

ASSIGNMENT OF LEASE

4700  
AGREEMENT made this 5<sup>th</sup> day of March, 1977, between JESSIE K. BIRD hereinafter referred to as ASSIGNOR, and GREG WEST and SUSAN WEST, husband and wife, hereinafter referred to as ASSIGNEES:

## RECITALS:

Assignor entered into a lease agreement, a copy of which is attached hereto, as lessee therein, that commenced on April, 1976, and terminates on June 1, 2025.

Assignees desire to assume all right, liabilities and duties of Assignor in the lease.

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

Assignor does grant, convey and assign to Assignees the lease which is attached hereto, demising the premises described as

Cabi. site number 94 of the North Woods as shown in red on Exhibit "A" attached hereto (all distances being approximations), being part of Government Lots 4 and 8, Section 26, Township 7 North, Range 6 East, 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.

together with the premises therein mentioned and described and the buildings thereon, with appurtenances.

Assignees, and their successors and assigns, shall have the lease during all of the remainder of the term of the lease and any renewals thereof, as provided in the lease. Assignees shall accept the foregoing assignment and assume the liability and duty to perform all of the terms and conditions of the lease on the part of the assignor to be performed.

IN WITNESS WHEREOF the parties have executed this agreement on the date hereinafter set forth opposite their respective signatures.

March 5<sup>th</sup> 1977  
Date

Jessie K. Bird  
Jessie K. Bird - Assignor  
(Original Lessee)

April 16, 1977  
Date

Greg West  
Greg West - Assignee

April 16, 1977  
Date

Susan West  
Susan West - Assignee

## CONSENT OF LESSOR

TO  
ASSIGNMENT

WATER FRONT RECREATION, INC., a Washington corporation, Lessor in the above described lease, consents to the assignment and transfer of the lease, including all the terms and conditions thereof, to Assignees, but does not waive any rights against Assignor that Lessor has under the lease.

IN WITNESS WHEREOF, the Lessor has executed this Consent to Assignment on this 17 day of April, 1977.

WATER FRONT RECREATION, INC.

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

STATE OF WASHINGTON |  
COUNTY OF SNOHOMISH |  
I HEREBY CERTIFY THAT THE ATTACHED  
INSTRUMENT WAS SWORN TO, PLEDGED BY,  
AT \_\_\_\_\_, 19\_\_\_\_\_  
WAS RECEIVED IN BOOK # \_\_\_\_\_  
OFFICE OF \_\_\_\_\_ AT SNOHOMISH  
RECORDS OF SNOHOMISH COUNTY, WASH.  
COUNTY AUDITOR  
BY \_\_\_\_\_ DEPUTY

REGISTERED
INDEXED: 116
SEARCHED:
RECORDED
COMPARED
MAILED

## CABIN SITE LEASE

WATER FRONT PROPERTY - CABIN SITE LEASE, herein referred to as "Lease,"

in consideration of the sum to be paid him in advance to be specified below,

hereafter called Lessor, Lease to Lessor for the period or periods of time herein set forth at a sum or sums stated herein:

C. for the month of April or the Month of October, the amount of \$50.00. In August  
 from full payment the amount of \$50.00, less the amount of \$50.00 due  
 Section 2a, 3, 4, and 5, by which the amount of \$50.00 shall remain, the amount  
 \$50.00. Due every December first, the amount of \$50.00, less the amount due  
 December first, the amount \$50.00.

## SECTION 1. OCCUPANCY

**1.01 Tenant** - The lessee, is John Michael and Linda S. M. hereinafter referred to as "John Michael" and "Linda S. M." or either of them, and the lessee's spouse, his/her children, and other members of his/her household, his/her dependents, his/her employees, his/her agents, his/her invitees and his/her guests, hereinafter referred to as "lessee."

**1.02 Master Lease** - Is the lease agreement between Lessor and the State of Oregon, the Department of Natural Resources.

**1.03 Master Lease fees included** - The amount of \$50.00, less the amount of \$50.00 due December first, the amount of \$50.00.

Lessor, by this lease, hereby leases to Lessee, the right to use and occupy the land described in the Master Lease to which Lessor is a co-owner and/or has an interest in, subject to all rights, conditions, restrictions, easements for entry of way, covenants and other provisions contained in the Master Lease and for the right of the State of Oregon to collect its Master Lease fees.

## SECTION 2. RENTAL

## 2.01 Basic Rental - \$50.00 per month, payable in advance during the month.

Dollars 50.00

year, thereafter unless otherwise agreed to by the parties in writing. Rent is to be paid in advance of each calendar month to the Auditor of St. Lucie County, 1700 Main Street, Port Charlotte, Florida, or at such other place or places as may be designated by the Lessor.

