

107910

BOOK 116 PAGE 1

SK-15358
96-000106

ASSIGNMENT OF LEASE

AGREEMENT made this 13th day of September, 1989 between V. COLLEEN BENNETT, hereinafter referred to as "Bennett" and DON C. COLLINS and JOYCE L. COLLINS, husband and wife, hereinafter referred to as "Collins".

RECITALS

WHEREAS, Water Front Recreation, Inc. leased the property described in Exhibit "A" from the State of Washington which lease was restated February 26, 1986 as set out in Exhibit "A", and

WHEREAS, on November 24, 1975, Water Front leased the property described in Exhibit "B" to Raymond J. Kaser pursuant to the terms of a lease attached hereto and labeled Exhibit "B", and

WHEREAS, on September 29, 1977 Raymond J. Kaser assigned his interest in the property described in Exhibit "C" to Darrel Resleff and Glenda M. Resleff pursuant to the terms of an assignment of lease attached hereto and labeled Exhibit "C", and

WHEREAS, on February 11, 1980, Darrel Resleff and Glenda M. Resleff assigned their interest in the property described in Exhibit "D" to Wallace A. Bennett and V. Colleen Bennett, husband and wife, by a quitclaim deed attached hereto and labeled Exhibit "D", and

WHEREAS, Bennett desires to assign and Collins desires to assume all rights, duties, liabilities and covenants contained in the lease described in Exhibit "B", in consideration of Collins' promise to pay TWENTY-THREE THOUSAND FIVE HUNDRED

13020
REAL ESTATE EXCISE TAX

ASSIGNMENT OF LEASE - 1

SEP 22 1989

PAID See Excise 13019

Wilma X. Cornwall
SKAMANIA COUNTY TREASURER

Exempted P
Exempted P
9-29-89

LAW OFFICES OF
Landerholm, Memovich,
Lansverk & Whitesides, Inc., P.S.
Broadway at Evergreen, Suite 400
P.O. Box 1066
Vancouver, Washington 98666
(206) 696-3312

Glenda J. Kimmel, Skamania County Assessor
By 96-000106 Parcel # 96-000106
9-22-89

AND NO/100 DOLLARS (\$23,500.00) as evidenced by a promissory note of even date herewith which note is secured by a deed of trust and security agreement also of even date, the parties agree as follows:

1. Bennett hereby assigns and transfers to Collins all rights, interest, duties, liabilities and all covenants of lessee contained in the lease for the demised premises attached hereto and labeled Exhibit "B" for the balance of the lease term provided in said lease.

2. Bennett warrants that she is in compliance with all terms of the lease described in Exhibit "B" and that as of the date of this Assignment no default exists on the part of Bennett, however, Collins agrees to assume the dues payment set forth in the lease due as of September 1, 1989.

3. Collins agrees to perform and comply with all of the provisions in said lease which are to be performed by the lessee by the terms of said lease and, in addition, assumes all rights, interest, duties, liabilities and covenants of the lessee thereunder, including but not limited to the duty to comply with the terms of the lease set forth in Exhibit "A" and Collins hereby takes this assignment subject to those terms. Collins will indemnify and hold Bennett harmless from all damages caused by any breach of the terms of the assigned lease or the lease in Exhibit "A".

4. If this assignment of lease is referred to an attorney for realization, Collins agrees to pay Bennett's attorney's fees, including fees incurred with or without legal suit. In the event litigation arises out of this assignment of lease, the losing party agrees to pay the prevailing party's attorney's fee, together with all costs and expenses incurred in

ASSIGNMENT OF LEASE - 2

LAW OFFICES OF
Landerholm, Memovich,
Lansverk & Whitesides, Inc., P.S.
Broadway at Evergreen, Suite 400
P.O. Box 1066
Vancouver, Washington 98666
(206) 696-3312

BOOK 116 PAGE 3

connection with such action, including the cost of searching records to determine the condition of title.

IN WITNESS WHEREOF, the parties have executed this agreement to assign at Vancouver, Washington the day and year first above written.

FILE TO RECORD
SKIPPED WASH
BY SKAMAWA CO. TITLE

SEP 22 3 09 PM '89

P. Lowry
GARY M. OLSON

V. Colleen Bennett
V. COLLEEN BENNETT

Don C. Collins
DON C. COLLINS

Joyce L. Collins
JOYCE L. COLLINS

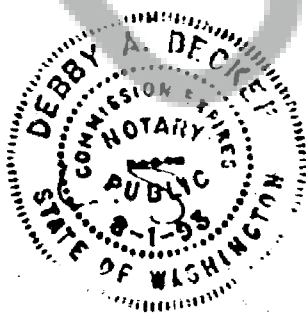
STATE OF WASHINGTON)

County of Clark)

) ss.

I certify that I know or have satisfactory evidence that V. COLLEEN BENNETT is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: September 15, 1989



Debby A. Decker
Notary Public in and for the
State of Washington, residing
at Vancouver.

My appointment expires: 8/1/93

ASSIGNMENT OF LEASE - 3

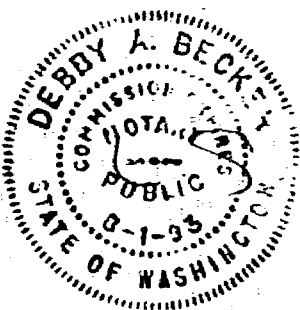
LAW OFFICES OF
Landholm, Memovich,
Lansverk & Whitesides, Inc., P.S.
Broadway at Evergreen, Suite 400
P.O. Box 1086
Vancouver, Washington 98666
(206) 886-3312

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STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that DON C. COLLINS and JOYCE L. COLLINS, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: September 13, 1989




Notary Public in and for the
State of Washington, residing
at Vancouver.
My appointment expires: 8-1-93

ASSIGNMENT OF LEASE - 4

LAW OFFICES OF
Landerholm, Memovich,
Lansverk & Whitesides, Inc., P.S.
Broadway at Evergreen, Suite 400
P.O. Box 1066
Vancouver, Washington 98665
(206) 696-3312

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WATER FRONT RECREATION, INC., a Washington corporation, hereby consents to the assignment and transfer of the lease, including all terms and conditions thereof, to COLLINS.

WATER FRONT RECREATION, INC.

By: Donna Thompson
Title: Secretary

California
STATE OF ~~WASHINGTON~~)
County of ~~Clark~~ San Diego) ss.

I certify that I know or have satisfactory evidence that Donna Thompson is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Secretary of WATER FRONT RECREATION, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: Sept. 19, 1989.



Leslie M. Russell
Notary Public in and for the
State of Washington, residing
at Vancouver.
My appointment expires: 9/22/92

ASSIGNMENT OF LEASE - 5

LAW OFFICES OF
Landerholm, Memovich,
Lansverk & Whitesides, Inc., P.S.
Broadway at Evergreen, Suite 400
P.O. Box 1066
Vancouver, Washington 98666
(206) 696-3312

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BRIAN J. BOTLE, Commissioner of Public Lands
Olympia, Washington 98504

Northwoods General

Lease No. 58985

THIS RESTATED LEASE supersedes the original Lease No. 58985, dated August 11, 1970 and all subsequent amendments thereto (dated February 10, 1972; September 17, 1975; and August 30, 1977) and is entered into pursuant to the terms of the North Woods Settlement Agreement dated May 24, 1984. The STATE OF WASHINGTON, acting by and through the Department of Natural Resources, (hereinafter called the State) and WATER FRONT RECREATION, INC., a Washington Corporation, (hereinafter called the Lessee): The State leases to the Lessee the following described school land in Skamania County, Washington, on the terms and conditions stated herein, to wit:

Government Lots 4 and 8, Section 26, Township 7 North, Range 6 East, W.M., having an area of 88.40 acres, more or less.

