

ASSIGNMENT OF LEASE

This agreement made and entered into this 1st day of
October, 1977, by and between JAMES V. GIPE and
NAOMI A. GIPE, husband and wife, hereinafter referred to as
assignor and VIRGIL F. NELSON and BEATRICE B. NELSON, husband
and wife, hereinafter referred to assignee.

In consideration of the mutual covenants contained herein
and for other good and valuable consideration, JAMES V. GIPE
and NAOMI A. GIPE, husband and wife, of North Woods Cabin Sites,
Cougar, Washington, assignor herein and leasee of those certain
premises described as follows:

Water recreational cabin and other appurtenances
located on and mortgagors interest in cabin site
No. 181 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.

which were demised by Water Front Recreation, Inc., a Washington
corporation, to JAMES V. GIPE and NAOMI A. GIPE, husband and
wife, under that certain lease agreement entered into on the
26th day of September, 1976, a copy of said lease being attached
hereto as Exhibit "B" and incorporated herein by this reference,
do hereby assign said lease to the assignee subject to all
the terms and conditions thereof and assignee accepts the
assignment and shall perform all the terms and conditions thereof,
including payment of all rent required by the provisions of said
lease.

In witness whereof, the parties have executed this assignment
the day and year above written.

James V. Gipe
James V. Gipe, assignor

Virgil F. Nelson
Virgil F. Nelson, assignee

Naomi A. Gipe
Naomi A. Gipe, assignor

Beatrice B. Nelson
Beatrice B. Nelson, assignee

STATE OF WASHINGTON)
ss
COUNTY OF Clallam)

This is to certify that on Dec 14, 1977, 1977,
personally appeared before me JAMES V. GIPE and NAOMI A. GIPE,
his wife, to me known to be the individuals who executed the
foregoing instrument, and they acknowledged the same as their
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 written.

Notary Public
Notary Public in and for the State
of Washington, residing at C. 111

STATE OF _____)
ss
COUNTY OF _____)

This is to certify that on Dec 14, 1977, 1977,
personally appeared before me VIRGIL F. NELSON and BEATRICE B.
NELSON, his wife, to me known to be the individuals who executed the
foregoing instrument and they acknowledged the same as their
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 written.

Notary Public
Notary Public in and for the State
of _____, residing at _____

BOOK 5

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EXHIBIT 1

81

NOTES

A RECAPTURE OF ELEMENTS PLEASE JOURNALIZE
EXTRACTS FROM THE MINE RECORDS DATED WITH DOWNTIME
ALL RECORDS OF EXTRCTIONS OF APPURTENANCE AND CONSTRUCTS
ARE MAINTAINED DOWNTIME. THESE RECORDS ARE USED FOR USE IN CHARGE OF APPURTENANCE
LATERAL

1. PUFF IT OUT HERE
2. INSPECTIVE FORM AS NOT TO
3. INSPECTIVE FORM AS NOT TO

THE MAP CORRECTLY REPRESENTS A SIGHT MADE BY ME ON
OCEANIC SECTION IN THE MANNER WITH THE REQUIREMENT
IN THE SIGHT'S REFILE. THAT IS THE HIGHEST POINT
WATERFINDING REFILED IN THE SIGHTS.

THE NORTHWOODS

GOVERNMENT LETTERS 4-54
SEE 25TH MAY 1944
SHAMROCK COUNTY, MONT. MTS.



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CABIN SITE LEASE

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

Consideration of the rents to be paid and covenants to be performed by

Grantor, called **Lessor**, leases to **Lessee** the following described cabin site on the terms and conditions stated herein:

Cabin site number 187 of the North Woods as shown in red on Exhibit "A" attached hereto (all distances being approximations), being part of Government Lot 4 and 8, Section 26, Township 7 North, Range 8 East, W.M., Shasta County, Was ungranted, SUBJECT, however to an assignment for right of way for access road acquired by the United States of America, United States Forest Service.

SECTION 1. OCCUPANCY

1.01 Term. This Lease is granted for the period beginning July 1, 2011, and terminating on June 1, 2025, unless sooner terminated as hereinafter provided.

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

1.03 Master Lease Incorporated. The master lease is on file with Lessor and is available for inspection. Lessor's rights hereunder are subject to all the terms, provisions, restrictions, and covenants set forth in said master lease, to which Lessor is a subscriber) and incorporated herein by reference, including, without limiting the foregoing, an agreement for right of way to an access road acquired by the United States of America - United States Forest Service and the right of the State of Washington to inspect the premises at reasonable times.

