

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 conditions 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 right 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

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. 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. 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 U.S. Department of Housing and Urban Development, in advance of, or at the time of, his signing the lease. Lessor may 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 accepted 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 Sditions control law (ORS 92.240 - 92.290) in advance of his signing this lease.

Each and every provision of this lease shall inure to the benefit of the respective heirs, representatives, successors and assigns of the parties. In the event there is more than one person, the liability of each person hereunder shall be joint and several.

8.04 Easements. As shown on the plat of the South North 1/4 lot 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 prevent owners of Lots 16, 17, 18, 19, 20, 21, 22, and 23 from developing their own private docks and siting such facilities do not interfere with the boat mooring portion of the community dock system.

Five foot easements are reserved to the Lessor on the southerly lot line of Lot 19, and the northerly lot line of Lot 11 for access to the water front and for the use of any boat docks or other improvements by Lessor and additional boat docks, to be used by the Lessor or its assigns.

IN WITNESS WHEREOF, the Lessor has hereunto set his hand and seal this 15th day of

Sept., 1973, at

87928

STATE OF WASHINGTON
COUNTY OF SKAGAMIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Mitchell & Pappas

Transcript, Wa

AT 11:45 A.M. *June 17* 1979

WAS RECORDED IN BOOK *6*

OF *Uppe River* AT PAGE *110*

CLERK OF SKAGAMIA COUNTY, WASH.

SP Todd

COUNTY AUDITOR

W. Webster

REGISTERED	<i>h</i>
INDEXED: DIR	<i>h</i>
INDIRECT:	<i>h</i>
RECORDED:	<i>h</i>
COMPARED	<i>h</i>
MAILED	<i>h</i>

I (we) hereby acknowledge that prior to the signing of this lease, we (we) have read and understood the PROPERTY REPORT prepared pursuant to the rules and regulations of the U.S. Department of Housing and Urban Development, together with the Interstate Land Sales Registration Act (15 U.S.C. 1701-1705), and the rules and regulations of the Oregon Sditions control law (ORS 92.240 - 92.290). I (we) have accepted the lot (lots) to be leased.

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