

ASSIGNMENT OF LEASE WITH CONSENT OF LESSOR

misceary note

pay to JAMES GIPE and NEOMI GIPE, husband and wife, assignors

the state and lessees of premises described as follows: SS

COUNTY OF CLARK

Cabin Site No. 40, of the North Woods as shown in

red on Exhibit "A" attached hereto (all distances

being approximately), being part of Government

Lots 4 and 8, Section 26, Township 26 North, Range

6 East, W.M. Skavania County, Washington,

SUBJECT, however, to an easement for right of way

for access and acquired by the United States of

America, United States Forest Service.

deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL this 29th day of

notice to Water Front Recreation, Inc., a corporation to ROBERT A.

SHOMMAN, a single man, and subsequently assigned by ROBERT

on corporation, a single man, to JAMES GIPE and NEOMI GIPE,

to the assignment, husband and wife, on the 27th day of October, 1977, and

JAMES GIPE and NEOMI GIPE, husband and wife, do hereby

assign said lease to JOHN LANCASTER and DEAN LANCASTER,

husband and wife, subject to all terms and conditions thereof,

including the payment of all rent required by this assignment

of the lease. Neither this assignment nor the acceptance of

STEP rent by lessor from assignee pursuant to this agreement

shall release, relieve or in any manner modify the obligation

of assignor under the terms and conditions of the lease

or assignor under the terms and conditions of the lease

Assignee 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.

JOHN LANCASTER and DEAN LANCASTER, husband and wife,

acknowledge that simultaneously with the execution of this

assignment

and lessee

JAMES GIPE and

Eighteen (18)

and future assign

husband and wife

the payment of

and conditions of

the leasehold inter

shall automatically

assignees.

WATER FRONT RECREATION

lessor under the lease

Notary Public in and for the

State of Washington, residing

at Vancouver.

JAMES GIPE

JOHN LANCASTER

Notary Public in and for the

State of Washington, residing

at Vancouver.

Page 1 - ASSIGNMENT OF LEASE

consideration of the rents to be paid and covenants to be performed by ROBERT A. SHOWMAN,

hereinafter called Lessor, leases to Lessee the following described: Lot 1 to 6, the terms and condition, stated herein

Cable file number 440 of the North Woods is shown in red on Exhibit "A" attached hereto (all distances being approximations), the riparian of Government Lots 4 and 8, Section 26, Township 7 North, Range 6 East, 1st Principal Meridian, Grant County, Washington. SUBJECT, however, to an easement for right of way for a road acquired by the United States of America, United States Code 5 Service.

1.01 Term. This Lease is granted for the period beginning Sept 15, 1973 ~~40~~ and terminating on June 1, 2025, unless sooner terminated as hereinafter provided.

1.02 **Muster Lease.** Pursuant to the above recited Lease, an order of lease hereinafter referred to as the "master lease," dated August 11, 1970, from the Secretary of the Interior, acting by and through the Department of the Interior, to the Bureau of Land Management, Department of the Interior, for the purpose of leasing certain lands in the State of Alaska, to the Alaska Department of Natural Resources.

§ 03. Master Lease hereinafter created. The master lease hereby granted by the lessor and is available for inspection at the office of the county auditor, and the same shall be subject to the provisions of said act. The terms of which Lessee is a sub-lessee and much as it is hereby agreed that the foregoing agreement for right of way for an access road, owned by the United States Forest Service, and the right of the State of Washington to inspect the same, shall be subject to the

201 Basic Rental. As a rental for each two-year term, Lessee shall pay the sum of **Four Hundred &**

no/100 ----- Dollars (\$ 4400.00) 1. Rent shall be paid in advance on the first day of 5th month in each year, hereinafter referred to as the "anniversary date". Monthly rent shall be paid to the Landlord at 0650 S.W. Canyon Road, Corvallis, Oregon, or at such other place at which the Landlord may be found in writing. Rent for the fraction of any lease year shall be pro-rated. The lease year shall be from May 1st to April 30th, then beginning August 1st.

