

CABIN SITE LEASE

THIS AGREEMENT is made this 1st day of September, 1970, between the undersigned parties:

1. Lessor: L. E. & M. J. BARNES

2. Lessee: [Name obscured]

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6.01 A
except on any day of
the day of the week
6.02 B
6.03 C
of any other person. All
any cabin.
6.04 D
6.05 E
6.06 F
6.07 G
6.08 H
6.09 I
6.10 J
6.11 K
6.12 L
6.13 M
6.14 N
6.15 O
6.16 P
6.17 Q
6.18 R
6.19 S
6.20 T
6.21 U
6.22 V
6.23 W
6.24 X
6.25 Y
6.26 Z
6.27 AA
6.28 AB
6.29 AC
6.30 AD
6.31 AE
6.32 AF
6.33 AG
6.34 AH
6.35 AI
6.36 AJ
6.37 AK
6.38 AL
6.39 AM
6.40 AN
6.41 AO
6.42 AP
6.43 AQ
6.44 AR
6.45 AS
6.46 AT
6.47 AU
6.48 AV
6.49 AW
6.50 AX
6.51 AY
6.52 AZ
6.53 BA
6.54 BB
6.55 BC
6.56 BD
6.57 BE
6.58 BF
6.59 BG
6.60 BH
6.61 BI
6.62 BJ
6.63 BK
6.64 BL
6.65 BM
6.66 BN
6.67 BO
6.68 BP
6.69 BQ
6.70 BR
6.71 BS
6.72 BT
6.73 BU
6.74 BV
6.75 BW
6.76 BX
6.77 BY
6.78 BZ
6.79 CA
6.80 CB
6.81 CC
6.82 CD
6.83 CE
6.84 CF
6.85 CG
6.86 CH
6.87 CI
6.88 CJ
6.89 CK
6.90 CL
6.91 CM
6.92 CN
6.93 CO
6.94 CP
6.95 CQ
6.96 CR
6.97 CS
6.98 CT
6.99 CU
6.100 CV
6.101 CW
6.102 CX
6.103 CY
6.104 CZ
6.105 DA
6.106 DB
6.107 DC
6.108 DD
6.109 DE
6.110 DF
6.111 DG
6.112 DH
6.113 DI
6.114 DJ
6.115 DK
6.116 DL
6.117 DM
6.118 DN
6.119 DO
6.120 DP
6.121 DQ
6.122 DR
6.123 DS
6.124 DT
6.125 DU
6.126 DV
6.127 DW
6.128 DX
6.129 DY
6.130 DZ
6.131 EA
6.132 EB
6.133 EC
6.134 ED
6.135 EE
6.136 EF
6.137 EG
6.138 EH
6.139 EI
6.140 EJ
6.141 EK
6.142 EL
6.143 EM
6.144 EN
6.145 EO
6.146 EP
6.147 EQ
6.148 ER
6.149 ES
6.150 ET
6.151 EU
6.152 EV
6.153 EW
6.154 EX
6.155 EY
6.156 EZ
6.157 FA
6.158 FB
6.159 FC
6.160 FD
6.161 FE
6.162 FF
6.163 FG
6.164 FH
6.165 FI
6.166 FJ
6.167 FK
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6.169 FM
6.170 FN
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6.172 FP
6.173 FQ
6.174 FR
6.175 FS
6.176 FT
6.177 FU
6.178 FV
6.179 FW
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6.185 GC
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6.187 GE
6.188 GF
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6.196 GN
6.197 GO
6.198 GP
6.199 GQ
6.200 GR
6.201 GS
6.202 GT
6.203 GU
6.204 GV
6.205 GW
6.206 GX
6.207 GY
6.208 GZ
6.209 HA
6.210 HB
6.211 HC
6.212 HD
6.213 HE
6.214 HF
6.215 HG
6.216 HH
6.217 HI
6.218 HJ
6.219 HK
6.220 HL
6.221 HM
6.222 HN
6.223 HO
6.224 HP
6.225 HQ
6.226 HR
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6.228 HT
6.229 HU
6.230 HV
6.231 HW
6.232 HX
6.233 HY
6.234 HZ
6.235 IA
6.236 IB
6.237 IC
6.238 ID
6.239 IE
6.240 IF
6.241 IG
6.242 IH
6.243 II
6.244 IJ
6.245 IK
6.246 IL
6.247 IM
6.248 IN
6.249 IO
6.250 IP
6.251 IQ
6.252 IR
6.253 IS
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6.257 IW
6.258 IX
6.259 IY
6.260 IZ
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6.262 JB
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6.279 JS
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6.282 JV
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6.286 JZ
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6.290 KD
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6.320 LH
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6.323 LK
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6.326 LN
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6.329 LQ