SECTION 2 RENTAL

2/11 Basic Rental. As rental for each house year, the Lessee shall pay the sum of **\$315**.
Dollars (\$ **315**). Rent shall be paid in advance on the first day of September in each
year referred to as the "anniversary date". All payments shall be made to Lessor at 528 S.W. Canyon Road,
or at such other place at which the Lessor may notify the Lessee of mailing. Rent for the fraction of any
month shall be prorated on the basis of the number of days in the month.

2.02 Rent Adjustments. Lessor may, on any anniversary date, increase the annual rental as follows:

(g) Under the master lease, Lessor is liable to the State of Washington, as increased on June 1, 1980, and at intervals of not less than ten (10) years thereafter. Lessor may increase Lessor's rental hereunder at such times as Lessor's rental under the master lease is increased. The amount of such increase that the Lessor shall be responsible for each month to pay shall equal the total rental increase under the master lease to Lessor multiplied by the Lessee's annual rental divided by the total annual rental of the Leases in the North Woods. Annual rental as used herein shall mean the total rent the Lessor is required to pay to Lessor for the year immediately preceding the year of increase. The aforesaid formula is illustrated as follows:

**Increase under master lease
to Lessor**

(b) In addition to the increase permitted by subparagraph (a) above, Lessor may at any anniversary date increase the annual rental hereunder on account of taxes and assessments against and/or property in an amount which together with prior increases on account of taxes and assessments shall not exceed the total of the amount by which such new assessments on the land covered by the lease have increased since January 1, 1970, divided by the number of years since such date on said anniversary date.

(6) Finally, every ten years beginning September 1, 1975, the annual rental will, at the option of the lessor, be adjusted to reflect the percent of increase from September 1, 1975 in the Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor; that is, the increase each year for the preceding ten years as measured as compared with the annual rental as of September 1, the same percentage as the increase in such Consumer Price Index differs from said Index for September 1, 1975.

SECTION 3. LESSOR'S CONVENTIONS

3.01 Declaration. In order to preserve the natural beauty of the North Woods, to provide for the general welfare of the citizens of the County, and for the purpose of extending to the residents thereof the greatest possible peace, enjoyment, privacy, health, and quiet, of the natural beauty of the property involved, Logan clearly states and declares that with the sole exception of 19 acres in the Mount Rainier State Forest, the following conditions, covenants, agreements and restrictions shall become and hereby make a part of all leases of land in the plot of the North Woods in the state of Washington as may be entered in the office of the County Auditor of Clallam County, Washington.

3.02 Boat Dock Lessor shall contribute \$10,000.00 towards the cost of the construction of a boat dock at the North Woods. The cost of such construction of said boat dock is not completed by the tenth day of July, 1982, Lessor may agree that half of such amount shall be contributed by Lessor. Lessor shall contribute \$6,000.00 to the cost of the construction of such dock after the completion of paragraph 5.09.

SECTION 4. USE OF SITE

4.01 Permitted Use. The cabin site shall be used only for residential purposes. No building shall be erected, placed, or permitted to remain on the cabin site other than a detached single family dwelling and its associated residential use, and the cabin site shall not be further subdivided or partitioned.

4.02 Condition of Site. The right, granted, right-of-way, or otherwise by Letter and Job accepted in record condition.

4.03 Vehicles. No vehicles shall be parked or driven in the area which shall not be operated carelessly or at excessive speeds. No vehicle shall be operated at any time which is either不合乎常理 or in poor working order. Excessive noise or annoying smoke are forbidden.

4.04 Maintenance. All lots shall at all times be kept in clean, sanitary, and wholesome condition and no trash, litter, junk, boxes, containers, refuse, machinery, unbroken lumber or other building materials shall be permitted to be or remain exposed of any lot and shall be removed from any tract in a decent and orderly manner.

4.06 Nonsense. No noxious or deleterious activity shall be carried on or occupied in the tract or on the areas where heronry thereon which may be in use as roosting or nesting places to the birds.

SECTION 5. IMPROVEMENTS continued

4.07 Animals. No animal, 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 unpleasant odor, and uncleanliness, 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 fires 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 platted 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 motorcycles riding of any nature shall be allowed except for ingress and egress.

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

4.14 Trailers and Tents. No tent, trailer, trailer, or tarpaulin being 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 for the duration of handbills or circulation of any kind without the written consent of Lessor.

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

SECTION 6. IMPROVEMENTS

5.01 Plans Approved. No building shall be erected, moved, or altered on the cabin site until the construction plans showing the location of the structure have been approved by the Lessor as to conformity with plan of development, quality of workmanship and materials, economy of cost, and compliance with existing structures, and as to location with respect to topography and fresh grade elevation. Such approval shall be in writing.

