ALREEMENT TO PURCHASE LEASEHOLD INTEREST

This agreement entered into between JAMES GIPE and NAOMI GIPE, husband and wife, of 7113 N. 13th Avenue, Vancouver, Washington, hereinafter referred to as purchaser and R.A. SHOWMAN, of 12403 S.E. McGillivray Blvd., Vancouver, Washington, 98664, hereafter referred to as seller, for the purpose of seller transferring all right, title and interest he may have in a certain lease agreement to purchaser.

RECITALS

Seller is the owner and holder of a certain lease interest in:

Cabin Site No.40 of the North Woods as shown in red on Exhibit "A" attached hereto (all distances being approximations), being part of Government Lot 40, Section 26, Township 7 North Range 6, East of W.M., Skamania 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.

and purchasers are desirous of buying all right, title and interest seller may have in said leasehold for the sum of Two Thousand Dollars and no/100 (\$2,000.00) payable upon completion of a recreation cabin to be built upon the premises being transferred.

Therefore in consideration of the mutual covenants contained herein and other good and valuable considerations, the parties agree as follows:



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1. Seller shall tender to the purchaser a written assignment of lease evidencing seller's assignment of that certain lease agreement encered into on the Audiday of October 1977, between R. A. Showman, Seller, and Water Front Recreation, Inc., as lesson, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference. The assignment shall transfer all of seller's interest in the following described property.

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Cabin Site No. 205 of the North Woods as shown in red on Exhibit "A" attached hereto (all distances being approximations), being part of Government Lot 40, Section 26, Township 7 North, Range 6, East of W.M., Skamania 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.

and said assignment shall bear the consent of Water Front Recreation, Inc., to such assignment.

- 2. Purchaser agrees to pay the sum of Four Hundred and Six Dollars and 30/100 (\$406.30) immediately upon receipt of said assignment containing the valid consent as provided for in paragraph 1. and in addition will pay to seller the sum of Two Thousand Dollars and no/100 (\$2,000.00) upon the completion of the recreation cabin which purchaser intends to construct upon the leasehold being transferred.
- 3. In any event, purchaser shall pay to seller the Two
 Thousand Dollar and no/100 (\$2,000.00) sum on or before one
 year from the execution of this agreement regardless of
 whether or not the recreational cabin is completely constructed.

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James Gipe -- Purchaser

James Gipe -- Purchaser

Naomi Gipe -- Purchaser

STATE OF WASHINGTON)

COUNTY OF Clark)

This is to certify that on personally appeared before me JAMES GIPE and NAOMI GIPE, his wife, to me known to be the individuals who executed the foregoing instrument, and they acknowledged the same as their

Witness my hand and official seal the day and year in this certificate first above writter.

free and voluntary act and deed for the uses and purposes

WOTARY PUBLIC in and for the State of Washington, residing at 2.

COUNTY OF C. Ca.K.

therein mentioned.

This is to certify that on Oction, 1977, personally appeared before mc R. A. SHOWMAN, to me known to be the individual who executed the foregoing instrument and he acknowledged the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above vritten.

NOTARY PUBLIC in and for the state of task residing at

A Albania

CABIN SITE LEASE

WATER FROID RECREATION INC. a Washington, parporation, berginafter called Lestor, in

consideration of the rents to be p | d and covenants to be performed by | ROBERT A SHORMAN.

12403 S.E.Gillivroy Blvd., Vancouver, Wash. 9804.

heremafter called Lassey, leases to Lessee the following described cabo site on the terms and conditions stated herein:

Cabin site number 4/2 of the North Woods is shown in ad on Exhibit "A "attached hereto (all distances being approximation), thereig part of Government Lots 4 and 8, Section 28, Township 7 North, Hange 6 La 1, W.M., Skamania Conote: Wa hington, SUBJECT, however to an easement for right of vary for access road acquired by the United States of America, United States Forest Service