Subject, however, to an easement for right of way for access road acquired by the United States of America, United States Forest Service.

SECTION 1 OCCUPANCY

1.01 Term. This lease originally commenced on June 1, 1970 and shall extend to May 31, 2069.

1.02 Renewal. The Lessee shall have the right to the extent provided by law, to apply for a re-lease of the site.

SECTION 2 USE OF SITE

2.01 Permitted Use. The site shall only be used for the purposes stated in the Lessee's bid, unless the Lessee first obtains written permission from the State to amend the development plan to use the site for other purposes.

SECTION 3 RENTAL

3.01 Rental. The Lessee shall pay to the State at the Department of Natural Resources, Olympia, Washington 98504 annually in advance \$15,680.00 commencing September 15, 1985. The State acknowledges that Lessee has paid all rents due for the use of the premises until September 15, 1985 except for those sums which may be calculated or become due pursuant to Sections 3.3 and 21 of the North Woods Settlement Agreement (dated May 24, 1984).

3.015 Annual Rental Adjustment. The State agrees not to charge rent otherwise due under Sections 3.01, 3.02, and 3.03 for the time overnight use of the property is denied by Government action based upon another actual or potential eruption of Mount St. Helens (after May 18, 1982) when such overnight use is prevented for at least thirty (30) consecutive days. Any such rental reduction shall be calculated on a prorated basis (i.e.: number of days access denied divided by 365).

RECORDED
OCT 22 2 24 PM '86
BY WILLIAM M. GIBBS

OCT 22 2 24 PM '86
J. S. W. Co.
GARY H. D. TON

-1-

REAL ESTATE EXCISE TAX
OCT 22 1986

PAID A/1
SKAMANIA COUNTY TREASURER

PAID	\$
IN	\$
TO	\$
DATE	

Exhibit
Page

A

3.01 Reappraisal. On June 1, 1980, and at intervals of not less than ten years thereafter for the period of June 1, 1980 to June 1, 2024, a new annual rental will be established. The new rental will be the Fair Market Rental Value of the leased land, exclusive of the Lessee's improvements, as determined by the State's appraiser. In determining Fair Market Rental Value the appraiser will consider any tax benefits afforded the land and improvements accruing to the Lessee by reason of leasing State land in comparison to leasing privately owned land, and adjust the rental to eliminate any tax advantage. The land shall be appraised within six months of a rental adjustment period, provided that in the event such reappraisals should be cause for an increase in the annual rental, such increase shall not be greater than 40% of the annual rental as established for the preceding ten year rental period. However, in no event will the adjusted annual rental be less than \$11,200.00.

The annual rental payable in advance September 15, 2025 and each succeeding year thereafter to the end of the lease term under Section 3.01 shall be based upon the full Fair Market Rental Value of the leased land, exclusive of any improvement of the Lessee or Sub-lessees. Such full Fair Market Rental Value shall be determined by the State's appraiser and shall be binding unless disputed by the Lessee. The annual rental shall be adjusted as of June 1, 2025 and at five year intervals thereafter. There shall be no limitation (40% or otherwise) upon any increase or decrease in rent needed to achieve full Fair Market Rental Value of the leased lands as compared to any prior annual rental.

In the event that agreement cannot be reached between the State and the Lessee on the Fair Market Rental Value of the land, each valuation shall be submitted to arbitration. The arbitration shall be as follows: One arbitrator to be selected by the Lessee and his expenses shall be borne by the Lessee; one arbitrator selected by the State and his expenses shall be borne by the State; these arbitrators so selected shall mutually select a third arbitrator and his expenses shall be shared equally by the Lessee and the State. The majority decision of these arbitrators shall be binding on both parties. Provided that in the event of arbitration, the Lessee shall pay, in advance, the amount established for the preceding year's rental; and, if additional rental is required as a result of arbitration, such money shall be due and payable within ten days after arbitration. If a refund should be due, it shall be returned by the State within ten days after arbitration.

3.03 Percentage Rental From Sublessees. In addition to the annual rental, the Lessee will pay to the State an additional rental an amount equal to 10% of the gross receipts from sublessees and 5% of the gross receipts from concessions. Any increase in a sublease rental which results from the reappraisal provided herein, as noted in Section 3.02, will not be considered in determining the additional rental based on the 10% of gross receipts from the sublessee.

3.04 Definition of Gross Receipts From Concession. "Gross receipts" shall mean the amount paid or payable for all goods, wares, merchandise, personal property, and services by the Lessee or others, including credit transactions. Where goods, wares, merchandise, personal property, and services are exchanged or bartered, gross receipts shall mean the reasonable value thereof. Sales or services rendered by the Lessee or others directly or indirectly from any other premises because of orders originating in or arising out of business transacted on the leased premises are included. Amounts not collected on credit sales are included. State business and occupation taxes on any activity or business operated on the premises and State sales taxes are excluded. Notwithstanding the foregoing, gross receipts exclude, among other things, profits, commissions and rents on the building, sale or leasing of cabins.

3.05 Yearly Payments. Payments of percentage rent shall commence on September 15, 1978 and be made annually thereafter (except for percentage rents for prior periods calculated pursuant to Section 5.3 of the North Woods Settlement Agreement dated May 24, 1984). Delinquent percentage rental shall draw interest at the rate of 12 per month. Payment shall be made to the State at the Department of Natural Resources, Olympia, Washington 98501.

3.06 Records. The Lessee shall install and maintain at a location reasonably accessible to the State an accounting system wherein appear clear, complete, and detailed records of all business of every kind and character affecting gross receipts, whether by the Lessee or others. The State shall at all reasonable times have access to any and all of the Lessee's books, records, files and State and Federal tax and contribution returns of all kinds for the purpose of examining and copying them. Examination and copying shall only be utilized for the purpose of determining whether or not the Lessee has performed this lease in all respects. In order to assure accurate percentage payments that are based on concession receipts, Lessee shall provide:

1. Quarterly, a copy of the Stores, State Department of Revenue Combined Excise Tax Return - Form REV. 40-2406 (6-76).
2. Available for immediate audit:
 - A. Daily Cash Register and/or receipt book records to confirm gross revenue
 - B. Federal Income Tax returns
 - C. Sales Tax Statements
 - D. S & O Tax Statements

3.07 Reports. The Lessee shall render yearly reports of gross receipts at the time yearly payments of percentage rent are due. The reports shall show in reasonable detail as the State shall specify, the amount of gross receipts during the preceding year.

3.08 Audits. The Lessee shall provide once each year, without expense to the State, an audit report certified by an accountant satisfactory to the State showing sales and other income credits affecting gross receipts and components thereof.

