



**When recorded return to:**

Michelle D. Da Rosa LLC  
205 SE Spokane Street, Suite 300  
Portland, OR 97204

Short Form  
**DEED OF TRUST**

THIS DEED OF TRUST, made this 27<sup>th</sup> day of May, 2022  
between

**RGA Carson LLC**, a Washington limited liability company,  
as GRANTOR(S),  
whose mailing address is  
1505 NE Village Street, Fairview, OR 97024-3825

and

**First American Title Insurance Company**  
as TRUSTEE,  
whose address is  
200 SW Market Street, Suite 250, Portland, OR 97201

and

**Liberty International, LLC**, a Washington limited liability company  
as BENEFICIARY,  
whose address is  
12800 Howell Prairie Rd. NE, Gervais, OR 97026-7706

Abbreviated Legal: (Required if full legal not inserted above.)

Certain portions of each of the NW, SW, NE, and SE Quarters of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, County of Skamania, State of Washington, as described further in **Exhibit A**, attached.

Tax Parcel Number(s):

Parcel I: 03-08-21-0-0-0200-0, 03-08-21-0-0-0200-04, & 03-08-21-0-0-0200-06

Parcel II: 03-08-21-0-0-0202-00

Parcel III: 03-08-21-0-0-0301-00 & 03-08-21-0-0-0301-04

Parcel IV: 03-08-21-0-0-0500-00 & 03-08-21-0-0-0500-04

Parcel V: 03-08-21-3-0-2500-0- & 03-08-21-3-0-2500-04

**Grantor(s)** hereby irrevocably grants, bargains, sells, and conveys to Trustee in trust, with power of sale, the property legal described in the attached **Exhibit A**, which is in **Skamania** County, Washington:

TOGETHER WITH all the tenements hereditaments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Form Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

THIS DEED OF TRUST IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor(s) incorporated by reference or contained herein and payment of the sum of **FIVE MILLION DOLLARS (\$5,000,000)** with interest thereon according to the terms of a promissory note made by ELDA Investments, LLC for a commercial loan dated March 30, 2022, the maturity date of which is **June 1, 2025**, payable to Beneficiary or order and made by Grantor(s); all renewals, modifications or extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon. This Deed of Trust secures the obligations and performance of the maker of the under the promissory note as well as the obligations of Grantor under this Deed of Trust.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 35 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor(s) hereby makes said covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust above referred to was recorded on the twenty-fifth (25th) day of July, 1968, in the Official Records of the offices of the County Auditors of the following counties in Washington in the book, and at the page designated after the name of each county, to-wit:

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S
Adams	2 of Record. Instr.	513-16	122987	Lewis	7 of Official Rec.	839-842	725562
Asotin	Microfilmed under Auditor's No.		101896	Lincoln	107 of Mortgages	776-779	316596
Benton	241 of Official Rec.	695A-C	592931	Mason	Reel 48	Frame 835-838	236038
Chelan	688 of Official Rec.	1682-1685	681844	Okanogan	121 of Mortgages	517-519A	560658
Clallam	315 of Official Rec.	195-198	383176	Pacific	213 of Official Rec.	649-652	55707
Clark	Aud. Microfilm No.	702859-702862	G-519253	Pend Oreille	27 of Mtgs.	8-11	126854
Columbia	49 of Deeds	198-201	F 3115	Pierce	1254 of Mtgs.	707-710	2250799
Cowlitz	747 of Official Rec.	234-237	675475	San Juan	28 of Mtgs.	459-462	69282
Douglas	125 of Mortgages	120-123	151893	Skagit	19 of Official Rec.	80-83	716277
Ferry	28 of Deeds	413-416	153150	Skamania	47 of Mtgs.	41-44	70197
Franklin	11 of Official Rec.	138-141	309636	Snohomish	233 of Official Rec.	540-543	2043549
Garfield	Microfilmed under Auditor's No.		13044	Spokane	14 of Official Rec.	1048-1051	376267C
Grant	44 of Rec. Doc.	373-376	538241	Stevens	109 of Mtgs.	394-397	390635
Grays Harbor	21 of General	31-34	207544	Thurston	454 of Official Rec.	731-734	785350
Island	181 of Official Rec.	710-713	211628	Waukiakum	17 of Mortgages	89-92	24732

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S
Jefferson	4 of Official Rec.	316-319	196853	Walla Walla	308 of Mtgs.	711-714	495721
King	5690 of Mtgs.	436-439	6382309	Whatcom	82 of Official Rec.	855-858	1047522
Kitsap	929 of Official Rec.	480-483	934770	Whitman	1 of Misc.	291-294	382282
Kittitas	111 of Mortgages	361-364	348693	Yakima	712 of Official Rec.	147-150	2170555
Klickitat	101 of Mortgages	107-110	131095				

A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor(s) acknowledges receipt of such Master Form Deed of Trust.

The undersigned Grantor(s) requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

See attached Addendum A for additional provisions.

WITNESS the hand(s) and seal(s) of the Grantor(s) on the day and year first above written.

**RGA Carson LLC**

**By: FL Management Corporation,** a Washington  
limited liability company, its Manager,



Name: Marcus Fullard-Leo

Its: President

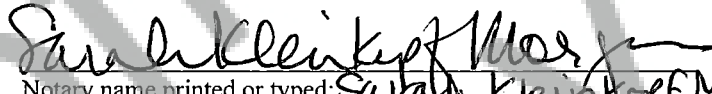
STATE OF WASHINGTON

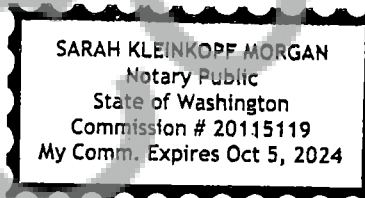
COUNTY OF CLARK

SS.