SECTION 1. OCCUPANCY

- 1.01 Term. This Lease is quanted for the period beganning. Sept. 15, 1973 490000, and terminating on June 1, 2025, unless sooner terminated as herematter provided.
- 1.02 Master Lease. Lesson hinds the above discrebed produces under a tense, hereinafter referred to as the "master lease," dated August 11, 1970, from the Silve of Wishandton, acting by and through the Department of
- 1.03 Master Lease Incorporated. The counter wask, and allowed to several is available for inspection. Lessee's rights become or are subject to affice the more against everyours and resourcement of the month month of the foreigning and easement for right of way for an access road, a cone of by the United States of source and Cunted Systes Forest Service and the right of the State of Vi ishington to inspect the premiers at a concabile or as

SECTION 2 RENTAL

2.01 Basic Hental. As a retail for each tear eyear, the Lessee shall pay the sum of, Four Hundred ?

no/100 ---- Du tars 18 44 2 -1. Rent so ill be haid in advaoce 11. The hist day of September in eac your, hereinafter returned to at the Canniversory date. All payment. But he made to Lesson at \$650 S.W. sau Jon Bond, Portisms, Oragon, or at such other place at which the Lesson or by matrix, or the second virting. Rend to the frame or of any lesse year shall be prorated. The lesse year shall be prorated. The lesse year shall be prorated. The lesse year shall be prorated.

2.02 Rent Adjustments. Lesson may and any analyses by date increase the annual rental as follows:
(a) Undor the master long, tiesson contributes that if Warhington may be made to June 1, 1080, and at intervals of not less than ten (10) year. The interval is a tesson may more on Lesson's rental under the master long is increase. The annual of such mater is that the Clesson shall be repossible for and required to pay shall equal the total rental encourse cade the fig. So clease to Lesson multiplied by the Lesson's annual rental to the Lesson divided by the total install contal of the Lesson's tesson multiplied by the Clesson's annual rental to the Lesson divided by the total install contal of the Lesson's time North Woods. Annual rental as used herein shall mean the total sent the Lesson's received aspay to Lesson's the year unineduately necessing the year of the account.

to the control turble (1997) and the total sections of the Lessee's share of increase 15 1 65500

(b) In addition to the according route distributing subplanguable () above, Lessor may as of any anniversity date. Increase the basical rendance increases on a control of social control of social rendances and property in an endount which together with produce assessment on a control of social control of social rendances and the total of the amount by which toxics and assessments on the land envired by the assessment as the first control of the first control of the social property above as on and anniversary date. proved cabin sit is on said anniversary date.

get Finally, except the analysis on a long count equation of the minimal order shall, it the option of the Legal to object the present of the Legal to object the present of the Legal to object the present of the Legal to object to the state of the latest the supplied of the present of the latest committee Index is palmshed by

SECTION'S LESSOR'S CONVENANTS

SECTION 4. 13 SOFCE CONVENANTS.

3.01 Occlavation, to reduce a case of the first object of the provided to provide for the context of street are encounted for encountered to a case of the first object of property of the context of the greatest provide provide are encounted to a case of the first object of property values because of the first object of property values because of the first object of the North World and the first object of the first object of the first object of the first object of the North World and the first object of the North World and the first object of the first object of the first of the first object of the first ob Auditor of Skamansi County, Washington

3.02 Box Dock Lessor self-containing the infection of compact sold condens of the North Woods. In the every construction of said boat took conditional conditional for the 1972 of exacely agreed that in tier of such construction. Lessor shall contribute \$5,000, 9) conditions on \$2.000 to action be accurate discribed in paragraph 5.00. for construction of such dock

SECTION 4 USE OF SITE

- 4.01 Permitted Use: The consist of the second and the consistency of t
- 4.02 Condition of Site (19) and seed accompanies the properties by Lessee and are accepted to their present condition
- 4.03 Vehicles. No vehicle is this top inventor in this or the Principle of motor noise or annoying smake are folloiden.
- 4.04 Maintenance. Ad total Subsect of the exercise of a subsect digitally, and wholesome condition and no trash, garbage, litter, pank, boxes, or cancer contributions, cans, machinery conserved Subber, or other building materials. shall be permitted to be or remain excased. (i) you and you'd have my storet or adjoining or nearby premise
- 4.05 Signs. No signs of any exact harder desplayed to the public view on any lot in the tract except one professional sign, of not more than 18 metres by 24 exches crosses, decreasing the property for sale or rent, and except agns used by a builder or developer to accernise the process of construction and sales period
- 4.06 Nuisance. No ressource of their control on accomplished becaused on or upon any lot in the tract row shall anything be done thereon which in . the common another the mustage of the area