SECTION 4 RESERVATIONS

4.01 Compliance. The State shall have access to the site at all reasonable times for the purpose of securing compliance with the terms and conditions of this lease.

4.02 Access. The State reserves the right to grant easements and other land uses on the site to itself and others when the easement or other land uses applied for will not unduly interfere with the use to which the Lessee is putting the site or interfere unduly with the plan of development for the site. No easement or other land uses shall be granted until damages to the leasehold shall first have been ascertained by the State and paid to the Lessee by the applicant for the easement or other land use.

4.03 Restrictions on Use. In connection with use of the site the Lessee shall:

- (1) Conform to all public authority concerning planning, zoning and other requirements which may affect the leased site in the same manner as if the land was leased from a private owner;
- (2) Cut no State timber or remove State-owned valuable material without prior written consent of the State. The Lessee must pay to the State the Fair Market Value of the timber or valuable material, as determined by the State, before cutting timber or removal authorization is granted;
- (3) Take all reasonable precautions to protect the land and improvements on the leased site from fire, make every reasonable effort to report and suppress such fires as may affect the leased site, and shall be subject to applicable fire laws affecting the leased site;
- (4) Not allow debris or refuse to accumulate on the leased site.

SECTION 5 REQUIREMENTS

5.01 Assignment and Sublease. This lease or any portion thereof may not be assigned nor may the lands held hereunder be sublet without the written consent of the State, except as specified in the original or amended plan of development.

5.02 Duty. The Lessee, at his sole cost and expense, shall at all times keep or cause all improvements, including landscaping, installed pursuant to this lease (regardless of ownership) to be kept in as good condition and repair as originally constructed or as hereafter put, except for reasonable wear and tear. The State, or any authorized agency shall have the legal right to inspect the premises and improvements thereon. The Lessee shall carry, or he shall require his Sub-lessees to carry by a responsible company or companies satisfactory to the State, a sufficient amount of fire and casualty insurance to cover the replacement cost of any or all improvements that may be damaged by fire or other casualty. Such insurance policy or policies, excepting those for single-family residential subleases, are to be endorsed and delivered to the State with provisions for thirty (30) days notice of cancellation to the State. Such insurance policies for single-family residential subleases shall be carried by responsible companies satisfactory to the State. The policies shall be endorsed and delivered to Lessee with provisions for thirty (30) days notice of cancellation.

The Lessee shall supply evidence satisfactory to the State of insurance on single-family residential subleases. Once the initial evidence has been delivered to the State, the Lessee is not required to supply evidence of insurance on an annual basis, provided, however, the State reserves the right to call for proof of satisfactory insurance at any time. In the event of fire or casualty damage to any or all of the improvements, the paid insurance benefits shall be used to immediately replace said improvements in a manner subject to reasonable approval by the State, or at the option of the Lessee, the proceeds from such insurance may be paid to the State in lieu of replacing said improvements.

5.03 Condition of Site and Liability. The site has been inspected by the Lessee and is accepted in its present condition. The Lessee agrees to defend and hold the State harmless from any and all claims suffered or alleged to be suffered on the site or arising out of operations on the site. Prior to starting developmental work on the site, the Lessee shall procure and thereafter, during the term of the lease, shall continue to carry public liability and property damage insurance, with a financially responsible company, in the amount of not less than \$500,000.00 for injury to one person, \$1,000,000.00 for injury to two or more persons, and \$100,000.00 for damage to property. The amount of insurance required may hereafter be increased or decreased, at the option of the State, at the time the rental is reappraised pursuant to Section 3.02. Certificates evidencing such insurance and bearing endorsements requiring thirty (30) days' written notice to the State prior to any change or cancellation shall be furnished to the State before the Lessee commences any developmental work on the site.

5.04 Liquidated Damages. The Lessee hereby agrees that liquidated damages equal to the annual rental then in effect shall be paid to the State should the Lessee fail to complete the plan of development or should Lessee default on the rental payment or elect to forfeit his rights under this lease. A surety bond equal to the amount of required liquidated damages must be supplied to the State within thirty days after the lease is executed and remain in force until the expiration of the lease or such time as the State shall release, in writing, the Lessee from this obligation. Said bond to be supplemented according to any rental adjustment within 30 days of such adjustment.

5.05 Improvement Bond. Before commencement of construction by Lessee of any improvement costing in excess of \$1,500.00 on the leased site, Lessee agrees to provide security which will guarantee completion of the improvement, and payment in full of claims of all persons for work performed in or materials furnished for construction. Lessee may provide said security by either:

A. Posting a surety bond in an amount equal to the cost of each improvement, said bond to be deposited with the State and to remain in effect until the improvement is satisfactorily completed. Said bond shall be conditioned upon the faithful performance of Lessee, and give all claimants the right of action to recover upon said bond in any suit brought to foreclose mechanic's or materialmen's liens against the site;

B. Any other method first approved in writing by the State.

5.06 Assessments. The Lessee shall pay the annual payments on all assessments and taxes that are legally charged now or may be charged in the future to the State land or the improvements thereon.

5.07 Default. If any rent shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default in any of the covenants and agreements herein contained, then the State may cancel this lease, provided the Lessee has been notified of the rental due, the violation or the default, 60 days prior to said cancellation and said violation, default or nonpayment has not been cured by Lessee within 60 days.

5.08 Insolvency of Lessee. If the Lessee becomes insolvent, the State may cancel, at its option, the lease unless the lease has been used as collateral with the State's consent. If the Lessee should default in payment to the lending agency, the State, in request by the lender shall assign the lease to the lending agency who may, thereafter, either operate the leased site or, with the approval of the State, assign the lease.

5.09 Status of Sublease. Termination of this lease, by cancellation or otherwise, prior to the lease termination date, shall not serve to cancel approved subleases, nor derogate from the rights of the lienholders of record, but shall operate as an assignment to the State of any and all such subleases, together with the unrestricted right of the State to receive all sublease payments therein provided for from the date of said assignment. Upon termination of this lease, by cancellation or otherwise, prior to the termination date of said lease, the Lessee shall have no claim to sublease payments and/or sublease improvement values herein contained.

SECTION 6 MISCELLANEOUS

6.01 No Partnership. The State is not a partner nor a joint venturer with the Lessee in connection with business carried on under this lease and shall have no obligation with respect to the Lessee's debts or other liabilities.

6.02 Warranty. The State warrants that it is the owner of the leased site and has the right to lease it free of all encumbrances except those set out under the description of the leased premises.

6.03 Non-Waiver. Waiver by either party of strict performance of any provisions of this lease shall not be a waiver of nor prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

6.04 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover costs including such sum as the court may adjudge reasonable as attorney fees.

6.05 Succession. Subject to the limitations as stated in Sections 5 - 5.01 and 5 - 5.06, on transfer of the Lessee's interest, this lease shall be binding upon and inure to the portion, their respective successors and assigns.

6.06 Notice. Any notice required or permitted under this lease shall be given when actually deposited in the United States mail as certified mail addressed as follows: To the State: Department of Natural Resources, Olympia, Washington 98504. To the Lessee: At the address given by the Lessee in the signature block or as specified in writing by the Lessee.