6.330 LR
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6.332 LT
6.333 LU
6.334 LV
6.335 LW
6.336 LX
6.337 LY
6.338 LZ
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6.375 NK
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6.379 NO
6.380 NP
6.381 NQ
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6.383 NS
6.384 NT
6.385 NU
6.386 NV
6.387 NW
6.388 NX
6.389 NY
6.390 NZ
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6.392 OB
6.393 OC
6.394 OD
6.395 OE
6.396 OF
6.397 OG
6.398 OH
6.399 OI
6.400 OJ
6.401 OK
6.402 OL
6.403 OM
6.404 ON
6.405 OO
6.406 OP
6.407 OQ
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6.412 OV
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6.433 PQ
6.434 PR
6.435 PS
6.436 PT
6.437 PU
6.438 PV
6.439 PW
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6.441 PY
6.442 PZ
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6.459 QQ
6.460 QR
6.461 QS
6.462 QT
6.463 QU
6.464 QV
6.465 QW
6.466 QX
6.467 QY
6.468 QZ
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6.470 RB
6.471 RC
6.472 RD
6.473 RE
6.474 RF
6.475 RG
6.476 RH
6.477 RI
6.478 RJ
6.479 RK
6.480 RL
6.481 RM
6.482 RN
6.483 RO
6.484 RP
6.485 RQ
6.486 RR
6.487 RS
6.488 RT
6.489 RU
6.490 RV
6.491 RW
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6.493 RY
6.494 RZ
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6.513 SS
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6.527 TG
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6.530 TJ
6.531 TK
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6.535 TO
6.536 TP
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6.559 UM
6.560 UN
6.561 UO
6.562 UP
6.563 UQ
6.564 UR
6.565 US
6.566 UT
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6.568 UZ
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6.242 IN
6.243 IO
6.244 IP
6.245 IQ
6.246 IR
6.247 IS
6.248 IT
6.249 IU
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6.380 NV
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6.384 NZ
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6.393 OI
6.394 OJ
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6.396 OL
6.397 OM
6.398 ON
6.399 OO
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6.401 OQ
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6.427 PQ
6.428 PR
6.429 PS
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6.432 PV
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6.457 QU
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6.470 RH
6.471 RI
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6.474 RL
6.475 RM
6.476 RN
6.477 RO
6.478 RP
6.479 RQ
6.480 RR
6.481 RS
6.482 RT
6.483 RU
6.484 RV
6.485 RW
6.486 RX
6.487 RY
6.488 RZ
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6.490 SB
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6.494 SF
6.495 SG
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6.497 SI
6.498 SJ
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6.500 SL
6.501 SM
6.502 SN
6.503 SO
6.504 SP
6.505 SQ
6.506 SR
6.507 SS
6.508 ST
6.509 SU
6.510 SV
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6.519 TE
6.520 TF
6.521 TG
6.522 TH
6.523 TI
6.524 TJ
6.525 TK
6.526 TL
6.527 TM
6.528 TN
6.529 TO
6.530 TP
6.531 TQ
6.532 TR
6.533 TS
6.534 TU
6.535 TV
6.536 TW
6.537 TX
6.53