5.02 Building Materials. All buildings, carpentry, materials of log or wood frame, Wood frame shingle or simulated brick veneer construction is expressly prohibited, or, if required be of cedar shingle or shake, or of an acceptable composition - color to be approved prior to application by the Lessor or his agent or persons or persons designated by Lessor.

5.03 Completion. Cabin(s) must be started within one year from the date of the signing of Cabin Site Lease.

5.04 Tree Removal. The Lessor reserves the right to remove trees and stumps 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 event there is a tree whose diameter is over 8" at chest height must be marked by Lessor for removal suggestions. Lessor will then notify the Washington State Department of Natural Resources and request their standard appraisal value. Lessor shall pay Lessor for the value of the tree before removal. Any additional claim beyond that necessary for this construction of improvement shall be pro rata. The intent is to remove as little trees as possible to the end that the community remains intact and safe.

5.05 Lot Markers. Lessor will not be responsible for the removal of lot markers, if the lot markers are 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 owned by the Lessor outside of the cabin site.

5.07 Ownership of Improvements. Lessor reserves the right to take.

5.04 Ownership of Sub lessee Improvements. All buildings and improvements by a sub lessee (tenant in common property of the cabin site) or the cabin site (North Woods, property of the Lessee (Lessor herein)) will remain the sole property of the sub lessee (master lease), or the master prior to the time of the original lease for the cabin site. Lessor retains the leasehold title by the State under the provisions of state statute, and will however, upon the expiration of the leasehold, retain the cabin site, and the property of the cabin site (North Woods) as a lot, the cabin will be removed to another place, and the property released, if allowed by the State, or if the cabin is not removed, the cabin will be demolished. See paragraph 5.09 that as a result of any release of the cabin site, the cabin site may be sold to any other party made by the three year period following the lease, and after the Lessor is given the option to purchase the "Sub lessee" (Lessee) freehold interest in the cabin site, or as otherwise agreed by law. Expiration, the use of this paragraph shall mean the end of the month of May 31, 2029.

The parties hereto agree that the term and conditions of this paragraph will be applied as follows:

(a) That Lessor will do nothing to break this term and conditions of this lease and

(b) That Lessor's lease expires May 31, 2029. To the moment of legal expiration of this lease, all buildings and improvements, located on the cabin site, shall be the property of Lessor.

The parties hereto further agree that the buildings in paragraph 5.04, or greater area, shall be enforceable solely against the State of Washington.

5.08 Taxes and Assessments. The Lessor shall pay all annual payments of taxes and assessments, that are now charged or may become chargeable against the improvements, situated upon the cabin site, now or in the future, commencing with the taxes first becoming due and payable, after the 1st October, all before such taxes and assessments become past due.

5.09 North Woods Association. The roads on the plat and certain other common areas shall be held in the name of The North Woods Association, incorporated association, in which the lessees of lots in the plat shall be members. Said Association shall be responsible for clean maintenance and repair of roads, an entire water system (including but not limited to water systems serving lots) areas on the premises, docks and common areas, and improvements (if any), as well as other community facilities which may be given by its members. The owners (Lessees) of lots in the tract 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 cost 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 is, and it is hereby obligated to fulfill all duties, 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.

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 its successors and assigns easements along all roads and other common areas in the plot for any utility which they presently installed or not, 10 feet (10') wide, for access and maintenance if reserved in an area five (5') wide by ten (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 easement to each individual lot will be subject to the right to cross over under the same along the lot lines, with utility lines such as may be necessary in the development of this subdivision or adjoining subdivisions.

6.03 Water. Each cabin - te box 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 lessor 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 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 or lease, including but not limited to, use of public or private roads, parking, fire and prevention of fire, public health, pollution of streams or lakes, and the maintenance of quiet, orderly, unobtrusive conduct upon the Lessor's property and when at any time breed or keep animals, pets, or fowl on the property of the Lessor.

7.02 Indemnification. Lessee hereby agrees to become, at risk of, and indemnify and hold harmless, at the Lessor's expense, defend the Lessor from and against any and all claims, liability or expenses, in respect of personal injury to or death of, or damage to, or destruction of, including but not limited to, employees of the lessee or damage to or destruction of property to whom ever belonging, occurring but not related to property of the Lessor which might result from Lessor's negligence or carelessness. The Lessor further agrees to indemnify and save the Lessor from any loss, cost and/or expenses resulting from its failure to comply with any of the provisions of any applicable laws, rules or regulations.