## 2.02 Rent Adjustment

Rent will be increased annually by 10% on the first day of April, unless otherwise provided in this lease. Rent will also be increased annually by 10% on the first day of October, unless otherwise provided in this lease. Rent will be increased annually by 10% on the first day of April and October of each year, unless otherwise provided in this lease.

Lessee agrees to pay all taxes and assessments, if any, on the cabin site and the property thereon at the date when the annual rental is paid. When such taxes or assessments are taken into account, the rent will be reduced accordingly, and the adjusted amount will be paid to the Lessor.

Upon termination of this lease, Lessee will leave the cabin site in the same condition as when occupied by Lessee, he/she shall clean up any trash and debris left on the cabin site, and if any damage is found to the cabin or property, Lessee shall pay for same. Lessee will leave the cabin site in the same condition as when occupied by Lessee, he/she shall clean up any trash and debris left on the cabin site, and if any damage is found to the cabin or property, Lessee shall pay for same.

## SECTION 3. CONSTRUCTION

## 3.01 Construction - Lessor reserves the right to require Lessee to obtain a building permit for the construction

of structures erected on the cabin site. Lessee agrees to obtain the required permits and to pay the cost of such permits. Lessor reserves the right to require Lessee to obtain a building permit for the construction of any structures, whether temporary or permanent, which interfere with the use of the cabin site or any part of the property. Lessee agrees to obtain any necessary permits and to pay the cost of such permits. Lessee agrees to obtain a building permit for the construction of any structures, whether temporary or permanent, which interfere with the use of the cabin site or any part of the property. Lessee agrees to obtain any necessary permits and to pay the cost of such permits.

**3.02 Boat Dock** - In the event of a boat dock being constructed on the cabin site, Lessee shall have the right to require Lessor to obtain a building permit for the construction of the boat dock, and to require Lessor to obtain a building permit for the construction of the boat dock, and to require Lessor to obtain a building permit for the construction of the boat dock.

## SECTION 4. USE OF SITE

**4.01 Permitted Use** - The cabin site is to be used for residential purposes. No building shall be erected, altered, blared, or permitted to remain on the cabin site, except as set forth in the lease, incidental to residential purposes. No building shall be used for any purpose other than the use of the cabin site.

**4.02 Condition of Site** - The premises shall be in a safe condition, as inspection by Lessor and are accepted in their present condition.

**4.03 Vehicles** - Vehicles shall be parked in roadway. Vehicles shall not be operated carelessly or in excess of posted speeds. No vehicle shall be operated at any time w. fluid - muffler - good working order. Excessive motor noise or annoying smoke are forbidden.

**4.04 Maintenance** - All lots shall at all times be kept in a clean, sanitary, and suitable condition and no trash, garbage, litter, junk, boxes, containers, trash, car machinery, implements, furniture, or other building materials shall be permitted to be or remain upon or on any lot or vehicle from any stock or grubbing or nearby pasture.

**4.05 Signs** - No signs of any kind shall be displayed to the public view in any lot in the tract except one professional sign, of not more than 10' high by 3' wide, advertising the property for sale in print, and except signs used by builder or developer to advertise the property during the construction or sales period.

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

**CABIN SITE LEASE continued****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 pets may be kept, but not for any commercial purpose. Household pets shall not be allowed to become an annoyance or nuisance to the neighborhood.

**4.08 Incineration.** Because of unpermitted incineration of trash, no individual incinerator will be permitted on any lot.

**4.09 Fires and Fireplaces.** Interior fireplaces, stoves, or other type burner must be fireproofed by use of sparkproof screens. All fires must be extinguished before leaving cabin. No fire shall be lit or maintained outside of any cabin.

**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 rented lot shall be used for any commercial purpose, except that a Lessor 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 motorbikes or motorcycle riding of any nature shall be allowed except for ingress and egress.

**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 weekend period.

**4.15 Solicitation.** There shall be no solicitation or distribution of pamphlets or circulars of any kind without the written consent of Lessor.

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

**SECTION 5. IMPROVEMENTS**

**5.01 Plans Approved.** No building shall be erected, altered, or altered on the cabin site until the construction plans for wing the location of the structure have been approved by the Lessor as to conformity with plan of development, quality of workmanship and materials, harmony of exterior design and color with existing structures, and as to 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. Wood frame stucco or simulated brick veneer 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 — each person or persons designated by Lessor.

