, to the Northwest corner of a tract described in Book K, Page 83 and on the East line of a tract described in Book K, Page 145; Thence North along said East line a distance of 126.5 feet, more or less to the Northeast corner of said Track in Book K, Page 145; Thence South $52^{\circ}12'$ West a distance of 679 feet, more or less, to the North line of the Daniel Baughman D.L.C. and the end of said Rail Road right of way; and Westerly of the following described line:

Commencing at a point on the Southerly line of the said State Highway right of way 1027.2 feet South as measured along the West line of the Henry Shepard D.L.C. and due West 385.7 feet from the intersection of the North line of Section 1, Township 2 North, Range 7 East of the Willamette Meridian with the West line of said Henry Shepard D.L.C.; thence South $58^{\circ}45'$ East to intersection with the Northerly right of way line of the said Spokane, Portland and Seattle Railway Company's right of way.

EXCEPTING flowage easement, navigation rights on Rock Creek, Spokane, Portland and Seattle Railway Company's right of way and easement for drainage ditch and pipe line.

EXCEPT that portion taken by the State of Washington by Suit No. 96-2-00093-2.

PARCEL II: 02-07-01-1-0-2801-00

A tract of land lying within the boundaries of the Daniel Baughman D.L.C. in Section 1, Township 2 North, Range 1 East of the Willamette Meridian, in the County of Skamania, State of Washington, more particularly described as follows:

A tract of land lying Easterly of the center of the channel of Rock Creek, and Southerly of the boundary line of State Highway No. 8 as presently located and established in the deed conveyed to the State of Washington by instrument recorded in Book Z, Page 494, and Northerly of the Spokane, Portland and Seattle Railway Company's right of way, being 100 feet northerly of the centerline of the main track.

EXCEPTING flowage easement, navigation rights on Rock Creek, Spokane, Portland and Seattle Railway Company's right of way and easement for drainage ditch and pipe line.

EXCEPT that portion taken by the State of Washington by Suit No. 96-2-00093-2.

PARCEL III: 02-07-01-1-0-2900-00

A tract of land in the Northeast Quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Commencing at a point where the North line of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, intersects the West line of the Henry Shepard D.L.C.; thence South along the D.L.C. line 887.4 feet; thence West 278.3 feet to a point on the Southerly Right of Way line of State Road No. 8, and the True Point of Beginning; thence South $48^{\circ} 20'$ East 73.4 feet; thence South $41^{\circ} 40'$ West 60 feet; thence North $48^{\circ} 20'$ West 72 feet; thence Northeasterly along the Southerly line of the said right of way of State Road No. 8 to the point of beginning.

EXCEPT That portion taken by the State of Washington by Suit #96-2-00093-2.

PARCEL IV: 02-07-01-1-0-3000-00

All that portion of Government Lot 9 of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Southerly of State Highway No. 8 as presently located and established and Northerly of the right of way of the Spokane, Portland and Seattle Railway Company;

EXCEPTING:

1. A tract of land conveyed to Northwestern Electric Company by deed recorded at

Page 34 of Book O of Deeds, Records of Skamania County, Washington;

2. A tract of land conveyed to Steve J. Melonas by deed recorded at Page 529 of Book U of Deeds, Records of Skamania County, Washington;
3. A tract of land conveyed to Steve J. Melonas by deed recorded at Page 516 of Book 30 of Deeds, Records of Skamania County, Washington;
4. A tract of land conveyed to Spiros G. Stelios and Sam G. Melonas by deed recorded at Page 337 of Book 33 of Deeds, Records of Skamania County, Washington;
5. A tract of land conveyed to Steve J. Melonas and Mary Melonas by deed recorded at Page 338 of Book 33 of Deeds, Records of Skamania County, Washington;
6. Tracts of land conveyed to Erik Nord by deeds recorded at Page 607 of Book N of Deeds and at Page 159 of Book O of Deeds, Records of Skamania County, Washington; and
7. A tract of land conveyed to Esson Smith by deed recorded at Page 69 of Book 37 of Deeds, Records of Skamania County, Washington.

TOGETHER WITH a tract of land commencing at a point where the North line of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, intersects the West line of the Henry Shepard D.L.C.; thence South along the D.L.C. line 887.4 feet; thence West 287.3 feet, to the point on the Southerly line of the right of way of State Road No. 8; thence South $48^{\circ} 20'$ East 73.4 feet; thence South $41^{\circ} 40'$ West 80 feet to the True Point of Beginning; thence from said Point of Beginning North $46^{\circ} 20'$ West 72.0 feet to the Southerly right of way line of said State Highway No. 8; thence Southwesterly along the Southerly line of said State Highway No. 8 a distance of 60 feet; thence South $48^{\circ} 20'$ East a distance of 73.4 feet; thence Northeasterly in a straight line to the Point of Beginning.

EXCEPT that portion taken by the State of Washington by Suit No. 96-2-00093-2.

PARCEL V: 02-07-01-1-0-3100-00

A tract of land in Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point on the South line of Second Street in the Town of Stevenson 160 feet North $89^{\circ} 06'$ West of the Point of intersection of the South line of said street with the West line of the Henry Shepard D.L.C.; thence South 259 feet; thence West 50 feet; thence South 18.6 feet; thence North $89^{\circ} 06'$ West 90

feet; thence North 25 feet; thence North $89^{\circ} 06'$ West 10 feet; thence North 142.6 feet; thence East 50 feet; thence North 110 feet to Second Street; thence South $89^{\circ} 06'$ East 100 feet to the Point of Beginning;

EXCEPT right of way for Primary State Highway No. 8;

AND EXCEPT that portion thereof lying Northerly of said Primary State Highway No. 8.