7.93 Insurance. Except as otherwise provided, liability and liability insurance as follows:

(b) For and carry by self-propelled vehicles, or least to cover the replacement cost of any equipments upon the loaded vehicles, but it may not be carried by a non-combustible company or companies, but between and the cost of replacement as such vehicles, and according to the cost of its operation for thirty days, or one-half of a year.

that a court of law will award damages for damage to a company's reputation or goodwill.

111. Bodily injury to third parties - \$10,000.00
112. Bodily injury to employees - \$10,000.00

Finally, the *Surgeon General's Report on Smoking and Health* (1964) was the first document to link smoking and health problems.

7.04. Assignment: Within the next two weeks, evaluate your family's financial situation and make a budget plan.

7.05 Waiver. Any provision of these terms and conditions which purports to limit or exclude liability for death or personal injury resulting from negligence will be void, and any such provision will be given no effect.

705 Attorney's fees. The attorney's fees and expenses incurred by the Plaintiff in bringing

7.07 Condemnation The City may condemn any property or interest in property for any public purpose by proceedings in the manner provided by law.

208 Regulator Law - The Company has been granted the right of a Merchant License to sell electric power by Pacific Power and Light Company, the State of Washington.

7.09 Validity of Provision. The provisions of this lease are valid.

7.10 Enforcement of Existing Laws The Company may bring legal action against the parties against whom the above-mentioned are breached, and may seek injunctions or other remedies for any of the infractions, violations or disregard of such laws, rules, regulations, codes, standards, practices, policies, or any other requirements of the Company or of the Government, or any other authority, or any other person, which may have the right to compel performance by the Company of its obligations under the agreement, or the payment of the amount of the damages or losses of the Company arising from any such infraction or violation or disregard of the provisions of the agreement, including damage for any such violation or attempt to violate the provisions hereof and to prosecute any criminal proceeding for the infraction of the aforesaid provisions in any Court having jurisdiction over such cases.

7.11 Reservations on Land. At all times during its ownership, no covenants, agreements and restrictions shall run with the land and shall be binding on the owner of the property created for by and all parties and persons claiming under them and on all acreage within the tract.

7.12 Assignment: With written consent of Lessor, Lessee may assign this lease or land, Lessor may assign this lease to a third party, and if such assignment is made, the rights and obligations of Lessor heretofore, Lessor shall thereby be relieved of responsibility for the performance of the obligations of Lessee.

CABIN SITE LEASE continued

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 Lessor shall nevertheless be liable to the Lessee 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, 2025. The master lease provides that in the event it is terminated for any reason whatsoever, prior to the lease termination date, such termination shall operate as an assignment to the State of Washington of this lease together with the unrestricted right of the State to receive payment of the rents herein provided from the date of said assignment.

8.03 Failure to Provide Property Report. Lessees 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 acknowledged 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 Residential Contract Law ORS 92.230 - 92.390 in advance of his signing this lease.

Each and every provision of this lease shall bind and shall move 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 plan of "Lots with Woods," 29 foot easements are reserved to the Lessor and his assigns on the water front portions of Lots 1, 12, 18, 19, 20, 21, 22, and 23 for purposes of common boat dock. Said easements shall not prevent a user of the above lots from developing their own shore side docks, provided such facilities do not interfere with the boat traffic of the common boat dock system.

Five foot easements are reserved on the east end of Lot 10 on the southwesterly lot line of Lot 10, and the northerly lot line of Lot 11 for access to the water front and also for general pathway to boat dock if it is determined by Lessor that additional boat docks are needed to serve the Fort Woods community.

IN WITNESS WHEREOF, the parties hereto have signed this lease agreement this 27th day of

September, 1976

WATERFRONT RECREATION INC.

By _____, President

By _____, Secretary

LEASOR

LESSEE

YOU HAVE THE RIGHT TO VOID YOUR CONTRACT IF AND WHEN YOU DETERMINE 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, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, IN ADVANCE OF, OR AT THE TIME OF YOUR SIGNED 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 DAY OTHER THAN SUNDAY AND THE FOLLOWING BUSINESS HOLIDAYS: NEW YEAR'S DAY, VALENTINE'S DAY, MARCH 1ST, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, VETERANS' DAY, THANKSGIVING AND CHRISTMAS.

I, the lessee, hereby acknowledge that prior to the signing of the lease I have read, understood, 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 PROPRIETORSHIP AGREEMENT pursuant to rules and regulations of the Oregon Residential Contract Law ORS 92.230 - 92.390, and further acknowledge that I have inspected the lot to be leased.

in Dijl

LESSEE