SECTION 5. IMPROVEMENTS continued

4.07 Antennas. No antenna, licensed, or putative of any kind shall be placed, hung, or kept on any lot, except in any, dog, or other animal enclosure, but not for any commercial purpose, and no antenna shall be allowed to become an eyesore or nuisance to the neighborhood.

4.08 Fences. Fences of wood, chain-link, or any other material, no matter how high, shall be kept in good repair.

4.09 Fire and Safety. Interior fireplaces, stoves, or other type burner must be equipped by use of sparkproof burners. All fires must be extinguished before leaving cabin. No fires shall be kept or maintained outside of any cabin.

4.10 Firearms. Firearms, including firearms, firearms, or any other firearms within the North Woods or any other area.

4.11 Camping. No tent, trailer, or mobile home, whether or not it is on wheels or not, shall be permitted on any lot except during the period of cabin construction and for such other a weekend period.

4.12 Motorcycles. No motorcycle or motor vehicle shall be allowed except for delivery and express.

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

4.14 Tents. No tent, trailer, or mobile home, whether or not it is on wheels or not, shall be permitted on any lot except during the period of cabin construction and for such other a weekend period.

4.15 Seller's Office. There shall be no collection or distribution of handbills or circulation of any kind without the written consent of Lessor.

4.16 Hose Bib. One hose bib shall be installed on outside wall of each cabin for fire protection on or before completion of the cabin.

SECTION 6. IMPROVEMENTS

6.01 Plans Approved. 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 as to construction, plan of development, quality of workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finish grade elevation. Such approval shall be in writing.

6.02 Building Materials. All building construction shall be of log or wood frame. Wood frame stucco or simulated brick masonry construction is expressly prohibited. All roofs shall be of wood shingle or shake, or of an acceptable composition - color to be approved prior to application by the Lessor or such person or persons designated by Lessor.

6.03 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.

6.04 Tree Removal. The Lessee 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 condition:

As required by the State of Washington in the master lease, any tree whose diameter is over 6" 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 Lessee 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 so the land that the improvements remain natural and rustic.

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

6.06 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.

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

6.08 Ownership of Sub-lease Improvements. All buildings and improvements, excluding removable personal property and trade fixtures on the leased site (North Woods), erected by Sub-lessee (Lessee herein) will 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) held by the State under the provisions of paragraph 6.09; provided, however, upon the expiration of the lease (master lease), if the State is unsuccessful in re-leasing the leased site (North Woods), as a unit, then each sub-lease (Lessee herein) shall have a preferential right as allowed by law, to a lease from the State of the sub-leased area (this lease), further, upon the termination or expiration of this lease (master lease), the State shall require the sub-lease Lessee to purchase the Sub-lessee's (Lessee herein) 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, 2025.

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

(a) That Lessee is not in default under any of the terms and conditions of this lease and
(b) That Lessee'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 6.08 shall be exercisable only against the State of Washington.

6.09 Taxes and Assessments. The Lessee shall pay in annual payments all taxes and assessments that are now charged or may become chargeable against the improvements located upon the cabin site, now or in the future, commencing with the taxes first becoming due, payable after the date hereof, all before such taxes and assessments become past due.

6.10 North Woods Association. The roads in the park and certain other common areas that is held in the name of The North Woods Association, a non-profit association, of which the Lessee of lots in the park is a member. Said Association shall be responsible for the maintenance and repair of roads, the entire water system including but not limited to water systems serving the cabins on the premises, docks and other areas and improvements thereon (if any), as well as other community functions which may be given by its members. The Lessee of lots in the park shall be required to pay dues of not less than one and one-half dollars (\$1.50) per month as a membership fee to said Association for their respective share of the costs of the functions and duties of the Association. Said dues shall constitute of the \$1.50 lots are less. It is understood and agreed that Lessor shall and it is hereby delegated to said Association, responsibilities and functions of the North Woods Association until fifty (50) 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.

FOR TWO CABIN SITE LEASE

WILLIAM C. MILLER

[illegible]

6.03 Water. Each cabin also means only no toilets, new tanks or no water in them. Each cabin also means no cold water from the water system supplying the North Village and no further access to any of the water system. The contract to said system.

filling, and maintaining each underground trench or direct piping system and to install and maintain all necessary construction or facilities to serve such system.

SECTION 2. CONSENT AND RELEASE

[illegible][illegible]

7.03 Insurance. Lessee shall obtain the appropriate and necessary

(c) Fire and casualty insurance in a sufficient amount to cover the value of the premises upon the leased premises. Such insurance shall be carried by a responsible company or companies and the policy or policies shall be endorsed and delivered to Lessor with provision for the notice of cancellation to Lessor.

(b) Liability and property insurance insuring Lessor and Lessee against liability for damage to the vehicle or property caused by the maintenance, use or operation of the leased premises by reason of the negligence or activity carried on therein. Such insurance shall be carried by a responsible company or companies and the Lessor in amounts not less 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 incident to two or more persons, \$10,000.00
(3) property damage, \$1,000.00.