6.07 State's Right to Cure Defaults. If the Lessee is in default by failure to perform any covenant(s) of this lease, the State shall have the option to correct the default or cancel the lease after sixty (60) days' written notice to the Lessee. All of the State's expenditures to correct the default shall be reimbursed by the Lessee on demand with interest at the rate of 8% per annum from the date of expenditure by the State. The written notice shall have no effect if the Lessee cures the default specified in the notice during the 60 day period. Provided that, if the default is injurious to the public health or safety, the State may, in the absence of an indicated attempt by the Lessee to cure the default, immediately enter upon the site and cure said default. Any expense so incurred by the State shall be charged against the Lessee and be payable by the Lessee within 30 days after the receipt of the billings for said expense.

6.08 Lease Recording. Within 30 days after receipt of this lease, a notification of leasing is to be recorded by the Lessee with the Shamsia County Auditor's office located in Stevenson, Washington.

6.09 Reservoir Level. The Lessee or Sublessee, if any, acknowledge by signing this lease that Pacific Power and Light Company has the right to fluctuate the waters of Swift Reservoir at any time within the provisions of Federal Power Commission License No. 2111. The Lessee or Sublessee, if any, shall waive all claims of damage and shall indemnify Pacific Power and Light Company, the State or their successors, if any, against any claim of damage arising from recreational use of the reservoir or shoreline or floating facilities.

SECTION 7 OPERATION OF SITE

7.01 Operational Uses and Responsibilities. In conjunction with the operation of the site, the following uses shall be allowed:

(1) Subleasing of buildings and/or facilities located on the site as indicated in original or amended plan of development;

(2) Construction, improvements, operation, repair, etc., made or performed under the lease shall be at the sole cost of the Lessee or Sublessee. The Lessee or his Sublessee shall furnish all utilities and shall obtain all Federal, State and local permits and licenses necessary to perform the terms, conditions and covenants of this lease.

SECTION 8 IMPROVEMENTS

8.01 Unauthorized Improvements. All improvements not included in the original or amended plan of development made on or to the site without the written consent of the State shall immediately become the property of the State.

8.02 Severance of Improvements not on State Land. If any of the Lessee's improvements utilize, in addition to State land, lands adjoining State land but not owned by the State, the State shall have at the expiration, termination, or the surrender of the leasehold to enter upon the adjoining land to physically sever at the boundary, without liability for damage as result thereof, the improvements; thereafter, to use the severed improvements remaining on State land for any purpose.

8.03 Ownership of Improvements. All buildings and improvements, including removable personal property and trade fixtures on the lease site will remain on said site after termination or expiration of this lease or any renewal thereof and shall thereupon become the property of the State; except as provided in 8.04, provided, however, that as a condition of any re-leasing of the subject property to any other party and during the three year period following the expiration of this lease or any renewal thereof, the State shall require the subsequent Lessee to purchase the Lessee's interest in the improvements as allowed by law, and provided further that the written consent of the State is required for those Lessee owned improvements having an individual value in excess of \$10,000.00 and placed on or to the site after January 1, 1990. Such consent may provide that the improvements shall become the property of the State on a specific date following the expiration of this lease. At the expiration of this lease or any renewal thereof the State shall make a reasonable effort to re-lease the site.

8.04 Ownership of Sublessee Improvements. All buildings and improvements, including removable personal property and trade fixtures on the leased site erected by Sublessees will remain on said site after expiration of this lease or termination prior to the term of this lease of any sublease held by the State under the provisions of Section 5.09; provided, however, upon the expiration of the lease, if the State is unsuccessful in re-leasing the leased site as a unit, then each Sublessee shall have a preferential right as allowed by law to re-lease from the State its subleased area; provided, further, upon the termination or expiration of this lease or a sublease assigned under Section 5.09 that as a condition of any re-lease of the leased site or subleased site to any other party made during the three year period following the State shall require the subsequent Lessee to purchase the Sublessee's interest in the improvements as allowed by law. Expiration, as used in this paragraph, shall mean the expiration of the lease as of May 31, 2069.

The Lessee expressly agrees to all covenants herein and binds himself for the payment of the rental hereinbefore specified.

Signed this 26th day of February, 1986.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

[Signature]
Commissioner of Public Lands

Signed this 3rd day of FEBRUARY, 1986.

WATER FRONT RECREATION, INC.

By *[Signature]*
Robert T. Curry, President Title

By *[Signature]*
Secretary Title

2293 Verano Street
San Diego, California 92154

[Signature]
p. No. 58985
091152

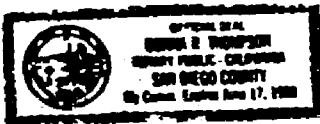
CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 3rd day of February, 1986, before me
personally appeared ROBERT T. CURRY

to me known to be the President
of the corporation that executed the within and foregoing instrument, and acknowledged
said instrument to be the free and voluntary act and deed of said corporation, for the
uses and purposes therein mentioned, and on oath stated that (he/she was) (X) (they were)
authorized to execute said instrument and that the seal affixed is the corporate seal
of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year first above written.



Donna R. Thompson
Notary Public in and for the State of
California residing at _____

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BOOK 103 PAGE 28

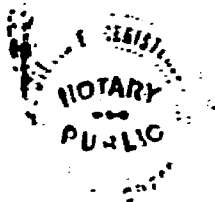
CORPORATE ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF WASHINGTON) ss

On this 18TH day of FEBRUARY, 1986, before me
personally appeared BARBARA MOED

to me known to be the SECRETARY
of the corporation that executed the within and foregoing instrument, and acknowledged
said instrument to be the free and voluntary act and deed of said corporation, for the
uses and purposes therein mentioned, and on oath stated that (he/she was) (they were)
authorized to execute said instrument and that the seal affixed is the corporate seal
of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year first above written.



[Signature]
Notary Public in and for the State of
OREGON residing at _____
MY COMMISSION EXPIRES 11-6-88

App. No. 50905

Exhibit A
Page 9

85143

BOOK - PAGE 115

SL-10691

CABIN SITE LEASE

Z-404

WATER FRONT RECREATION, INC., a Washington corporation, hereinafter called Lessor, in

consideration of the rents to be paid and covenants to be performed by Paymond S. Kacev

hereinafter called Lessee, leases to Lessee the following described cabin site on the terms and conditions stated herein

Cabin site number 105 of the North Woods as shown in red on Exhibit "A" attached hereto (lot dimensions being approximately) being part of Government Lots 4 and 5, Section 26, Township 7 North, Range 6 East, W.M., Shumate County, Washington.

SUBJECT, however to an easement for right of way for access road acquired by the United States of America, United States Forest Service

SECTION 1. OCCUPANCY

1.01 Term. This Lease is granted for the period beginning 11-24, 1975, and terminating on June 1, 2026, unless sooner terminated as hereinafter provided

1.02 Master Lease. Lessee holds the above-described premises under a lease, hereinafter referred to as the "master lease," dated August 11, 1970, from the State of Washington, acting by and through the Department of Natural Resources.

1.03 Master Lease Incorporated. The master lease is on file with Lessee and is available for inspection. Lessee's rights hereunder are subject to all the terms, provisions, exceptions and reservations set forth in said master lease (as to which Lessee is a sub-tenant) and incorporated herein by reference, without limit to the foregoing an easement for right of way for an access road acquired by the United States of America, United States Forest Service and the right of the State of Washington to acquire the premises at reasonable times.

