

Skamania County, WA
Total: \$313.50 Pgs=11

2024-000629

MODAG

05/28/2024 08:00 AM

Request of: STEWART TITLE GUARANTY - COMMERCIAL
eRecorded by: SERVICES SEATTLE

**Recordation Requested By and
When Recorded Mail To:**

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
Attn: Real Estate Division

**Insured by Stewart Title NCS
24000200208**

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

FIRST MODIFICATION TO DEED OF TRUST

Reference No. (if applicable): 2015001350

Grantor(s): Celilo Vineyard L.L.C., a Washington limited liability company

Grantee(s): Silicon Valley Bank, a division of First-Citizens Bank & Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)), Beneficiary
Clark County Title Company, Trustee

Legal Description: PTN of SECS 19 & 21 T3N R10EWM

Assessor's Tax Parcel ID:

03 10 19 0 0 0701 00
03 10 19 0 0 0701 03
03 10 21 1 0 1200 00
03 10 21 1 0 1300 00
03 10 21 2 0 0700 00
03 10 21 3 0 0101 00
03 10 21 2 0 0800 00
03 10 21 3 0 0200 00
03 10 21 3 0 0200 03
03 10 21 1 0 1100 00

THIS FIRST MODIFICATION TO DEED OF TRUST (this "Amendment") is made and executed as of MAY 24, 2024, by and among CELILO VINEYARD L.L.C., a Washington limited liability company ("Grantor" or "Borrower"), and SILICON VALLEY BANK, A DIVISION OF FIRST-CITIZENS BANK & TRUST COMPANY (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)) ("Bank"). Capitalized terms used but not defined herein will have the meanings given such terms in the Deed of Trust (defined below).

W I T N E S S E T H:

A. Bank made certain loans to Borrower pursuant to that certain Loan and Security Agreement dated as of July 2, 2015, as the same has been amended and modified from time to time (the "Existing Loan Agreement").

B. In connection with the Existing Loan Agreement, Borrower executed and delivered to Bank a Deed of Trust dated as of June 26, 2015, which was recorded on July 6, 2015, as Instrument Number 2015001350 of the Official Records of Skamania County, Washington (as it may be further amended, restated or otherwise modified from time to time, the "Deed of Trust"), which Deed of Trust encumbered the real property described in more detail in the Deed of Trust;

C. Concurrently with this Amendment, Borrower and Bank are executing that certain Amended and Restated Loan and Security Agreement dated as of the date hereof (the "A+R Loan Agreement") whereby, among such other amendments contained therein, Bank is making a new real estate loan to Borrower and Borrower is pledging certain real property commonly known as 11821 Cook-Underwood Road, Underwood, WA (the "Additional Property"), as additional collateral. The A+R Loan Agreement amends and restates the Existing Loan Agreement in its entirety; and

D. The parties hereto desire to execute this Amendment to amend the Deed of Trust (i) to provide that it continues to secure all of the obligations described in the A+R Loan Agreement and Deed of Trust as of the date hereof, (ii) to amend the legal description of the Real Property to incorporate the Additional Property, and (iii) in such other respects as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendments to Deed of Trust.

(a) Real Property. Exhibit A to the Deed of Trust is hereby replaced in its entirety with **Exhibit A** attached hereto. Accordingly, the Additional Property is incorporated in the definition of the "Real Property" described in the granting clause of the Deed of Trust and Grantor does hereby grant and convey the Additional Property to Trustee with power of sale and subject to each and all of the terms, provisions and conditions of the Deed of Trust, as modified by this Amendment.

(b) Loan Agreement. The definition of “Loan Agreement” contained in the Definitions section of the Deed of Trust is deleted in its entirety and replaced with the following:

Loan Agreement. The words “Loan Agreement” mean the Amended and Restated Loan and Security Agreement, dated on or about May 24, 2024, from Borrower to Lender, together with all renewals of, extensions of, modifications of, amendments of, refinancing of, consolidations of, and substitutions therefore, and all letters of credit and other loan or credit agreements between Borrower and Lender. The maximum principal balance of all loans described in the Loan Agreement is \$3,097,500.00. The latest maturity date of the loans described in the Loan Agreement is May 24, 2034. NOTICE TO GRANTOR: THE LOAN AGREEMENT CONTAINS A VARIABLE INTEREST RATE.

(c) Additional Amendments to Deed of Trust.

(i) Wherever the term “**Beneficiary**” or “**Lender**” appears in the Deed of Trust, it shall be deemed to refer to the Silicon Valley Bank, a division of First-Citizens Bank & Trust Company;

(ii) Wherever the term “**Loan Agreement**” appears in the Deed of Trust, it shall be deemed to refer to the Loan Agreement, as amended hereby;

(iii) Wherever the term “**Deed of Trust**” appears in the Deed of Trust, it shall be deemed to refer to the Deed of Trust, as amended hereby;

(iv) Wherever the term “**Real Property**” appears in the Deed of Trust, it shall be deemed to refer to the Real Property, as amended hereby; and

(v) Wherever the term “**Related Documents**” appears in the Deed of Trust, it shall be deemed to refer to such respective documents, as amended by and restated by the A+R Loan Agreement or the documents and agreements executed and delivered in connection therewith.