**5.03 Completion.** Cabin must be completed from all outward appearance within one (1) 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 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 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 and identified. Lessor will then notify the Washington State Department of Natural Resources and request their standard appraisal of value. Lessor will then pay Lessee for the value of the tree before removal. Any additional expense beyond that necessary for the construction of improvements shall be paid by Lessor. The intent is to remove as few trees as possible so that the community remains 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:

"**8.04 Ownership of Sub lessee Improvements.** All buildings and improvements, excluding removable personal property, and fixtures in the cabin site (North Woods) erected by Sub-Lessee. The Sub lessee will receive ownership after expiration of this lease [master lease] or termination prior to the term of the master lease, or if the leasehold [this lease] held by the State under the provisions of paragraph 8.01, provided, however, upon the expiration of the lease [master lease], if the State is entitled to the use of said cabin site [North Woods], as a unit, then such Sub-Lessee having had a period of time as allowed by law to release from the State its sole leased area, provided further, upon the termination or expiration of this lease [master lease] or sublease [sublease] as set forth in paragraph 8.09 that as a condition of any release of the leased site or cabin site may, may either party made during the three year period following the State has acquired the sublease, Lessor to purchase the Sub lessee's [Lessee's] interest in the improvements, as allowed by law. Execution, as used in the paragraph shall be in the beginning of the term of the lease, i.e., 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 term 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 8.04 of the master lease shall be enforceable solely against the State of Washington.

**6.08 Taxes and Assessments.** The Lessor shall pay 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 and payable after the date hereof, all before such taxes and assessments become past due.

**6.09 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 non profit association of which the lessors of lots in the plat shall be members. 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 cabin on the property, docks and common areas and improvements thereon (if any), as well as other community functions which may be determined by its members. The owner(s) of lots in the plat 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 duties of the Association. Said dues shall commence at the time 80 lots are issued. It is understood and agreed that Lessor shall not be held liable to fulfill all duties, responsibilities and functions of the North Woods Association until fifty (50) lots in the North Woods are issued. At that time Lessor shall call a meeting of all Lessees for the purpose of forming said Association.

## SECTION 6. UTILITIES

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

**6.02 Reservation.** Lessor reserves to itself and to his successors and assigns easements in, over, and along all roads and other common areas in the tract for any utility whether presently installed or not. In addition, an easement is reserved in an area five (5) feet by ten (10) feet wide center of each lot to be selected by Lessor adjoining the road, for electric transformer vault and the telephone and power service pedestal if any. And the assignment of the lease as to each individual lot shall be subject to the right to cross over or under the same along the above 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 existing backwash water system for 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 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 all Lessor's rules and regulations and all applicable Federal, State, County, and Municipal laws, rules and regulations relating to all activities contemplated under the lease, including but not limited to, use in public, 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.** Lessor hereby agrees to assume all risk of, and indemnify and hold harmless, and at the Lessee's expense, defend the Lessor from and against any claims, law, cost, legal actions, liability or expense on 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 whomsoever it may belong, or incident to or leased to property of the Lessor which might result from Lessee's activities on the leased property. The Lessor further agrees to indemnify and save harmless the Lessor from any loss, cost, suit or expense resulting from Lessor's failure to comply with any of the provisions of any applicable laws, rules or regulations.

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

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

(b) Liability and property insurance covering Lessor and Lessee against all liability for damages to persons or property caused by the maintenance, use or occupancy of the leased premises, by reason of the conduct of any activity carried on therein. Such insurance policies issued by a responsible company or companies satisfactory to Lessor in amounts not less than the following minimum:

(1) Bodily injury to or death of one person, \$50,000.00,

(2) Bodily injury to or death resulting from one accident to two or more persons, \$10,000.00, and

(3) property damage, \$1,000.00.

Lessee shall deliver to Lessor certificate and copy of the evidence of insurance and further provide with the company or companies for thirty (30) days, before each renewal to Lessor.

**7.04 Assignment.** Without the prior written approval of Lessor, Lessor shall not assign this lease or any interest therein, or sublet, and no heir, executors, administrators, trustees, or lessees in bankruptcy or other arrangement by operation of law shall assign or sublease without such written consent.

**7.05 Waiver.** Any waiver by the Lessor of any provision hereof must be in writing, and any of the covenants, conditions, restrictions in this lease may be waived, varied, 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, injunction or appeal is brought to collect the rent due or to become due, or to become the burden, or any portion thereof, to the prosecution of an action, or to enforce compliance with this lease, or for failure to observe any of the covenants of the lease, or of the property, shall be entitled to recover such sum as the court may award, reasonable attorney's fees from another, judgment, execution or appeal therefrom in addition to such other relief granted by the Court.