SECTION 2. RENTAL

2.01 Base Rental. As rental for each lease year, the Lessee shall pay the sum of Three Hundred Twenty Five Dollars \$325.00. Rent shall be paid in advance on the first day of September in each year, hereinafter referred to as the "anniversary date." All payments shall be made to Lessor at SEATTLE, WASHINGTON or at such other place at which the Lessor may notify the Lessee in writing. Rent for the fraction of any lease year shall be pro-rated. The lease year shall be from September 1 through the succeeding August.

2.02 Rent Adjustments. Lessor may, as of any anniversary date, increase the annual rental as follows: (a) Under the master lease, Lessor's rental to the State of Washington may be increased on June 1, 1980, and at intervals of not less than ten (10) years thereafter. Lessor may increase Lessee's rental hereunder at such times as Lessor's rental under the master lease is increased. The amount of such increase shall be the amount of the increase in Lessor's rental under the master lease divided by the total annual rental of the Lessee at the time of the increase. Annual rental as used herein shall mean the total rental the Lessee is required to pay to Lessor for the year immediately preceding the year of the increase. The aforesaid formula is illustrated as follows:

Lessee's share of increase	=	increase under master lease to Lessor	×	Lessee's annual rental / Total annual rental of area
----------------------------	---	---------------------------------------	---	--

(b) In addition to the increase permitted under subparagraph (a) above, Lessor may, as of any anniversary date, increase the annual rental hereunder on account of taxes and assessments against said real property in an amount which together with prior increases on account of taxes and assessments shall not exceed the total of the amount by which taxes and assessments on the land covered by the master lease-increase each year for 1970 divided by the number of unimproved cabin sites on said anniversary date.

(c) Finally, every ten years beginning September 1, 1980, the annual rental shall, at the option of the Lessor, be adjusted to reflect the percent of increase from September 1, 1970 in the Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor, that is, the annual rental each year for the succeeding ten years shall be increased in accordance with the annual rental as set forth herein by the same percentage as the increase in said Consumer Price Index differs from said index for September 1, 1970.

SECTION 3. LESSOR'S COVENANTS

3.01 Covenants. In order to preserve the natural beauty of the North Woods, to provide for the control of structures erected thereon, improvements to be made thereon, and for the purpose of extending to the residents thereof the greatest possible peace, privacy, health, comfort, safety, and preservation of property values, Lessor does hereby certify and declare that with the sole exception of lot 10, which is the North Woods Sales Office, the following covenants, conditions, requirements, agreements and restrictions shall become and are hereby made a part of all leases of cabin sites within the site of the North Woods, in the same as set forth on the map survey recorded in the office of the County Auditor of Shumate County, Washington.

3.02 Boat Dock. Lessor shall construct a boat dock for the common use of residents of the North Woods in the event construction of said boat dock is not completed by September 1, 1977. It is hereby agreed that in lieu of such construction, Lessor shall contribute \$5,000.00 to the North Woods Association, hereinafter described in paragraph 5.03, for construction of such dock.

SECTION 4. USE OF SITE

4.01 Permitted Use. The cabin site shall be used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on the cabin site other than one detached single family dwelling and buildings incidental to residential use, and the cabin site shall not be further subdivided into building lots.

4.02 Condition of Site. The premises hereby leased have been inspected by Lessor and are accepted in their present condition.

4.03 Vehicles. No vehicles shall be parked in roadways. Vehicles shall not be operated carelessly or in excess of posted speeds. No vehicle shall be operated at any time without a muffler in good working order. Excessive motor noise or idling engines are forbidden.

4.04 Maintenance. All lots shall at all times be kept in a clean, orderly, and wholesome condition and no trash, garbage, litter, junk, boxes, containers, bottles, cans, machinery, equipment, lumber, or other building materials shall be permitted to be or remain exposed on any lot and visible from any street or adjoining or nearby premises.

4.05 Signs. No signs of any kind shall be displayed to the public view on any lot in the tract except one professional sign, of not more than 10 inches by 24 inches in size, advertising the property for sale or rent, and except signs used by a builder or developer to advertise the property during the construction and sales period.

4.06 Nuisance. No nuisance or offensive trade or activity shall be carried on or upon any lot in the tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the area.

PAGE ONE - CABIN SITE LEASE

Exhibit
PageB
1

BOOK 116 PAGE 15

CABIN SITE LEASE continued

BOOK 5 PAGE 116

SECTION 2. IMPROVEMENTS continued

4.07 Antennas. No antenna, broadcast, or postery of any kind shall be raised, fixed, or kept on any lot, except that radio, cable, or other household uses may be kept, but not for any commercial purpose. Household poles shall not be allowed to become an eyesore or nuisance to the neighborhood.

4.08 Incineration. Because of unpleasant odors and unsightliness, no individual incinerator will be permitted on any lot.

4.09 Pits and Pileups. Incinerator fireplaces, stoves, or other type burners must be fireproofed by use of approved means. All fires must be extinguished before leaving cabin. No fires shall be lit or maintained outside of any cabin.

4.10 Firearms and Fireworks. Discharging firearms, fireworks, rockets or any other fireworks within the North Woods area shall be prohibited.

4.11 Commercial Use. No plotted lot shall be used for any commercial purpose except that a Lessee may rent his cabin from time to time, and in such case shall be responsible that his tenants abide by these covenants.

4.12 Motorbikes. No motorcycle or motorcycle riding of any nature shall be allowed except for legal and legal.

4.13 Fire Extinguisher. One fire extinguisher (minimum two quart capacity) must be kept in every cabin.

4.14 Trailers and Tents. No tent, house trailer or mobile home, whether the same be on wheels or not, shall be permitted on any lot except during the period of cabin construction and for guests over a certain period.

4.15 Solicitation. There shall be no solicitation or distribution of handouts or execution of any lot without the written consent of Lessor.

4.16 Moss Bins. One moss bin shall be installed on outside wall of each cabin for the protection of and before completion of the cabin.

SECTION 3. IMPROVEMENTS

5.01 Plans Approval. No building shall be erected, placed or altered on the cabin site until the construction plans showing the location of the structure have been approved by the Lessor in conformity with the development, quality of workmanship and materials, harmony of external design and color with existing structures, and in its location with respect to topography and finish grade elevation. Such approval shall be in writing.

5.02 Building Materials. All building construction shall be of log or wood frame. The frame shall be constructed of solid wood materials. All roofs shall be of wood shingles or shakes or of a comparable composition - color to be approved prior to application by the Lessor or such person or persons designated by Lessor.

5.03 Completion. Cabins must be completed from all outward appearance within one year from the time such construction is started. Cabin construction must be started within three years from the date of the signing of Cabin Site Lease.

5.04 Tree Removal. The Lessor of each cabin site may remove from said site all trees, shrubs, and foliage necessary to prepare the property for building subject to the following conditions:

As required by the State of Washington in the master lease, any tree whose diameter is over 8" at chest height must be marked by Lessor for Lessor's inspection. Lessor will then notify the Washington State Department of Natural Resources and request their standard appraisal of value. Lessor will then pay Lessor for the value of the tree before removal. Any additional clearing beyond that necessary for the construction of improvements shall be prohibited. The intent is to remove as few trees as possible in the process and that the community remain natural and rustic.