2. No Other Modifications to Deed of Trust. The amendments set forth in Section 1 above and the other modifications set forth in this Amendment will be limited precisely as written and not be deemed (a) to be an amendment, consent or waiver of any other term or condition of the Deed of Trust or the other Related Documents; (b) to prejudice any right or remedy which Bank may now have or may have in the future under or in connection with the Deed of Trust or the other Related Documents (after giving effect to this Amendment); or (c) to be a consent to any future amendment, consent or waiver or departure from the terms and conditions of the Deed of Trust or the other Related Documents.

3. Continuing Validity. Nothing in this Amendment will constitute a satisfaction of the Obligations. It is the intention of Bank to retain as liable parties all makers and endorsers of the Loan Agreement and Obligations, including accommodation parties, unless a party is expressly released by Bank in writing. Any maker or endorser, including accommodation makers, will not

be released by virtue of this Amendment. This waiver applies not only to any initial modification, but also to all such subsequent actions. **Borrower affirms that there are no defenses against any obligations secured by the Deed of Trust. Borrower affirms is has no defenses against any obligations to pay the indebtedness described in the Deed of Trust.** This Amendment, together with all of the other loan documents and any other Related Document executed in connection with the loan documents constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements and negotiations.

4. PRIOR TO SIGNING THIS AGREEMENT, BORROWER ACKNOWLEDGES AND AGREES THAT IT HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AMENDMENT. BORROWER AGREES TO THE TERMS OF THIS AMENDMENT AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS AMENDMENT.

5. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned have caused this Amendment to be executed as of the date first above written.

GRANTOR / BORROWER

CELILO VINEYARD L.L.C.,
a Washington limited liability company

By: Investco L.L.C.,
a Washington limited liability company
Its manager

By: 
Name: Cheryl R. Sjolseth
Title: CFO

BANK

SILICON VALLEY BANK, A DIVISION
OF FIRST-CITIZENS BANK & TRUST
COMPANY (successor by purchase to the
Federal Deposit Insurance Corporation as
Receiver for Silicon Valley Bridge Bank,
N.A. (as successor to Silicon Valley Bank))

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned have caused this Amendment to be executed as of the date first above written.


GRANTOR / BORROWER

CELILO VINEYARD L.L.C.,
a Washington limited liability company

By: _____
Name:
Title:

BANK

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OF FIRST-CITIZENS BANK & TRUST
COMPANY (successor by purchase to the
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N.A. (as successor to Silicon Valley Bank))

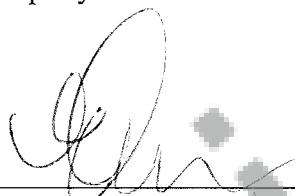
By: 
Name: Reece Szymanowski
Title: Vice President

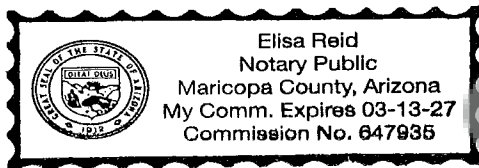
State of Arizona

County of Maricopa

I certify that I know or have satisfactory evidence that Cheryl R. Sjolseth is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the CFO of Investco L.L.C., Manager of CELILO VINEYARD L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/10/24


Notary Public for Maricopa County, AZ
My Commission Expires: 03/13/27



STATE OF Oregon)
County of Multnomah) ss

On this 22nd day of May, 2024, before me, the undersigned Notary Public, personally appeared Reece Szymanski, Vice President of Silicon Valley Bank, a division of First-Citizens Bank & Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)) (the "Bank"), personally known to me or proved to me on the basis of satisfactory evidence to be an authorized agent of the Bank and that he/she executed this Amendment and acknowledged this Amendment to be the free and voluntary act and deed of the Bank, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute this Amendment and in fact executed this Amendment on behalf of the Bank.



OFFICIAL STAMP
STEPHANIE C SANTAGUIDA
NOTARY PUBLIC-OREGON
COMMISSION NO. 1010731
MY COMMISSION EXPIRES MARCH 30, 2025

[Signature]
Notary Public for Oregon

EXHIBIT A

LEGAL DESCRIPTION

PARCEL I

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON.

ALSO THAT PORTION OF LOTS 1 AND 2 OF THE CREGO SHORT PLAT WITHIN A PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°37'43" WEST 2.0 FEET ALONG THE SOUTH LINE TO THE SOUTHERLY EXTENSION OF THE NORTH-SOUTH FENCELINE; THENCE ON A AVERAGE BEARING OF NORTH 0°11'23" WEST 345.24 FEET TO THE NORTH EDGE OF SAID LOT 2; THENCE NORTH 89°37'43" EAST 8.5 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, WHICH POINT IS ON THE EAST EDGE OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE SOUTH 0°53'20" WEST 345.32 FEET TO THE POINT OF BEGINNING.

