

ASSIGNMENT OF LEASE WITH CONSENT OF LESSOR

missory note

pay to JAMES GIPE and NEOMI GIPE, husband and wife, assignors
the premises 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 as shown on this day personally appeared before me JAMES GIPE
lots 4 and 8, Section 26, Township 10 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.

Water Front Recreation Inc., a corporation
notified to

SHOMAN, a single man, and subsequently assigned by ROBERT
SHOMAN, 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 FRANK 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

and conditions of the lease on the part of the assignor to
be performed.

JOHN LANCASTER and FRANK LANCASTER, husband and wife,
acknowledge that simultaneously with the execution of this

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assignment
and lessor

JAMES GIPE and
Eighteen (18)

and Frank Lan

husband and wife
to be the

the payment of
and conditions of
act and

the leasehold interest
shall automatically

assignees.

WATER FRONT RECREATION INC.

lessor under the lease

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

JAMES GIPE

JOHN LANCASTER

FRANK LANCASTER

ASSIGNMENT OF LEASE

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

ASSIGNMENT OF LEASE

SITE LEASE continued

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 Stannum 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 of the plat for any utility, whether presently installed or not. In addition, an easement is reserved in an area five (5) feet by ten (10) feet adjacent to each lot (to be selected by Lessor) adjoining the road, for electric transformer vault and/or telephone and power line easements, if any. And the assignment of the lease to each individual lot shall be subject to the right to cross easements under the same along the lot lines, with utility lines if such may be necessary in the development of this subdivision and the many subdivisions.

6.03 Water. Each cabin site has or will be furnished with 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 utility from such 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 this lease, including but not limited to, use of, sale or purchase of, disposal, use, and prevention of fire, public health, and pollution of streams or lakes, and to assume all obligations, liability and expense to 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 hereby agrees to indemnify, defend and hold the Lessor, its successors and assigns, harmless from and against all claims, demands, suits, legal actions, liability or expense on account of personal injury to or death of any persons, whomsoever, including but not limited to employees of the Lessee, or damage to or destruction of property to whomsoever, but persons including but not limited to property of the Lessee, who 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, suit or expense resulting from the Lessee's failure to comply with any of the provisions of any applicable laws, rules or regulations.

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

(1) Fire and casualty insurance in a sufficient amount to cover the replacement cost of any real 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 to provide for a reasonable provision for thirty (30) days' notice of cancellation to Lessor.

(2) Liability and property insurance in a sufficient amount to cover all liability for damage to persons or property caused by the mentioned premises, including but not limited to the use of the premises for any activity carried on thereon. Such insurance shall be carried by a responsible company or companies, satisfactory to Lessor in amount, not less than the following limits: (a) \$1,000,000.00;

- (1) Bodily injury to or death of any person, \$1,000,000.00;
- (2) Bodily injury or death resulting from property damage, \$10,000.00; and
- (3) Property damage, \$100,000.00.

Lessee shall deliver to Lessor certificates of insurance for each of the above policies and for the period of time with the company or companies for thirty (30) days' notice of cancellation to Lessor.

7.04 Assignment. With the prior written consent of Lessor, Lessee shall be permitted to assign, lease, convey, interest therein, or sublet, and no lien, except as herein provided, shall attach to the lease by reason of the assignment or conveyance of law shall assign or sublease without such written consent.

7.05 Waiver. Any waiver by the Lessor of any breach or default must be in writing and none of the covenants, conditions, restrictions, or this lease may be annulled, waived, 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, proceeding or appeal therefrom is brought to collect the rent due or to enforce due hereunder, or in any portion thereof, or to quiet possession of said premises, or to enforce compliance with the terms, 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 adjudicate, payable to the prevailing party, in addition to the costs allowed in said suit, action, proceeding or appeal therefrom in addition to such other relief granted by the Court.

7.07 Condemnation. The parties to this lease agree that any action, proceeding or appeal therefrom or reason of any taking, condemnation or a question during the exercise of eminent domain shall then and thereupon be a question of law to be decided by any authority or person or agency of the public in power of any title to any interest in all or any part of the premises.