5.05 Lot Markers. Lessor will use all reasonable care to make certain that the lot markers as established by Lessor, are not moved or destroyed.

5.06 Improvements Other Than On Cabin Site. No improvements of any kind shall be constructed or placed upon any area covered by the master lease without Lessor's prior written consent.

5.07 Ownership of Improvements. The master lease provides as follows:

"5.04 Ownership of Sub-lease Improvements. All buildings and improvements including reasonable personal property and trade fixtures on the cabin site, North Woods, shall be owned by Sub-lessee (Lessor herein) and remain on said site after expiration of this lease. Master lease, or termination prior to the term of this lease (master lease) of any sub-lease, this lease, shall be the State under the provisions of paragraph 5.08 provided, however, upon the expiration of the lease (master lease), if the State is unsuccessful in re-leasing the property to North Woods, as a unit, then each sub-lease (Lessor herein) shall have a preferential right as shown by law to re-lease from the State its sub-leased area provided further upon the termination or expiration of this lease (master lease) or a sub-lease (this lease), assigned under paragraph 5.09 that as a condition of any release of the leased site or sub-leased site to any other party made during the three year period following the State shall require the subsequent Lessor to purchase the Sub-lessee's (Lessor herein) interest in the improvements as provided by law. Expiration as used in this paragraph, shall mean the expiration of the lease as of May 31, 2025."

The parties hereto agree that the terms and conditions of the above quoted paragraph shall be applicable provided:

(a) That Lessor is not in default under any of the terms and conditions of this lease; and

(b) That Lessor's lease expires May 31, 2025. In the event of earlier expiration of this lease, all buildings and improvements located upon the premises shall be the property of Lessor.

The parties hereto further agree that the benefits of paragraph 5.04 of the master lease shall be enforceable solely against the State of Washington.

5.08 Taxes and Assessments. The Lessor shall pay in annual payments all taxes and assessments that are now charged or may become chargeable against the improvements placed upon the cabin site, now or in the future, even surviving with the taxes that burdening said and people etc. The date hereof, all before such taxes and assessments become past due.

5.09 North Woods Association. The lands in the plot and certain other common areas shall be held in the name of The North Woods Association, a non-profit association, of which the Lessor of lots in the plot shall be members. Said Association shall be responsible for the maintenance and repair of roads, the water supply system including but not limited to water systems serving the cabins on the premises, docks and common areas and improvements thereon; all such, as well as other community functions which may be given it by its members. The owners (Lessor of lots in the plot) shall be required to pay dues of not less than one and one-half dollars (\$1.50) per month and assessments to said Association for their reasonable share of the costs of the functions and dues of the Association. Said dues shall commence on the date 60 lots are leased. It is understood and agreed that Lessor shall and it is hereby delegated to North Woods Association and its successors and assigns of the North Woods Association until 60 lots in the North Woods are leased. At that time Lessor shall call a meeting of all Lessees for the purpose of forming said Association.

SPRINT 1999 - CABIN SITE LEASE

Exhibit
Page

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2

P.O. BOX 111
SEAVERTON, MI 49784

SECTION 6. UTILITIES

6.01 **Design.** Individual sewage disposal systems installed by Lessee must be designed, located, and constructed in accordance with the legal regulations, laws and ordinances of Blaine County and the State of Washington.

6.02 **Restrictions.** Lessee reserves to itself and to its successors and assigns easements in, under, and along all roads and other easement areas in the past for any utilities whether presently installed or not. In addition, an easement is reserved to an area five (5) feet by ten (10) feet in one corner of each lot (to be selected by Lessee) adjoining the road, for electric transformer vault and/or telephone and power service pedestals if any. And the easement of the lease as to each individual lot shall be subject to the right to cross over or under the area along the lot lines, with utility lines if such may be necessary in the development of this subdivision or adjoining subdivisions.

6.03 **Water.** Each cabin site has or will be furnished water at or near the lot line. Each lessee agrees to receive water from the water system supplying the North Wood and further agrees to pay Lessor \$225.00 for the right to connect to said system.

6.04 **Maintenance.** The lessee shall bear the responsibility and expense of furnishing, installing, back filling, and maintaining each underground trench or other digging upon each cabin site which is necessary for any utility connections or facilities to serve such cabin site.

SECTION 7. MISCELLANEOUS

7.01 **Lessee's Duties.** Lessee agrees to comply strictly with the Lessor's rules and regulations and all applicable Federal, State, County, and Municipal laws, rules and regulations relating to all activities contemplated under this lease, including but not limited to, use of public or private roads, parking, fire and prevention of fire, public health, and pollution of streams or lakes, and to assume all obligations thereby imposed upon the Lessor. Lessor may inspect the cabin site and cabin at any time to determine compliance with the terms of this lease.

7.02 **Indemnification.** Lessee hereby agrees to assume all risk of, and indemnify and hold harmless, and all the Lessor's expenses, defend the Lessor from and against, any claims, loss, cost, legal actions, liability or expense or account of personal injury to or death of any persons whatsoever, including but not limited to employees of the Lessor, or damage to or destruction of property to whatsoever belonging, including but not limited to property of the Lessor, which might result from Lessee's activities on the leased premises. The Lessee further agrees to indemnify and hold harmless the Lessor from any loss, cost, suit or expense resulting from Lessee's failure to comply with any of the provisions of any applicable laws, rules or regulations.

7.03 **Insurance.** Lessee shall obtain fire, casualty and liability insurance as follows:

(a) Fire and casualty insurance in a sufficient amount to cover the replacement cost of any or all improvements made upon the leased premises. Such insurance shall be carried by a responsible company or companies satisfactory to Lessor and the policy or policies shall be endorsed and delivered to Lessor with provision for thirty (30) days' notice of cancellation to Lessor.

(b) Liability and property insurance insuring Lessor and Lessee against all liability for damages to persons or property caused by the maintenance, use or occupancy of the leased premises or by reason of the conduct of any activity carried on thereon. Such insurance shall be carried by a responsible company or companies satisfactory to Lessor in amount at least than the following limits, namely:

- (1) Bodily injury to or death of any one person, \$5,000.00.
- (2) Bodily injury or death resulting from any one accident to two or more persons, \$10,000.00 and
- (3) Property damage, \$1,000.00.

Lessee shall deliver to Lessor certificates and receipts evidencing said policies of insurance and further provide with the company or companies for thirty (30) days' notice of cancellation to Lessor.

7.04 **Assignment.** Without the prior written consent of Lessor, Lessee shall not assign this lease or any interest therein, or sublet, or assign, or administrator, receiver, trustee in bankruptcy or other assignee by operation of law shall assign or sublease without such written consent.

7.05 **Waiver.** Any waiver by the Lessor of any provisions hereof must be in writing, and any of the covenants, conditions, restrictions, or the lease may be amended, waived, changed, or modified with respect to all or any portion of said property by Lessor at any time.