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the name of members, 5 but not limi (If any), as i truct shall b Association at the time! résponsibilit time Lesson

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SECTION 5. IMPROVEMENTS continued

4.07 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, or other household puts may be kept, but not for any commercial purpose. Household pets shall not be allowed to henome an annoyance 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 Fires and Fireplaces. Interior fireplaces, stoves, or over type burner must be fireproofed by use of sparkproof screens. All fires must be extinguished before leaving cabin. No fires shall be fir or maintained outside of

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

4.11 Commercial Use. No platted lot shall be used for any commercial purpose, except that a Lossee 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 motorbike or motorcycle riding of any nature shall be allowed except for ingress and egress.

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

4.14 Trailors and Tables. No tent, house trailer, or mobile home, whether the same be on wheels or not, shall be parmitted on any lot except during the remod of cabin construction and for guests over a weekend period.

4.15 Solicitation. There shall be no solicitation or distribution of handle 4s or circulation of any kind without the written consent of Lesson,

4.16 floso Bibs. One base bib shall be installed on outside wall of each cabin for fire protection on or before completion of the cabin.

SECTION 5. IMPROVEMENTS

5.01 Plans Approved. No Eurlding shall be erected, placed, or altered on the labor site until the cor struction plans showing the location of the structure hare been approved by the Lessor as to conformity with 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 hinch grade elevation. Such approval shall be in writing.

5.02 Building Materials. All building construction shall be of log or wood frame. Wood frame stucco or simulated brick veneer construction is expressly prohibited. All rocks shall be of wood shingle or shake introfan acceptable color to be approved prior to a phication by the Laszer or such person or persons descipated by Lesser

5.03 Completion. Cabins must be completen from ad notward appearance within one (1) year from the time such construction is started. Cabin construction to a must be started within these years from the date of the signing of

necess...

5.04 Tree Removal. The Lesses of cachicalan late may remove from said site all trees, shruls, and foliage of prepare the property for hunding subject to the foliage of a substance. As required by the State of Whole agreement instead to a may tree whose diameter is over 8° at others height most be marked any Lesses and the less or will then notify the Wishington State Department of the analysis and Lesses will standard appraisal of value. Lesses will then pay Lesses for the value of the tree before removed. Any additional clearing beyond that he essary for the value of the tree before proving that the problem of the lesses are the view of the tree as possible to the end that the community segment pattern and the Landard's form the value of the tree as possible to the

5.05 Lot Markers. Lessee will use all be windle in the make certain that the lot markers, as established by Lessor, are not moved or destroyed

5.06 Improvements Other Than On Caliba Site. No name center that any shall shall be constructed or of any area covered by the masteric reconstructed or written constructed covered by

5.07 Ownership or Improvements. The master trice provides as hillows.

5.07 Ownership of Sub-lesser Improvements. The master lease procedes as hollows:

"8.04 Ownership of Sub-lesser Improvements. All publishings and improvements, excluding removable personal property and trad. Instance on the leased site all in the Woods, executed by Sub-lesser (Lesser herein), will remain on said ateration expiration of the lease (master lease) or termination prior to the term of the kease, master lease) of my sub-lease (this issue), neb-lay the State under the provisions of paragraph 5.09 proceded, however, upon the expiration of the lease, in aster lease), if the State is an expectability the deasing the leased site (North-Woods), as a unit, then each sub-lesser (Lesser herein) of it have a professorability as allowed by law to release from the State its sub-lesser (this lease), and of the two points termination or expiration of this lease (master lease) or a sub-lease (this lease) assumed antide paragraph 5.09 that tion of this lease [master lease] or a sub-lease [this base] assigned order paragraph 5.09 that as a condition of any re-lease or the leased site or sub-leased site to any other party made during the three year period following the State shall require the subsequent Lessee to purchase the Sub-lessee's filessee herein) interest in the improvements as allowed by law. Expiration, as used in this paragraph, shall mean the experation of the lease as of May 31, 2025."