Lozano shall deliver to Lessor certificates and receipts evidencing the full payment of the above taxes and further with the company or companies for their 1901 and 1902 taxes of and interest on the same.

7.04 Assignment. Without the prior written consent of Lessor, Lessee shall not assign or convey its interest therein, or sublet, or hire, executor, administrator, receiver, trustee in bankruptcy or other legal representative of law shall assign or sublease without such prior consent.

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

7.06 Attorneys' Fees In the event any action, suit, proceeding or request therefor is brought to collect the rent due or to become due hereunder, or any portion thereof, or to get possession of this premises, or to enforce compliance with this lease, or for failure to observe any of the provisions of this lease, and the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as its attorney's fees to be allowed to the prevailing party, together with a fee therefrom, and in to such other relief granted by the Court.

7.02 Condemnation. The parties hereto shall release any claim or demand for rate of reward for recovery of any taking, condemnation or acquisition during the existence of this contract and later, including such claims, demands or part or abatement, this or another, present or future, public or private, or any other claim or demand, in or out of any part of the project.

[illegible]

7.05 Victory of
old girl for a full month

[illegible][illegible]

Assignment: Upon completion of this assignment, you will be able to:

10002-10002

SECOND, THIRD, FOURTH

1. This lease shall be in full force and effect on the part of the Lessor in the absence of any written notice of termination or expiration of this lease by the Lessor or the Lessee. The Lessor hereby agrees to lease the premises to the Lessee for the term of years hereinafter specified, and the Lessee agrees to accept the same on the conditions hereinafter set forth. The Lessor hereby agrees to lease the premises to the Lessee for the term of years hereinafter specified, and the Lessee agrees to accept the same on the conditions hereinafter set forth.

2. The Lessor hereby agrees to lease the premises to the Lessee for the term of years hereinafter specified, and the Lessee agrees to accept the same on the conditions hereinafter set forth. The Lessor hereby agrees to lease the premises to the Lessee for the term of years hereinafter specified, and the Lessee agrees to accept the same on the conditions hereinafter set forth.

3. The Lessor hereby agrees to lease the premises to the Lessee for the term of years hereinafter specified, and the Lessee agrees to accept the same on the conditions hereinafter set forth. The Lessor hereby agrees to lease the premises to the Lessee for the term of years hereinafter specified, and the Lessee agrees to accept the same on the conditions hereinafter set forth.

4. The Lessor hereby agrees to lease the premises to the Lessee for the term of years hereinafter specified, and the Lessee agrees to accept the same on the conditions hereinafter set forth. The Lessor hereby agrees to lease the premises to the Lessee for the term of years hereinafter specified, and the Lessee agrees to accept the same on the conditions hereinafter set forth.

5. The Lessor hereby agrees to lease the premises to the Lessee for the term of years hereinafter specified, and the Lessee agrees to accept the same on the conditions hereinafter set forth. The Lessor hereby agrees to lease the premises to the Lessee for the term of years hereinafter specified, and the Lessee agrees to accept the same on the conditions hereinafter set forth.

6. The Lessor hereby agrees to lease the premises to the Lessee for the term of years hereinafter specified, and the Lessee agrees to accept the same on the conditions hereinafter set forth. The Lessor hereby agrees to lease the premises to the Lessee for the term of years hereinafter specified, and the Lessee agrees to accept the same on the conditions hereinafter set forth.

WATER FRONT RECREATION, INC.

By William C. King
Vice President

By James E. King
Secretary

James E. King
LESSOR

William C. King
LESSEE

I have received, read, and understand the foregoing lease, and agree to the same. I have received, read, and understand the foregoing lease, and agree to the same. I have received, read, and understand the foregoing lease, and agree to the same.

William C. King
LESSEE

PLAT OF
THE NORTH WOODS

A RECREATION DEVELOPMENT BY LEASE AGREEMENT

A SURVEY IN GOVERNMENT LOTS 4 AND 9

IN THE 9TH SECTION 28 17TH SEE W2C

SHERMAN COUNTY WASHINGTON

FILED FOR RECORD OCTOBER 1970

NOTES: SEE PLAT FOR FULL
AND TRUE INFORMATION OF
THE SURVEY AND RECORD