7.06 **Attorneys' Fees.** In the event any action, suit, proceeding or appeal therefrom is brought to collect the rent due or to become due hereunder, or any portion thereof, or to get possession of said premises, or to enforce compliance with the lease, or for failure to observe any of the covenants of this lease, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees to be allowed in said suit, action, proceeding or appeal, therefrom in addition to such other relief granted by the Court.

7.07 **Condemnation.** The parties hereto shall receive any sums or damages paid or awarded by reason of any taking, condemnation or expropriation during the existence of this lease as their interests therein shall then or hereafter, or not by litigation, by any authority, person or corporation, whether public or private, of any title to or interest in all or any part of the premises.

7.08 **Reservoir Land.** The Lessee acknowledges by signing this lease that Pacific Power and Light Company has the right to purchase the waters of South Reservoir at any time within the provisions of Forest Practice Commission License No. 2111 or its successor. The Lessee shall waive all claims, damages and shall indemnify, Pacific Power and Light Company, the State of Washington, Lessor or their successors, if any, against any claim of damage arising from destruction in reservoir level or impairment of recreational use of the reservoir or shoreline or floating facilities.

7.09 **Validity of Provisions.** The determination of any Court that any provisions of this lease are unlawful or void shall not affect the validity of any other provision hereof.

7.10 **Enforcement of Restrictions.** Without in any way limiting the rights of Lessor, if the parties upon whom the provisions hereof are binding, or any of them, shall violate or attempt to violate any of the restrictions, covenants, conditions or agreements hereof, the Lessor or any owner of land in the tract, shall have the right to compel performance of or compliance with the provisions hereof, to abate and remove, at the expense of the offending lessee or owners of the property any structures or encroachments in violation of the provisions hereof, to recover damages for any such violation or attempted violation of the provisions hereof and to prosecute any proceedings at law or in equity in furtherance of the aforesaid operation in any Court having jurisdiction of such cases.

7.11 **Restrictions on Land.** All of the restrictions, conditions, covenants, agreements and restrictions shall run with the land and shall be binding on the lessee of all property covered hereby and all parties and persons claiming under them and on all property within the tract.

7.12 **Assignment.** Without limiting Lessor's right to sell or assign this lease or land, Lessor may assign this lease to a corporation, and if said corporation assumes the obligations of Lessor hereunder, Lessor shall thereby be released of and released from any and all obligations under this lease.

performance of
each subject part
of the Lease. Lessor
and the Lessee shall
execute a deed of
conveyance to the Lessor
within 60 days of the
date of the Lease.

12.01
The State of Washington
Shall not be bound by
any agreement or contract
made by the Lessor
which is in violation of
the laws of the State of
Washington or the laws
of the United States.

12.02
The Lessor shall not be
bound by any agreement or
contract made by the Lessor
which is in violation of
the laws of the State of
Washington or the laws
of the United States.

12.03
The Lessor shall not be
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bound by any agreement or
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which is in violation of
the laws of the State of
Washington or the laws
of the United States.

12.05
The Lessor shall not be
bound by any agreement or
contract made by the Lessor
which is in violation of
the laws of the State of
Washington or the laws
of the United States.

I have hereby signed
this document as the
Lessor of the property
described herein.
Oregon Secretary of State
Notary



BOOK 116 PAGE 18

CABIN SITE LEASE continued

BOOK 5 PAGE 141

SECTION 8 TERMINATION

8.01 Default and Notice. If any default shall be made on the part of the Lessee in the observance or performance of any of the terms, covenants, agreements, or provisions of this lease by him to be observed or performed and such default continues for sixty (60) days after written notice, the lessor may, at its option, immediately terminate this lease, forfeit Lessee's interest therein, and forthwith exclude the Lessee from the premises and from all rights hereunder, but the Lessee shall nevertheless be liable to the Lessor for all liabilities incurred hereunder prior to such termination. Waiver of any default hereunder shall not constitute a waiver of any subsequent default. Service of any notice provided for herein by the Lessor may be made by depositing such notice in the United States mails addressed to the Lessee at

13601 NW Milburn Portland, Oreg

8.02 Master Lease Termination. It is expressly understood that Lessor has leased the premises from the State of Washington for a period ending June 1, 2025. The master lease provides that in the event it is terminated for any reason whatsoever, prior to the lease termination date, such termination shall operate as an assignment to the State of Washington of this lease together with the unrestricted right of the State to receive payment of the rents herein provided from the use of said assignment.

8.03 Failure to Provide Property Report. Lessee shall have the option to void this lease if he does not receive a property report prepared pursuant to the rules and regulations of the U.S. Department of Housing and Urban Development, in advance of, or at the time of, his signing the lease, and Lessee shall have the right to revoke this lease within 48 hours after signing the lease if he did not receive the property report at least 48 hours before signing the lease. However, this option to void the lease shall not apply where Lessee has received the property report and indicated the lot or lots to be leased in advance of signing the lease and acknowledged by his signature that he has made such investigation and has read and understands such report.

Lessee shall have the option to void this lease if he does not receive a property report prepared pursuant to rules and regulations of the Oregon Subdivision Control Law ORS 92.710 - 92.990 in advance of his signing this lease.

Each and every provision of this lease shall bind and shall inure to the benefit of the respective heirs, representatives, successors and assigns of the parties. In the event Lessee is more than one person, the liability of all persons hereunder shall be joint and several.

8.04 Easements. As shown on the plat of "The North Woods", 20 feet easement is reserved to the Lessor and its assigns on the water front portions of Lots 16, 17, 18, 19, 20, 21, 22, and 23 for purposes of existing and future boat docks. Said easements shall not prevent lessors of the above lots from resubdividing their own lots with the understanding such subdivisions do not interfere with the built-up traffic pattern of the community dock system.

Five foot easements are reserved to the Lessor and its assigns on the southern boundary of Lot 10 and the northern boundary of Lot 11 for access to the water front. Said access to water is by means of a path or paths reserved to the Lessor by Lessor that additional boat docks are needed to serve "The North Woods" community.

IN WITNESS WHEREOF the parties have executed this lease and certificate on the 24th day of

Nov 25

WATERFRONT RECREATION, INC.

By: R. J. Barry
President

By: Sandy Robertson
Secretary

Raymond J. Barry LESSOR
LESSOR

I hereby acknowledge that prior to the signing of this lease, I feel have received, read and understood the PROPERTY REPORT prepared pursuant to the rules and regulations of the U.S. Department of Housing and Urban Development, and the PROPERTY REPORT prepared pursuant to rules and regulations of the Oregon Subdivision Control Law ORS 92.710 - 92.990. I feel also acknowledge that I feel have properly the lot to be leased.



Raymond J. Barry LESSEE
LESSEE

WJ - 10598
3. 3. 6

ASSIGNMENT OF LIAISON

For valuable consideration, Raymond Kaur
Darrel Beiliff
 hereby assign to myself
and CLARENCE M. RESLEY, husband and wife, all of their right, title and interest
 in and to a lease, as follows:

3. The lands being assigned is between Water Front Recreation, Inc., lessor, and Raymond K. Kahl, lessee, dated Nov 24 1965 concerning said site 105 of the North Side, part of Government Lots 4 and 6, Section 26, Township 7 North, Range 6 East of the Willamette Meridian, Clatsop County, Washington.

2. Assignees agree to fully perform all of the conditions of the license and to save assignors therefrom.

Raymond Kone

STATE OF S. E. G. 100.
County of ...