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

(a) That Lossee is not in default under any of the transcand conditions of this lease, and
(b) That I essee's lease expires May 11 2025. In the exercit, fearlier expiration of this least, all buildings and improvements located upon the premises shall be the property of Lesson.

The parties hereto further agree that the benefits of paragraph 8 04 of the master lease shall be enforceable surely against

5.08 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 placed upon the cabin site, now or in the future, commencing with the taxes first becoming due and payable after the date hereof, all helore such taxes and assessments become

past due.

5.09 North Woods Association. The roads in the plat and certain other common areas shall be held in the name of The North Woods Association, a ron profit association, of which the Lesses of lots in the plat shall be members. Salid 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 common areas and improvements thereon (if any), as well as other community functions which may be given if by its members. The owners (Lesses) of lots in the tract shall be required to pay dues of not less than one and one-half dollars (1°2) per month and assessments to said Association for their reasonable share of the costs of the functions and duties of the Association. Said dues shall commence at the time 50 lots are leased. It is understood and agreed that Lessor shall and it is here by delegated to fulfill all duties, responsibilities and functions of the North Woods Association until fifty (50) lots in the North Woods are leased. Af that time Lessor shall call a meeting of all Lessees for the purpose of forming said Association. time Lessor shall call a meeting of all Lossess for the purpose of forming said Association.

PAGE TWO CABIN SITE LEASE

SECTION 6. UTILITIES

6.01 Sawago. Individual sewago disposal systems installed by Lessee must be designed, located, and con structed in accordance with the legal regulations, laws and ordinances of Skamania County and the State of Washington

6.02 Reservation. Lessor reserves to itself and to its successors and assigns easements in, under and along all roads and other common across in the plat for any utilities whether presently installed or not. In addition, an ease ment is reserved in an area law (5) feet "when (10) feet in one corner of each lot to be selected by Lessor) adjoining the road, for electric transformer vault and/or telephone and power service pedestals if any. And the assignment of the lease at a publishful by deal the object to the lease at todu, for electric transformer value and/or elephnoral and power service pedestris of any. And the assignment of the react to each individual for spall be subject to the Fight to cross over or under the same 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 Woods and further agrees to pay Lessor \$225.00 for the right to

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 such cabin site which is necessary for any utility appropriates or facilities to come and patentials. connections or facilities to serve such refun 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 lesse, including but not limited to, use of public or prevate 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 arter and cabin at any time to determine compliance with the terms of this lesson. arte and cabin at any time to determine compliance with the ferms of this lease.

7.02 Indomnification. Lessenherd, agrees to assume all risk of, and indemnify and hold harriless, and et the Lessee's expense, defend the Lessor from and against, any claims lost, cost, legal actions, liability or expense or account of personal injury to or death of any personal whomsoever, including but not limited to employees of the Lessor or destruction of property to whomsoever 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 indemnity and save harmless the Lessor from any loss, cost, suit or expense residum from Lesse's believe to complete such any of the previsions 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 hability insurance as follows

(a) Fire and casualty insurance coastificient around to cover the replacement cost of any or all imprive ments upon the leased premises. Such insurance shall be carried by a responsible company of companies satisfactors. to Lessor and the policy or policies shall be endorsed and delivered to Lessor with provision for thirty (30) days

(b) Liability and property insurance insuring Leson, and Lessee against all liability for damages to persons or property caused by the maintenance, use or occupantly of the lessed premises or by reason of the conduct of any or property caused by the maintenance shall be control by a responsible company or companies satisfactory to Lessor in amounts not less than the following brants man is

Bod ly injury to or death of any one pers. \$5,000.00.