7.08 Reservoir Level. The Lessor warrants hereby by signing this lease that Pacific Power and Light Company has the right to fluctuate the waters of West Branch of any lake within the purview of Federal Power Commission License No. 2111 or as amended. The Lessee shall be held harmless from all damage and shall indemnify Pacific Power and Light Company, the State of Washington, Lessor or their successors of any claim of damage arising from fluctuation in reservoir level or impairment of water caused by any dam, levee or floating facility.

7.09 Validity of Provisions. The determination of any Court that any provision of this lease is unlawful or void shall not affect the validity of any other provision hereof.

7.10 Enforcement of Restrictions. Wherever 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 covenants, restrictions or covenants hereof, the Lessor or any leasee of the premises shall have the right to compel performance of or compliance with the provisions hereof, to abate or remove any violation of the offending lease or lessee of the property, any violation or restriction in violation of the provisions hereof, or to recover damages for any such violation or attempted violation of the provisions hereof and to prosecute any such violation or attempted violation in any court having jurisdiction of such case.

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 and all property owners and heirs and all parties and persons claiming under them and on all property within the tract.

7.12 Assignment. Without the prior Lessor's consent by all of us in this lease or land, Lessor may accept this lease in a corporation, and if said corporation also is the estate of Lessor hereunder, Lessor shall thereby be released of and relieved from any and all obligations under this lease.

SECTION B - TERMINATION

8.01 Default and Notice. If any default in compliance on the part of the Lessee in the observance or performance of any of the terms, covenants, agreements, or conditions herein contained by him to be observed or performed and such default continues for sixty (60) days after written notice of such default has been given by him to be observed or performed and lease forfeit Lessee's interest therein, and forthwith execute the lease, and the Lessor may, at its option, immediately terminate this lease. The Lessee shall nevertheless be liable to the Lessor for all taxes, taxes incurred hereunder and from all rights 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 the United States mails addressed to the Lessee at

- 12403 S.E. McGillivray Blvd., Vancouver, WA 98684

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. In the event it is provided that in the event it is terminated for any reason whatsoever, prior to the lease termination date, a certificate of such termination shall be filed with the State of Washington of this lease together with the annual report of the lessee to receive payment of the rents herein provided from the date of said assignment.

8.03 Failure to Provide Property Report. The 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 Department of Housing and Urban Development, in advance of, or at the time of, the expiration of the lease term. The Lessor shall have the right to revoke this lease within 48 hours after signing the lease and if the Lessor does not exercise this option within 48 hours before signing the lease, however, this option to void the lease shall be null and void. The Lessor shall be deemed to have accepted the property report and agreed to the lot in lots to be leased in advance of signing the lease and to be bound by the property report and agreed to the lot in lots to be leased and under such report.

The Lessor shall have the option to void this lease if he does not receive a property report prepared and submitted to it in accordance with the rules and regulations of the Department of Housing and Urban Development in advance of the signing of this lease.

Each and every provision of this lease shall be subject to the rules and regulations of the Department of Housing and Urban Development, and the Lessor shall be deemed to have accepted the property report and agreed to the lot in lots to be leased and under such report.

9.01 Easements. A right of way easement shall be granted to the Lessor for the purpose of installing, maintaining, and repairing water lines, sewer lines, and other utilities on the water frontage of the property. The Lessor shall have the right to install, maintain, and repair water lines, sewer lines, and other utilities on the water frontage of the property. The Lessor shall have the right to install, maintain, and repair water lines, sewer lines, and other utilities on the water frontage of the property. The Lessor shall have the right to install, maintain, and repair water lines, sewer lines, and other utilities on the water frontage of the property.

WITNESSED AND SIGNED

Sept., 1973

87928

STATE OF WASHINGTON
COUNTY OF SKAMIA WA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Waldobrun & Lyngnes

AT *11:45 A.M. Jan 17 1973*

WAS RECORDED IN BOOK *4*

ON *Jan 17 1973* AT PAGE *118*

BY *Sp. Tol*

CLERK OF SKAMIA COUNTY, WASH.

Sp. Tol

COUNTY AUDITOR

Sp. Tol

REGISTERED
INDEXED: DIR
INDEXED
RECORDED
COMPARED
MAILED

I (and hereby a knowledge that prior to the signing of this lease, the Lessor has received a copy of the PROPERTY REPORT prepared pursuant to the rules and regulations of the Department of Housing and Urban Development, and that the Lessor has accepted the property report and agreed to the lot in lots to be leased and under such report.