On this day personally appeared to me _____
 _____ to me to be the legal owner of the _____
 and she executed the title and transfer instrument. _____
 that she signed the same as _____ free will and for the _____
 her purpose therein stated.

under my hand and official seal this 11th day of



BOOK PAGE

Consent, the undersigned, being the authorized representative of the holder of the Tenant's Interest in this lease, pursuant to Section 7.06 thereof, consents to this assignment.

Dated: 9/27, 1947

WHEAT FROST RECEIPT, INC.

By _____

Assignee acknowledges receipt of a copy of the Subsequent Public Report No. _____ of the State of _____, _____, Real Estate Division, relevant to _____ (applicable) Notice and Disclosure by Office of _____, Registration, U. S. Department of Housing and Urban Development, Lease Addendum.

Assignee does hereby so accept the _____ and agrees to perform all the _____ of the said lease.

STATE OF Washington
COUNTY OF Clark ss.

On this day personally appeared _____
Gleno W. Kooloff, Secretary and Treasurer
and who executed the within and foregoing instrument, and
that they signed the same as _____ voluntary and
for purposes therein mentioned.

WITNES under my hand and official seal this _____ day of _____, 1947.

Notary Public in and for the
State of Washington
Residing at Seattle
My commission expires _____

Exhibit
Page 2

WI-294

80313

THIS DOCUMENT CONTAINS
THROUGHOUT

PAGE 306

...if of

Abstract

**PIONEER NATIONAL
TITLE INSURANCE**

A THREE CONCEPT

Filed for Record at Request of

AFTER RECEIVING MAIL TO:

Rainbow Properties

11015 N.E. 4th Plain

Vancouver, Wash. 98662

DECLARATION OF THE DEFENDANT
I HEREBY CERTIFY THAT THE ABOVE
INSTRUMENT WAS NOT SO FILED BY
Raymond B. Teller
AS Attorney, OR
AT 1st Nat. Bk. Bldg. N.Y.C.
THIS BECAUSE IN DOING
AS Attorney, I AM Not
A Member OF THE Bar OF THE State
of New York
at New York

NAME: [REDACTED]
 STREET: [REDACTED]
 CITY: [REDACTED]
 STATE: [REDACTED]
 ZIP: [REDACTED]

Quit Claim Deed

Page 192

THE CLINTONS DARREL L. RESLEFF AND GLENDA M. RESLEFF, husband and wife

for and in consideration of Release of assignment of lease

convey and quit claim to **WALLACE A. BENNETT AND V. COLLEEN BENNETT, husband and wife**

the following described real estate, situated in the County of Skamania

State of Washington including any interest therein which grows or accrues thereon.

Cabin Site No. 105 of the Northwoods, it being a part of Government Lots 4 and 8, Section 26, Township 7 North, Range 6 East of the Willamette Meridian, in Shastana County, Washington.



Case No. **Eleventh**

6
of February, 1900

90313

STATE OF MONTANA, }
County of Clark }

Genl. F. Smith 200
 John M. Smith 100

On this day personally appeared before me Darrell L. Resloff and Glenda M. Resloff as so known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



11th day of February, 1960
James H. Hill

Laurel Y. Galt
 Deputy Public and for the State of Oregon
 County of Vancouver

Exhibit

Pano

D

107910

BOOK 116 PAGE 1

SK-15358
96-000106

ASSIGNMENT OF LEASE

AGREEMENT made this 13th day of September, 1989 between V. COLLEEN BENNETT, hereinafter referred to as "Bennett" and DON C. COLLINS and JOYCE L. COLLINS, husband and wife, hereinafter referred to as "Collins".

RECITALS

WHEREAS, Water Front Recreation, Inc. leased the property described in Exhibit "A" from the State of Washington which lease was restated February 26, 1986 as set out in Exhibit "A", and

WHEREAS, on November 24, 1975, Water Front leased the property described in Exhibit "B" to Raymond J. Kaser pursuant to the terms of a lease attached hereto and labeled Exhibit "B", and

WHEREAS, on September 29, 1977 Raymond J. Kaser assigned his interest in the property described in Exhibit "C" to Darrel Resleff and Glenda M. Resleff pursuant to the terms of an assignment of lease attached hereto and labeled Exhibit "C", and

WHEREAS, on February 11, 1980, Darrel Resleff and Glenda M. Resleff assigned their interest in the property described in Exhibit "D" to Wallace A. Bennett and V. Colleen Bennett, husband and wife, by a quitclaim deed attached hereto and labeled Exhibit "D", and

WHEREAS, Bennett desires to assign and Collins desires to assume all rights, duties, liabilities and covenants contained in the lease described in Exhibit "B", in consideration of Collins' promise to pay TWENTY-THREE THOUSAND FIVE HUNDRED

RECORDERS NOTE: FORIONS OF
THIS DOCUMENT FOR QUALITY
FOR FILMING

ASSIGNMENT OF LEASE - 1

13020
REAL ESTATE EXCISE TAX

SEP 22 1989

PAID See Excise 13019

Wilma G. Cornwall

RECEIVED
IF
42989
10-5-89

LAW OFFICES OF
Landerholm, Menovich,
Lansverk & Whitesides, Inc., P.S.
Broadway at Evergreen, Suite 400
P.O. Box 1088
Vancouver, Washington 98666
(206) 696-3312

Glenda J. Kimmel, Skamania County Assessor
By JLP Parcel # 96-000106
9-22-89

107910

BOOK 116 PAGE 1

SK-15358
96-000105

ASSIGNMENT OF LEASE

AGREEMENT made this 13th day of September, 1989 between V. COLLEEN BENNETT, hereinafter referred to as "Bennett" and DON C. COLLINS and JOYCE L. COLLINS, husband and wife, hereinafter referred to as "Collins".

RECITALS

WHEREAS, Water Front Recreation, Inc. leased the property described in Exhibit "A" from the State of Washington which lease was restated February 26, 1986 as set out in Exhibit "A", and

WHEREAS, on November 24, 1975, Water Front leased the property described in Exhibit "B" to Raymond J. Kaser pursuant to the terms of a lease attached hereto and labeled Exhibit "B", and

WHEREAS, on September 29, 1977 Raymond J. Kaser assigned his interest in the property described in Exhibit "C" to Darrel Resleff and Glenda M. Resleff pursuant to the terms of an assignment of lease attached hereto and labeled Exhibit "C", and

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WHEREAS, Bennett desires to assign and Collins desires to assume all rights, duties, liabilities and covenants contained in the lease described in Exhibit "B", in consideration of Collins' promise to pay TWENTY-THREE THOUSAND FIVE HUNDRED

RECORDER'S NOTE: PORTIONS OF
THIS DOCUMENT POOR QUALITY
FOR FILING
ASSIGNMENT OF LEASE - 1

13020
REAL ESTATE EXCISE TAX

SEP 22 1989

PAID See Excise 13019

Wilma G. Cornwall

For filing p
if p
42989
10-5-89

LAW OFFICES OF
Landerholm, Memovich,
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P.O. Box 1088
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Glenda J. Kimmel, Skamania County Assessor
By 118 Parcel # 96-000105
9-22-89