**7.07 Condemnation.** The parties hereto shall meet and pay taxes or claims in paid or avoided by reason of any taking, condemnation or acquisition during the term of this lease, or otherwise, there is less than a year, whether or not by litigation, by any authority, person or corporation, whether public or private, or title to an interest in all or any part of the premises.

**7.08 Reservoir Level.** The Lessor acknowledges by signing the lease that Pacific Power and Light Company has the right to regulate the waters of said Reservoir at any time within the boundaries of Federal Power Commission License No. 2111 as granted. The Lessor will waive all claim to damages or loss and shall indemnify Pacific Power and Light Company, the State of Washington, Lessor or their successors, from any claim or claim arising from fluctuation in reservoir level or impairment of reservoir, or any damage to the reservoir or shore line or floating forests.

**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 Enforceability 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 reservations, restrictions or covenants hereof, the Lessor or any lessee 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 lessees of the property, any structures or erections in violation of this provision hereof, to recover damages for any such violation or attempted violation of the provisions hereof and to prosecute any proceeding at law or in equity in the enforcement of the aforesaid covenants in any Court having jurisdiction of such cases.

**7.11 Reservations on Land.** All of the reservations, 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 so, corporation assumes the obligations of Lessee hereunder. Lessee shall thereby be released of and relieved from any and all obligations under this lease.

## 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 thereunder, 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:

445 Lincoln Avenue, Whidbey Island, Washington 98293

**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, 1976. The master lease provides that in the event it is terminated for any reason whatsoever, prior to the lease termination date, the termination shall operate as an assignment to the State of Washington of this lease together with the non-terminated right of the State to receive payment of the rents herein provided from the date of said assignment.

**8.03 Failure to Provide Property Report.** Lessor 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 Lessor 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 Lessor has received the property report and inspected the lot or lots to be leased in advance of signing the lease and acknowledges by his signature that he has made such inspection and has read and understands such report.

Lessor shall have the option to void this lease if he does not receive a property report prepared and pursuant to rules and regulations of the Oregon Subdivision Control Law, ORS 92.210 - 92.890 in advance of his signing the lease.

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

**8.04 Easements.** As shown on the plat of "The North Woods", 20 feet easements are reserved to the Lessor and its assigns on the water front portion of Lots 16, 17, 18, 19, 20, 21, 22, and 23 for purposes of community boat docks. Said easements shall not be used by the above lots for developing their own shore end docks providing such facilities do not interfere with the traffic pattern of the community dock system.

Four foot easements are reserved to the Owner and the public on the southerly lot line of Lot 19, and the northerly lot line of Lot 18 for access to the water front. Said public easement is subject to boat dock installation desired by Lessor that additional boat docks are required. The driveway is subject to easement.

IN WITNESS WHEREOF, the parties have executed this Agreement, this 1st day of January, 1976.

, 1976

WATERFRONT RECREATION, INC.

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

LESSOR

LESSEE

YOU HAVE THE OPTION TO VOID YOUR CONTRACT OR AGREEMENT BY NOTICE TO THE SELLER IF YOU DID NOT RECEIVE A PROPERTY REPORT PREPARED PURSUANT TO THE RULES AND REGULATIONS OF THE OFFICE OF INTERSTATE LAND SALES REGISTRATION, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, IN ADVANCE OF, OR AT THE TIME OF YOUR SIGNING THE CONTRACT OR AGREEMENT IF YOU RECEIVED THE PROPERTY REPORT LESS THAN 48 HOURS PRIOR TO SIGNING THE CONTRACT OR AGREEMENT, YOU HAVE THE RIGHT TO REVOKE THE CONTRACT OR AGREEMENT BY NOTICE TO THE SELLER UNTIL MIDNIGHT OF THE THIRD BUSINESS DAY FOLLOWING THE CONSUMMATION OF THE TRANSACTION. A BUSINESS DAY IS ANY CALENDAR DAY EXCEPT SUNDAY AND THE FOLLOWING BUSINESS HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, VETERANS' DAY, THANKSGIVING AND CHRISTMAS.

I (we) hereby acknowledge that prior to the signing of this lease, I (we) have received, read, and understand the PROPERTY REPORT prepared pursuant to the rules and regulations of the U.S. Department of Housing and Urban Development (Office of Interstate Land Sales Registration) and the PROPERTY REPORT prepared pursuant to rules and regulations of the Oregon Subdivision control law (ORS 92.210 - 92.890). I (we) also acknowledge that I (we) have inspected the lot to be leased.

LESSEE