2.0% Rent Adjustments. Leasehold improvements shall be amortized over the term of the lease, and the monthly rental shall be adjusted by 2.0% for each year of the term of the lease, commencing on the first anniversary of the commencement date of the lease, and thereafter on each anniversary of the commencement date of the lease, until the expiration of the term of the lease. The monthly rental shall be adjusted by 2.0% for each year of the term of the lease, commencing on the first anniversary of the commencement date of the lease, and thereafter on each anniversary of the commencement date of the lease, until the expiration of the term of the lease.

[illegible]

(b) In addition to the increase permitted on the basis of the number of units of any commodity, the increase in the annual rental allowance for a commodity shall be based on the increase in the number of units of that commodity which, together with unit increases on all commodities, will result in a total of the amount by which taxes and assessments on the land covered by the increase have been increased for that year, divided by the number of units provided for in the annual survey date.

(c) Finally, every time a Supplier's payment to the Lessor is made, the amount of the Lessor's debt to the Supplier shall be reduced by the amount of the Supplier's payment. The Supplier's payment shall be adjusted to reflect the percentage of the Supplier's payment that is not subject to the Lessor's right of set-off. The amount of the Supplier's payment shall be adjusted to reflect the percentage of the Supplier's payment that is not subject to the Lessor's right of set-off. The amount of the Supplier's payment shall be adjusted to reflect the percentage of the Supplier's payment that is not subject to the Lessor's right of set-off.

[illegible]

3.02 Boat Dock. Lessor shall construct a boat dock for the common use of residents of the North Woods. In the event construction of said boat dock is not completed by 12/31/2012, it is hereby agreed that portion of such construction Lessor shall contribute \$5,000 towards the cost of construction. The cost of construction shall be as described in Item 3.01.

4.01 Permitted Use: This email and any of the content herein is intended for the named addressee only. No inactivity shall be

4.01 Permitted Use: The use of the building for office and/or professional use only. No building shall be erected, altered, placed, or permitted to remain on the site for any other detached single family dwelling and/or building incidental to residential use, and the use of the building shall be limited to building lots.

4.02 Condition of Site. The property is shown in the attached map prepared by Lussier and is a portion of the lot described in the plat.

4.03 Vehicles. No vehicles shall be used as a means of transport of all or part of operational machinery at any place of public use. No vehicles shall be used for any purpose that is in violation of any applicable law or ordinance, or that is in violation of any posted or working order. Excessive motor noise or annoying smoke are forbidden.

4.04 Maintenance. All materials shall be stored in a clean, dry, and well-ventilated area, and shall be protected from moisture, dirt, and other contaminants. All materials shall be stored in a manner that allows for easy access and removal.

4.05 Signs. No sign, or sign that features the above information, may be placed on any lot in the tract except on professional signs that inform that (1) the lot is for sale, (2) the sign is placed by a duly licensed salesperson, and (3) the sign is placed in compliance with the applicable rules of the state real estate salesperson.

3.06 Nuisance. The municipality shall not be liable for any damages or costs incurred by a claimant as a result of any nuisance created by a claimant or any person acting on behalf of the claimant. The municipality shall not be liable for any damages or costs incurred by a claimant as a result of any nuisance created by a claimant or any person acting on behalf of the claimant.

PAGE ONE - CABIN STEEL CLASH

SECTION 6 UTILITIES

6.01 Sewage. Individual sewage disposal systems installed by a licensee 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 drill and to install in, under and along all roads and other common areas in the plot for any utility, whether the utility installed or not. In addition, an easement is reserved in an area five (5) feet by ten (10) feet in width to be selected by Lessor for installing and maintaining the road, for electric transformer vault and/or telephone and/or cable required by any. And the assignment of the lease and to each individual lot shall be subject to the right to cross, use and enter the same along the lot lines, with utility lines and such may be necessary in the development of this subdivision and other utility subdivisions.