Bodily injury or death resident from my ene accelent to two or more persons, \$10,000.00, and

Lessee shall deliker to Lessor certificates and repeptive odd raing said pulicies of insurance and furth or provide. with the company or companies for thirty (30) days not a set cancellation to Lesson

7.04 Assignment. Without the pure start in content of these. Towards all not assign this independently interest therein, or sublet, and no hear, executor, administrator, resolver, trustee in benkrouphly or other assigned by operation of law shall assign or sublease without such written; orisent.

7.05 Waiver. Any wasver by the Lesso reliany provisions briefly must be in writing, and any of the cover ants, conditions, restrictions, in this lease may be annalled or any number of changed, or needled with respect to all or any number.

7.36 Attorneys' Fees. In the event at , in this, cont, proceeding or appeal therefrom is brough to collect the rent due or to become due hereunder, or any portion there of, or to get possession of said premises, or to entorice compliance with this lease, or for failure to observe any of the coversants of the lease, the providing party shall be entitled to recover such sum as the Contit may adjudge responsible as attorneys bear to be allowed in said suit, about, proceeding or appeal therefrom in addition to such other reflet granted by the Conti

#107 Condemnation. The parties here to stuff recover any mass or damages paid or availed by research any taking condemnation or acquisition damage the condemnation of acquisition damage the condemnation by attending the condemnation by attending person or or or or except a graph is public or present, of any lot of or untirest in all or

7.08 Reservoir Level. The Lesses is to consume by signing this lease that Pacific Power and Light Company has the right to fluctuate the waters of our of these right are all Land or damage and shall indee nitly Pacific Power and Light Company, the State of Washingt — Lesser of the reservoir or shorester of any lights any claim of damage instanglishing from the servoir for the reservoir or shoreside 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 vary limiting the rights of Lessor, if the parties upon whom the provisions hereof are binding, or any of them spall violate or attempt to violate any of their parvations, restrict tions or covenants hereof, the Lesson or any lessee of facility in the tract, shall have the right to compel performance of or tions or covenants nereor, the Lesson or any resser or fact or the tract, shall have the right to competiperrorman corrections or any resser or the compliance with the provisions hereof, to abate an 1 move at the expense of the offending lesser or lessons of the property, any structures or creations in violation of the provisions hereof, to ecover damages for any such violation or attempted and the resistant harmonic and the provisions are related to the provision of the provis violation of the provisions hereof and to prosecute any remined by law or in equity in furtherance of the atmessed

7.11 Reservations on Land. All of the reservations, conditions, covenants, agreements and oistrictions shall run with the land and shall be binding on the lessees 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 Leason's right to sell or assign this lease or land, I essor may assign 1.12 Assignment, without innoling Lesson's right to sell or assign this lease or land, I esson may assign this lease to a corporation, and if said corporation assumes the obligations of Lesson hereunder, Lesson shall thereby there leased of and relieved from any and all obligations under this lease. ruch defai lease, forf but the Le Waiver of

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SECTION 8. TERMINATION

8.01 Default and Notice. Highly default shall be made on the part of confidence in the observance or 8.01 Default and Notice. If any default shall be made on the part of all Lesse or the observance or performance of any of the terms, coverants, accessments, or previouses. If the initial by this term to be observed or performed and such default continues for sisty (60) days after written notice. It is a safe inay, at it explain, immentally forminate this lease, forfeit Lesses's interest therein, and for this the schuld the Lesse for in the premises and from all right hereunder, but the Lesses shall nevertheless be hable to the Lessor for all high these incurred far under prior to such termination. Waiver of any default hereunder shall not constitute a value of any subscription (6). It Service of any notice provided for herein by the Lesser may be made by depositions on notices of the United States made addressed to the Lesser at

_12403 S.E.McGillivrey Blad., Vancouver, 71. . , but

8.02 Master Linse Termination. It is expressly analyst food that Lesson are leased the promose from the State of Washington for a period ending John 2025. The master is a moved to the food the event if is terminated for any reason whatsoever, prior to the lease termination difference. From each operate is an esquence of the State of Washington of this lease together with the investigating of the State of from the date of and assignment

8.03 Failure to Provide Property Report for some for a first of a Chocker of the location force of a money report prepared present of the first because of the first of the fi has reach unity indicators becomes up on

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