AND EXCEPT that portion taken by the State of Washington by Suit No. 96-2-00093-2.

PARCEL VI: 02-07-01-1-0-3200-00

All that portion of the following described real property lying on the Southerly side of State Highway No. 8 as the same is now located, established and constructed, to wit:

Commencing at a point on the South line of Second Street 60 feet West of the intersection of said street line with the West line of the Shepard Donation Land Claim in Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington; thence South 276 feet; thence West 100 feet; thence North 276 feet; thence East 100 feet.

EXCEPT that portion taken by the State of Washington by Suit No. 96-2-00093-2.

PARCEL VII: 02-07-01-1-0-3300-00

A tract of land in Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point on the West line of the Henry Shepard D.L.C.; 627.20 feet South of the intersection of said West line with the North line of said Section; thence Westerly a distance of 76 feet, more or less, on the arc of a 03° curve with a radius of 1,860 feet; thence South 203 feet; thence East 60 feet; thence North 251 feet, more or less, to the point of beginning.

EXCEPT that portion taken by the State of Washington by Suit No. 96-2-00093-2.

PARCEL VIII: 02-07-01-1-0-3400-00

Beginning at the Northeast corner of a 2 ½ acre tract of land heretofore deed by George Udell to A.L. Douglass, said deed being of record on Page 177, Book I of Deeds, records of Skamania County, Washington, reference to which deed is hereby made for description of the deed; thence running West 100 feet; thence South 213 feet to the railroad survey in a Northeasterly direction, to the Point of Intersection with the west line of Henry Shepard D.L.C., in Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington; thence North to the Place of Beginning.

EXCEPT that portion taken by the State of Washington by Suit No. 96-2-00093-2.

PARCEL IX: 02-07-01-1-1-4200-00

Commencing at the Southwesterly angle corner of that strip of land conveyed to the State of Washington by H. Seymour Hall by Deed dated October 26, 1937, and recorded at Page 494, Volume Z of Deeds, records of Skamania County, the said angle point being situated on the West line of the Shepard D.L.C., 30 feet distance Southerly measured at right angle from the center

line of State Highway No. 8 in Section 1, Township 2 North, Range 7 East of the Willamette Meridian; thence from said point South 34° 30' East a distance of 50 feet; thence North 55° 30' East a distance of 40 feet; thence North 34° 30' West a distance of 50 feet to the Southerly line of Second Street; thence Westerly along the Southerly line of Second Street and State Highway No. 8 to the point of beginning.

EXCEPT that portion conveyed to the State of Washington by instrument recorded in Book Z, Page 494.

ALSO EXCEPT that portion taken by the State of Washington by Suit No. 96-2-00093-2.

PARCEL X: 02-07-01-1-1-4280-00

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Commencing at the Southeast corner of that tract of land conveyed to Gust J. Melonas and Catharine G. Melonas by E. Seymour Hall, as described in deed recorded at Page 378, Book 28 of Deeds, records of Skamania County, Washington, the said point of beginning being at a point on the Westerly line of Seymour Street in the Town of Stevenson, which is 30 feet Southerly from the Northwest corner of First and Seymour Street; thence from said point of beginning in a Southerly direction along the West line of Seymour Street, a distance of 97.5 feet, to the Northeast corner of the Tract of land known as "Columbus Fields Acre", description of which is given in Deed from A. Fleichhaue to Portland and Seattle Railway Co., recorded in Book I of Deeds, Page 532; thence Westerly South 55°30' West along the North line of said Columbus Fields Acre, a distance of 209 feet to the Northwest corner of said acre; thence North 11 feet; thence West, a distance of 88.7 feet, more or less, to the West line of Shepard D.L.C.; thence North on said West line of Shepard D.L. C., a distance of 184.6 feet, more or less, to the Southwest corner of that tract of land deeded to Frank Rabenau and Amanda Rabenau by J.A. Michell and P.E. Michell, recorded in Book H of Deeds, Page 639; thence East, a distance of 207.5 feet, more or less, to the Point of Beginning.

EXCEPT that portion taken by the State of Washington by Suite No. 96-2-00093-2.

PARCEL XI: 02-07-01-1-1-4290-00

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point 30 feet Southerly of the Northwest corner of First and Seymour Streets in the Town of Stevenson on the West side of Seymour Street, thence West, a distance of 207.5 feet, more or less, to West line of the Shepard D.L.C.; thence North on said West line, a distance of 183 feet, more or less, to South Right of Way of Highway

No. 8, as described in instrument recorded in Book Z, Page 494, said point also being the Northwest corner of the parcel described in the instrument recorded in Book 34, Page 16; thence South $34^{\circ}30'$ East, a distance of 50 feet; thence North $55^{\circ}30'$ West, a distance of 40 feet; thence North $34^{\circ}30'$ West, a distance of 50 feet, more or less, to the said South Right of Way of Highway No. 8; thence Easterly along said Right of Way along a curve concave to the southeast having a radius of 1880.00 feet and a central angle of $0^{\circ}28'00''$ and being subtended by a chord which bears North $56^{\circ}37'16''$ East 15.31 feet, a distance of 15.31 feet; thence North $56^{\circ}48'18''$ East tangent to said curve, a distance of 15.76 feet, more or less, to the West line of Seymour Street; thence Southerly along the West line of Seymour Street, a distance of 266 feet, more or less, to the point of beginning.

EXCEPT that portion taken by the State of Washington by Suite No 96-2-00093-2.