6.03 Water. Each column site has or will be furnished water at or near the lot line. Each leasee agrees to receive water from the water system supplying the North Waco 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 enclosure, from such abutment which is necessary for any utility connections or facilities to serve such abutment.

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, orders, regulations, relating to all activities contemplated under this lease, including but not limited to, use of, discharge or presence of, pollutants and prevention of fire, public health, and pollution of streams or lakes, and to assume all obligations, liability and cost under the Lessor's Lessor may inspect the site and obtain at any time to determine compliance with the terms of this lease.

7.02 Indemnification. Lessee hereby agrees to indemnify, defend and hold harmless, and at the Lessor's expense, defend the Lessor from and against all claims, losses, costs, damages and/or account of personal injury to or death of any persons whomsoever (including but not limited to employees of the Lessor or damage to or destruction of property to whomsoever) but not an employee but not limited to property of the Lessor, which might result from Lessee's activities in the leased premises. The Lessor further agrees to indemnify and see through the Lessor for any loss, cost, suit or expense resulting from the Lessor's failure to comply with any of the provisions of any applicable laws, rules or regulations.

7.03 Insurance. Lessee shall obtain fire, theft, and liability insurance as follows:

(c) Fire and casualty insurance or a combination thereof to cover the replacement cost of any or all improvements upon the leased premises. Such insurance shall be provided by a responsible company or companies, satisfactory to Lessor and the policy or policies shall be endorsed to provide for the Lessor's provision for thirty (30) days' notice of cancellation to Lessor.

[illegible]

- (1) Bodily injury to or death of any one person: \$500,000 (per person)
- (2) Bodily injury or death resulting from one accident to two or more persons: \$10,000,000 (per accident)
- (3) Property damage: \$100,000 (per occurrence)

Lesson shall deliver to Lessor confidential and proprietary information and trade secrets of Lessor and for the period of time specified in the schedule attached hereto, to the company or companies for the purpose of the development of the product.

[illegible]

7.05 Waiver. Any waiver by the Lessor of any provision herein must be in writing and one of the co-signants, conditions, restrictions, or this lease may be amended, modified, terminated or prohibited with respect to all or any portion of said property by Lessor at any time.

Attorney's Fees. In the event any suit, suit, proceeding or appeal therefrom is brought to collect the rent due or to become due hereunder, or any portion thereof, or to compel possession of said premises, or to enforce 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 attorney's fees, costs allowed in said suit, action, proceeding or appeal therefrom in addition to such other relief granted by the Court.

1.07 Condemnation. The parties hereto, jointly or severally, are not to be awarded or receive of any taking, condemnation or expropriation during the existence of this agreement, and if threatened, the same shall then be a breach, whether or not by litigation, by any authority, no matter how empowered, whether public or private, of any title to or interest in all or any part of the premises.

7.00 Reservoir Level. The Licensee shall be liable for keeping this issue that Pacific Power and Light Company has the right to fluctuate the waters of Lewis and Clark at any time within the provisions of Federal Power Commission License No. 2111 or as amended. The Licensee shall be liable for any damage and shall indemnify Pacific Power and Light Company, the State of Washington, its agents or their successors in any manner any claim of damage arising from fluctuation in reservoir level or impairment of beneficial use of water or of any assets 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 provisions hereof.

7.10. Enforcement of Restrictions. Where 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 lesser of them shall have the right to compel performance or compliance with the provision hereof, to abate or to seek or to procure the performance of the offending lessee or lessees, or any structures or fixtures in violation of the provisions hereof, or to seek or to procure the removal of the offending violation of the provisions hereof and to procure any other relief or remedies in any such violation or attempted remedies in any Court having jurisdiction of such case.