ALSO THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°37'43" WEST 2.0 FEET ALONG THE SOUTH LINE TO THE SOUTHERLY EXTENSION OF A NORTH-SOUTH FENCELINE; THENCE ON A AVERAGE BEARING OF NORTH 0°11'23" WEST 345.23 FEET; THENCE ON AN AVERAGE BEARING OF NORTH 0°17'47" WEST 1015.73 FEET; THENCE ON AN AVERAGE BEARING NORTH 0°16'19" WEST, EXTENDED, 1296.26 FEET TO A POINT ON A LINE PARALLEL WITH AND 66 FEET SOUTH OF THE NORTH EDGE OF THE WEST HALF OF THE SOUTHEAST QUARTER; THENCE SOUTH 87°38'05" EAST 55.79 FEET ALONG SAID LINE TO THE EDGE OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE SOUTH 87°38'05" EAST 55.79 FEET ALONG SAID LINE TO THE EDGE OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE SOUTH 0°53'20" WEST 2655.22 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING NORTHERLY OF KOLLOCK-KNAPP ROAD.

ALSO EXCEPT ANY PORTION LYING WITHIN THE RIGHT OF WAY OF KOLLOCK-KNAPP ROAD AND COOK UNDERWOOD ROAD.

PARCEL II

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN.

EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE FOLLOWING OLD FENCE SOUTH 660 FEET; THENCE FOLLOWING OLD FENCE WEST 515.6 FEET; THENCE NORTH 660 FEET; THENCE EAST 515.6 FEET TO THE POINT OF BEGINNING.

PARCEL III

ALL THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, LYING NORTHWESTERLY OF THE COUNTY ROAD KNOWN AND DESIGNATED AS THE UNDERWOOD-WILLARD HIGHWAY.

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID HIGHWAY WITH THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21, SAID POINT BEING 568.98 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 21, THENCE FOLLOWING THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 21 WEST 280 FEET; THENCE SOUTH 185 FEET, MORE OR LESS, TO A POINT NORTH 100 FEET FROM THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID UNDERWOOD-WILLARD HIGHWAY; THENCE WEST 200 FEET; THENCE SOUTH 225 FEET, MORE OR LESS, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID HIGHWAY; THENCE IN A NORTHWESTERLY DIRECTION FOLLOWING THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID HIGHWAY TO THE POINT OF BEGINNING.

PARCEL IV

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, AND ALL THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING NORTHERLY OF THE COUNTY ROAD KNOWN AND DESIGNATED AS THE UNDERWOOD-WILLARD HIGHWAY IN SECTION 21, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN.

EXCEPT THE NORTH 660 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND EXCEPT A TRACT OF LAND CONVEYED TO FRED W. FRASER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21 MARKED WITH A RAILROAD IRON; THENCE SOUTH 660 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE SOUTH 1,167.96 FEET TO THE NORTHERLY LINE OF UNDERWOOD-WILLARD HIGHWAY; THENCE FOLLOWING THE SAID HIGHWAY NORTH 70°13' EAST 106.7 FEET; THENCE NORTH 66°24' EAST 118.2 FEET; THENCE NORTH 12°55' EAST 43.0 FEET; THENCE NORTH 22°29' WEST 52.8 FEET; THENCE NORTH 51°11' EAST 160.9 FEET; THENCE NORTH 895.6 FEET; THENCE SOUTH 89°38' WEST 323.41 FEET TO THE INITIAL POINT.

PARCEL V

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER.

ALSO A TRACT OF LAND SITUATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND IN THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21 MARKED WITH A RAILROAD IRON; THENCE SOUTH 660 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE SOUTH 1,167.96 FEET TO THE NORTHERLY LINE OF THE COUNTY ROAD KNOWN AND DESIGNATED AS THE UNDERWOOD-WILLARD HIGHWAY; THENCE FOLLOWING THE SAID HIGHWAY NORTH 70°13' EAST 106.7 FEET; THENCE NORTH 66°24' EAST 118.2 FEET; THENCE NORTH 12°55' EAST 43.0 FEET; THENCE NORTH 22°29' WEST 52.8 FEET; THENCE NORTH 51°11' EAST 160.9 FEET; THENCE NORTH 895.6 FEET; THENCE SOUTH 89°38' WEST 323.41 FEET TO THE INITIAL POINT.

EXCEPT THE NORTH 558 FEET THEREOF.

ALSO EXCEPT THAT PORTION THEREOF LYING SOUTHERLY OR WITHIN THE COUNTY ROAD KNOWN AND DESIGNATED AS THE UNDERWOOD-WILLARD HIGHWAY, IN SECTION 21, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN.

ALSO EXCEPT ANY PORTION LYING WITHIN THE RIGHT OF WAY OF WESS ROAD.

PARCEL VI

A PORTION OF THE NORTH HALF OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE FOLLOWING OLD FENCE SOUTH 660 FEET; THENCE FOLLOWING OLD FENCE WEST 515.6 FEET; THENCE NORTH 660 FEET; THENCE EAST 515.60 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO ROY OSTROSKI ET AL, INSTRUMENT RECORDED IN BOOK 155, PAGE 871, SKAMANIA COUNTY RECORDS.

Situated in the County of Clark, State of Washington.