

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 easement along all roads and other common areas in the plat for any utilities whether presently installed or not. Easement is reserved in an area five (5) feet by ten (10) feet in one corner of each lot (to be selected by Lessor) for electric transformer vault and/or telephone and power service pedestals if any. And to each individual lot shall be subject to the right to cross over or under the same along the lot line. 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. Lessee shall receive water from the water system supplying the North Woods and further agrees to pay Lessor for connection to said system.

6.04 Maintenance. The lessee shall bear the responsibility and expense of furnishing, filling, and maintaining each underground trench or other digging upon such cabin site which is necessary for connections or facilities to serve such cabin site.

SECTION 7. MISCELLANEOUS

7.01 Lessor's Duties. Lessee agrees to comply strictly with the Lessor's rules and regulations, applicable Federal, State, County, and Municipal laws, rules and regulations relating to all activities on the lease, including but not limited to, use of public or private roads, parking, fire and prevention of fire, pollution of streams or lakes, and to assume all obligations thereby imposed upon the Lessor. Lessor may enter the site and cabin at any time to determine compliance with the terms of this lease.

7.02 Indemnification. Lessee hereby agrees to assume all risk of, and indemnify and hold the Lessor harmless at the Lessee's expense, defend the Lessor from and against, any claims, loss, cost, legal actions, liability, account of personal injury to or death of any persons whomsoever, including but not limited to employees, or damage to or destruction of property to whomsoever belonging, including but not limited to property which might result from Lessee's activities on the leased premises. The Lessee further agrees to indemnify the Lessor from any loss, cost, suit or expense resulting from Lessee's failure to comply with 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 providing thirty (30) days' notice of cancellation to Lessor.

(b) Liability and property insurance insuring Lessor and Lessee against all liability for injury to person or property caused by the maintenance, use or occupancy of the leased premises or by any negligent activity carried on therein. Such insurance shall be carried by a responsible company or companies satisfactory to Lessor in amounts not less than the following limits, namely:

- (1) Bodily injury to or death of any one person, \$5,000.00;
- (2) Bodily injury or death resulting from any one accident to two or more persons, \$10,000.00;
- (3) property damage, \$1,000.00.

Lessee shall deliver to Lessor certificates and receipts evidencing said policies of insurance and shall 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, and no heir, executor, administrator, receiver, trustee in bankruptcy or other assignee by operation of law shall assign or sublease without such written consent.

7.05 Waiver. Any waiver by the Lessor of any provisions hereof must be in writing and signed by the Lessor. No oral waiver, conditions, restrictions, in this lease may be annulled, waived, changed, or modified with respect to the performance of said property by Lessor at any time.

7.06 Attorneys' Fees. In the event any action, suit, proceeding or appeal therefrom is brought by either party for the rent due or to become due hereunder, or any portion thereof, or to get possession of said premises, or for compliance with this lease, or for failure to observe any of the covenants of this lease, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees to be allowed in said suit, action, proceeding or appeal therefrom in addition to such other relief granted by the Court.

7.07 Condemnation. The parties hereto shall receive any sums or damages paid or awarded by reason of any taking, condemnation or acquisition during the existence of this lease as their interests therein shall then appear, whether or not by litigation, by any authority, person or corporation, whether public or private, of any title to or interest in any part of the premises.

7.08 Reservoir Level. The Lessee acknowledges by signing this lease that Pacific Northwest Light and Power 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 as amended. The Lessee shall waive all claims or damage and shall indemnify Pacific Northwest Light and Power Company, the State of Washington, Lessor or their successors, if any, against any claim of damages resulting from fluctuation in reservoir level or impairment of recreational use of the reservoir or shoreside or floating facilities.

7.09 Validity of Provisions. The determination of any Court that any provisions of this lease are invalid, unenforceable 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 the parties, if the parties or either of them, shall violate or attempt to violate any of the provisions, restrictions, covenants or conditions hereof, the Lessor or any lessee of land in the tract, shall have the right to enjoin the performance of such non-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 the provisions hereof, to recover damages for any such violation or attempt to violate the provisions hereof and to prosecute any proceedings at law or in equity in furtherance of the said remedies in any Court having jurisdiction of such cases.

7.11 Reservations on Land. All of the reservations, conditions, covenants, agreements and restrictions hereof 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 Lessor's right to sell or assign this lease or land, Lessor may assign this lease to a corporation, and if said corporation assumes the obligations of Lessor hereunder, Lessor shall thereby be released and relieved from any and all obligations under this lease.