7.17. Reservations on Land. The use of the land shall be subject to its covenants, agreements and restrictions, shall run with the land and shall be binding on the lessee and all persons claiming hereby and all parties and persons claiming under them and on all property within the tract.

7.12 Assignment. Without the need for Lessee's consent, Lessor may accept this lease in a corporation, and if said corporation also is the estate owner of Lessor's lands, Lessor shall thereby be released of and relieved from any and all obligations under this lease.

3.61 **Default and Notice.** If any default is committed by the part of the Lessee in the observance of such default continues for sixty (60) days after written notice of the default is given by him to be observed or performed and lease forfeit Lessee's election thereon, and forthwith excepted to the Lessee may, at its option, immediately terminate this but the Lessee shall nevertheless be liable to the Lessor for all sums due on the premises and from all right, hereunder. 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 deposit of such notice in any United States mail, addressed to the Lessee at

-12403 S.E. McGilivray Blvd., Vancouver, B.C. V6L 4A4

8.02 Master Lease Termination. It is expressly understood that Person has leased the premises from the State of Washington for a period ending June 1, 2025. This lease is a renewable lease and in the event it is terminated for any reason whatsoever, prior to the lease termination date, a term of such operation, an assignment to the State of Washington of this lease together with the right and obligation to receive payment of the rents herein provided from the date of said assignment.

[illegible][illegible][illegible]

901 Easements. A right in or over land which entitles the holder to use the land for a particular purpose, but which does not entitle the holder to possess the land. Easements are created by express grant or reservation, by implication, by prescription, or by estoppel. Easements are either affirmative or negative. Affirmative easements entitle the holder to use the land for a particular purpose, but do not entitle the holder to possess the land. Negative easements entitle the holder to prevent the owner of the land from using the land for a particular purpose, but do not entitle the holder to possess the land. Easements are either dominant or servient. Dominant easements entitle the holder to use the land for a particular purpose, but do not entitle the holder to possess the land. Servient easements entitle the holder to prevent the owner of the land from using the land for a particular purpose, but do not entitle the holder to possess the land. Easements are either appurtenant or in gross. Appurtenant easements entitle the holder to use the land for a particular purpose, but do not entitle the holder to possess the land. In gross easements entitle the holder to prevent the owner of the land from using the land for a particular purpose, but do not entitle the holder to possess the land.

The above arguments are also consistent with the nontheoretical nature of the 11-hour average, which is not by itself a theoretical calculation of the average.

DATE RECEIVED: _____

Sept., 1972

879:28

DISTRICT OF COLUMBIA }
COUNTY OF SANGRAZIA }

I HEREBY CERTIFY THAT THE WITNESSES

NOT A PART OF WRITING. FILED BY _____

Metabolism & Nutrition

(1) 1.6 a.

A. 11:45 AM Jan 17 1927

WAS RECORDED IN BOOK 6

76. Yusef Karam AT PAGE 116

• CRIME OF SKAMANIA COUNTY, WASH.

Gr. Total

COUNTY AUDITOR

W. H. Schuler

REGISTERED
INDEXED: DIR
INDIRECT:
RECORDED
COMPARED
MAILED

I have a duty and knowledge that the use of the Oregon REPOUT program pursuant to the rules and regulations of the Oregon Department of Fish and Game, and the Oregon Land Sales Restricted and Controlled Act, and the Oregon Southern Central Law (ORS 62.220) is in compliance with the Oregon Department of Fish and Game, and the Oregon Land Sales Restricted and Controlled Act, and the Oregon Southern Central Law (ORS 62.220) and that the use of the Oregon REPOUT program pursuant to the rules and regulations of the Oregon Department of Fish and Game, and the Oregon Land Sales Restricted and Controlled Act, and the Oregon Southern Central Law (ORS 62.220) is in compliance with the Oregon Department of Fish and Game, and the Oregon Land Sales Restricted and Controlled Act, and the Oregon Southern Central Law (ORS 62.220).