I certify that I know or have satisfactory evidence that Marcus Fullard-Leo  
(is/are) the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument and  
acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument..

Dated:

  
Notary name printed or typed: Sarah Kleinkopf Morgan  
Notary Public in and for the State of Washington  
Residing at Vancouver WA  
My appointment expires: 10/5/2024



**EXHIBIT A to**  
**Short Form**  
**DEED OF TRUST**

**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Skamania, State of Washington, and is described as follows:

**PARCEL I:** 03-08-21-0-0-0200-00, 03-08-21-0-0-0200-04 & 03-08-21-0-0-0200-06

THE EAST HALF OF THE SOUTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 21, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**EXCEPTING THEREFROM** THE FOLLOWING:

THAT PORTION CONVEYED TO PACIFIC NORTHWEST PIPELINE, BY INSTRUMENT RECORDED, MARCH 20, 1956, IN BOOK 41, PAGE 280, IN SKAMANIA COUNTY DEED RECORDS.

THAT PORTION CONVEYED TO SKAMANIA COUNTY, STATE OF WASHINGTON BY INSTRUMENT RECORDED JANUARY 4, 1980 IN BOOK 78, PAGE 294, IN SKAMANIA COUNTY DEED RECORDS, ALSO RECORDED NOVEMBER 4, 1988 IN BOOK 111, PAGE 779, IN SKAMANIA COUNTY DEED RECORDS.

LOT 1, OF THE RM HEGEWALD SHORT PLAT, RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 49, IN SKAMANIA COUNTY RECORDS.

THAT PORTION CONVEYED TO SKAMANIA COUNTY CEMETERY BY INSTRUMENT RECORDED AUGUST 9, 1984 IN BOOK 83, PAGE 794, IN SKAMANIA COUNTY DEED RECORDS.

**PARCEL II:** 03-08-21-0-0-0202-00

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

LOT 1, OF THE RM HEGEWALD SHORT PLAT, RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 49, IN SKAMANIA COUNTY RECORDS.

**PARCEL III:** 03-08-21-0-0-0301-00 & 03-08-21-0-0-0301-04

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON: THENCE NORTH 01° 05' 47" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF

1,249.67 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE NORTH 01° 05' 47" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 450.00 FEET; THENCE SOUTH 88° 30' 04" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 01° 05' 47" WEST, A DISTANCE OF 470.15 FEET; THENCE SOUTH 43° 42' 08" EAST, A DISTANCE OF 296.20 FEET; THENCE SOUTH 88° 30' 04" EAST A DISTANCE OF 369.36 FEET; THENCE NORTH 01° 30' 32" EAST, A DISTANCE OF 124.46 FEET; THENCE SOUTH 88° 30' 04" EAST, A DISTANCE OF 700.00 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTH 01° 30' 32" WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; A DISTANCE OF 1,145.23 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE NORTH 88° 30' 04" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; A DISTANCE OF 1,320.72 FEET TO THE POINT OF BEGINNING.

**EXCEPTING THEREFROM** THAT PORTION LYING WITHIN THE RIGHT OF WAY OF SHIPHERD SPRINGS ROAD.

**PARCEL IV:** 03-08-21-0-0-0500-00 & 03-08-21-0-0-0500-04

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**PARCEL V:** 03-08-21-3-0-2500-00 & 03-08-21-3-0-2500-04

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

**EXCEPTING THEREFROM** THAT PORTION PLATTED AS HOT SPRINGS SUBDIVISION.

**FURTHER EXCEPTING THEREFROM** THAT PORTION CONVEYED TO SKAMANIA COUNTY BY INSTRUMENT RECORDED JANUARY 28, 1983, IN BOOK 81, PAGE 935.

**ADDENDUM A**  
**TO**

**Short Form**  
**DEED OF TRUST**

- a. This Deed of Trust is granted, in part, to secure the obligations and performance of ELDA Investments LLC, a Hawaii limited liability company (the “**Maker**”) of that certain Promissory Note dated effective March 30, 2022, payable to Beutler Exchange Group, LLC, an Oregon limited liability company, as qualified intermediary for Grantor’s affiliate, Regal GA, LLC pursuant to Exchange No. 219926-SW (the “**1031 Exchange**”), in the principal amount of Five Million and no/100 Dollars (\$5,000,000) (the “**Note**”), as the same may be amended or assigned pursuant to the terms thereof. References in the body of this Deed of Trust to a note or promissory note are hereby deemed to refer to the Note. References in the body of this Deed of Trust to defaults or nonpayment by Grantor of the note or promissory note, are hereby deemed to refer to the Maker of the Note.
- b. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.
- c. All or any portion of the indebtedness owed Holder under the Note until Maker has repaid Holder the amounts due under the Note in full, and all indebtedness owed by Grantor under this Deed of Trust, are secured hereby.
- d. Any default by Maker of the Note following notice and cure pursuant to the terms thereof is also a default under this Deed of Trust. Default by Grantor under this Deed of Trust following notice and cure pursuant to the terms hereof, is also a default under the Note.