

5700

ASSIGNMENT OF LEASE

AGREEMENT made this 31st 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

Cabin 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 31st 1977
Date

April 16, 1977
Date

April 16th 1977
Date

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

Greg West
Greg West - Assignee

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 [Signature]
President

By _____
Secretary

STATE OF WASHINGTON
COUNTY OF KANAWHA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF RECORD FILED BY
[Signature]
AT _____
WAS RECORDED IN BOOK _____
OF _____ AT _____
RECORDS OF KANAWHA COUNTY, WASH.
COUNTY AUDITOR
BY _____ DEPUTY

REGISTERED
INDEXED: 11
RECORDED
COMPARED
MAILED

WATER FRONT PLEASANTON, CALIFORNIA

consideration of the premises to be purchased hereunder to the satisfaction of the Lessor.

hereinafter called Lessee, to the Lessor, for the term of years and conditions stated below.

Cabin site number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

SECTION 1. OCCUPANCY

1.01 Term. The term of this lease shall be for the term of years, and shall terminate on June 1, 1971, and shall be subject to the provisions of this lease.

1.02 Master Lease. The term of this lease shall be for the term of years, and shall terminate on June 1, 1971, and shall be subject to the provisions of this lease.

1.03 Master Lease. The term of this lease shall be for the term of years, and shall terminate on June 1, 1971, and shall be subject to the provisions of this lease.

SECTION 2. RENTALS

2.01 Basic Rental. The Lessee shall pay the sum of

Dollars

per month, payable in advance, on the first day of each month, to the Lessor, and shall be subject to the provisions of this lease.

2.02 Rent Adjustment.

The rent shall be subject to adjustment in the event of a change in the value of the property, and shall be subject to the provisions of this lease.

The Lessee shall be responsible for the payment of all taxes and assessments on the property, and shall be subject to the provisions of this lease.

SECTION 3. CONSTRUCTION OF BUILDINGS

3.01 Description. The buildings to be constructed on the property shall be of the type and design specified in the plans and specifications attached hereto, and shall be subject to the provisions of this lease.

3.02 Post Date. The buildings shall be completed by the date specified in the plans and specifications attached hereto, and shall be subject to the provisions of this lease.

SECTION 4. USE OF SITE

4.01 Permitted Use. The buildings shall be used for the purposes specified in the plans and specifications attached hereto, and shall be subject to the provisions of this lease.

4.02 Condition of Site. The property shall be in the condition specified in the plans and specifications attached hereto, and shall be subject to the provisions of this lease.

4.03 Vehicles. Vehicles shall be parked on the property in the manner specified in the plans and specifications attached hereto, and shall be subject to the provisions of this lease.

4.04 Maintenance. The buildings shall be maintained in the condition specified in the plans and specifications attached hereto, and shall be subject to the provisions of this lease.

4.05 Signs. Signs shall be placed on the property in the manner specified in the plans and specifications attached hereto, and shall be subject to the provisions of this lease.

4.06 Nuisance. No noise or other disturbance shall be caused by the buildings, and shall be subject to the provisions of this lease.

SECTION 6. UTILITIES

6.01 Sewage. Individual sewage disposal systems installed by Lessee must be designed, located, and constructed 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 areas in the tract for any utilities whether presently installed or not. In addition, an easement is reserved in an area five (5) feet by two (10) feet across center of each lot (to be selected by Lessor) adjoining the road, for electric transformer vault and/or telephone and power service pole(s) 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 subdivision.

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 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 the lease, including but not limited to, use in public or private places, parking, fire and conservation of fire, public health, and pollution of streams or lakes, and to assume all obligations hereby 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 shall be deemed to assume all risk of, and indemnify and hold harmless, and at the Lessee's expense, defend the Lessor from and against, any claims, damages, loss, 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 in any way, 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 save harmless the Lessor from any loss, cost, and 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 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 premium 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 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 amounts not less than the following minimums:

- (1) Bodily injury to or death of any one person, \$10,000.00.
- (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 receipt endorsements and 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 have, whether sole or shared, the right to sublet or otherwise assign 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 amended, 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, or proceeding 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 this lease, or for failure to receive any of the payments of the lease, due to or on account of the property, to recover such sum as the court may award, reasonable attorneys' fees in an action, suit, or proceeding or appeal therefrom in addition to such other relief granted by the Court.

7.07 Condemnation. The parties hereto shall release any claims or damages paid or awarded by reason of any taking, condemnation or expropriation during the term of this lease, as the case may be, whether or not by litigation, by any authority, person or corporation, whether public or private, or to be interested in all or any part of the premises.

7.08 Reservoir Level. The Lessee acknowledges 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 or its successor. The Lessee shall waive all claims or damages and shall indemnify Pacific Power and Light Company, the State of Washington, Lessor or their successors, if any, against any claim or claim arising from fluctuation in reservoir level or impairment of recreational use of the reservoir or shoreline or bottom thereon.

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 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, in whole or in part, at the expense of the offending lessee or lessors of the property, any structures or erections in violation of the provisions 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 to the enforcement of the aforesaid remedies 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, a corporation assumes the obligations of Lessee hereunder. Lessor shall thereby be released 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 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

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, 1975. 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 date 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 inspected the same 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 understood such report.

Lessee 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 - 92.290 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 of the death of either party, the liability of such persons hereunder shall be joint and several.

8.04 Easements. As shown on the plat of "The North Woods" 20 foot easements are 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 community boat docks. Said easements shall not amount to loss of the above lots from developing their own shoreline docks providing such facilities do not interfere with the traffic pattern of the community dock system.

Five foot easements are reserved to the Lessor and its assigns on the southerly lot line of Lot 16, and the northerly lot line of Lot 17 for access to the boat docks and boat moorings, as necessary to boat docks if it is determined by Lessor that additional boat docks are needed at any time. The above easements are reserved.

IN WITNESS WHEREOF, the said parties executed this lease in duplicate, this _____ day of _____, 1975.

WATER FRONT 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 DO 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 - 92.290. I (we) also acknowledge that I (we) have inspected the lot to be leased.

LESSEE