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consideration of the rents to be

20110 N.E.Sandy Blvd hereinafter callad Lossee, leases

Cabin site nu hereto (all dis Section 26, T SUBJECT, ho United States

1.01 Term. terminating on June 1, 2025, ut

the "master lease," dated Augus Natural Resources.

1.03 Master Lessee's rights hereunder are su (as to which Lessee is a sub-less easement for right of way for ar

2.01 Basic R

Increase

1.02 Master

& no/100 -- Dollars (\$ 30 year, hereinafter referred to as Dentiand, Oxogon, or at such of lease year shall be prorated. The

2.02 Rent Ad (a) Under the and at intervals of not less than Lessor's rental under the master and required to pay shall equal rental to the Lessor divided by used herein shall mean the total the increase. The aforesald form

Lossee's share of increase

to Lesso (b) In addition date, increase the annual rental which together with prior increase taxes and assessments on the lar proved cabin sites on said anniv

(c) Finally, e Lessor, 'e adjusted to reflect th the Bureau of Labor Statistics, I shall be increased as compared v Consumer Price Index differs fro

3.01 Declarati of structures erected thereon, in hereby certify and declare that i reservations, conditions, coverial property within the plat of the I Auditor of Skamania County, W

3,02 Boat Do In the event construction of sale construction, Lessor shall contri for construction of such dock.

4.01 Parmitte e/actist/altered, placed, or perm fulldings incidental to residents 4.02 Condition

4.03 Vahicles. excess of posted speeds. No val motor noise or annoying smoke

4.04 Maintena trasij, garbaga, litter, link, boxe shall be permitted to be or rema

4.05 Signs./N professional sign, of not more the signs used by a builder or develop

4.06 Nülsande nor shall enything be done there

PAGE ONE - CABIN SYTE LE

The undersigned Lessor above named, hereby consent to the assignment of the above menti-med lease unto
Bleica M. Smith and Merla Lee Smith, h/w
upon the express conditions contained in said assignment; and no further assignment of said lease or sub-letting of said.
pravises or any part thereof shall be made without the written consent of the Lessor first had and obtained.
trace side 10.20th day of August 19.79
WATERFRONT RECREATION INC.
5 12 12 1/1/2 1/1/c/d
STACE DE MELETINICION, OREGON
ss. (CORPORATE ACKNOWLEDGMENT)
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of August 1979
BARBARA WOLD
by the line was to be the support of
of the comparion that executed the within and foregoing instrument, and acknowledged said instrument to be the free and Adjustant act find need of said corporation, for the uses and purposes therein mentioned, and on oath stated that
he was atthorized a execute said instrument and that the seal affixed is the corporate seal of said corporation.
TAIN WITH BY WEITREOF I have hereunto set my hand and aggreed my official seal the day and year first above
March Le Lever eng
Solery Public in and for the State of Westingson-residing 6t
Oregon Villa Control (1/8/1/2)
MANY BARTE OF WASHINGTON
PUDLE 3 (INDIVIDUAL ACKNOWLEDGMENT)
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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 WESLEY S. & BERNILLA FELLOWS

20110 N.E.Sandy Blvd. Troutdale, Ore.

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

Cabin site number 103 of the North Woods as shown in red on Exhibit "A" attached hereto (ell distances being approximations), being part of Government Lots 4 and 8, Section 26, Township 7 North, Range 6 East, W.M., Skanrania 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.

SECTION 1. OCCUPANCY

1.01 Term. This Lease is granted for the period beginning <u>Jan 15, 1973 == 749 == 7</u> 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. Lessee's rights hereunder are subject to all the terms, provisions, exceptions and reservations set forth in said master lease (as to which Lessee is a sub-lessee) and incorporated herein by raference, including, without limiting the foregoing an easement for right of way for 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

2.01 Basic Rental. As rental for each lease year, the Lessee shall pay the sum of Three undred

& no/100 -- Dollars (\$ 300 a00 ------). Rent shall be paid in advance, or the first day of September in each year, hereinafter referred to as the "anniversary date." All payments shall be made to Lessor at Octob All Damyon Rocal Restlands Oceans, or at such other place at which the Lessor may notify the Lesse in writing. Rent for the fraction of any lease year shall be prorated. The lease year shall be from September 1 through the successling August.

2.02 Rent Adjustments. Lessor may, as of any anniversary date, increase the annual rental as follows:
(a) Under the master lease, Lessor's rental to the State of Washington may be increased on June 1, 1980, and at intervals of not less than ten (10) years thereafter. Lessor may indrease Lessoe's rental hereunder at such times as Lessor's rental under the master lease is increased. The amount of such increase that the Lessee shall be responsible for and required to pay shall equal the total rental increase under the master lease to Lessor multiplied by the Lessee's annual control to the Lessoe's control to the lease of the lesson of the le rental to the Lessor divided by the total annual rental of the Lessees of the sites in the North Woods. Annual rental as used herein shall mean the total rent the Lessee is required to pay to Lessor for the year immediately preceding the year of the increase. The aforesaid formula is illustrated as follows:

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(b) In addition to the increase permitted under subparagraph (a) above, Lessor may as of any anniversary date, increase the annual rental hereunder on account of taxes and assessments against said real 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 taxes and assessments on the land covered by the master lease exceeds such taxes for 1970, divided by the number of Improved cabin sites on said anniversary date.

(c) Finally, every ten years beginning September 1, 1980, the ann of rental shall, at the option of the Lessor, 'e adjusted to reflect the percent of increase from September 1,1970, in the Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor; that is, the annual rental each year for the succeeding ten years shall be increased as compared with the annual rental as set forth herein by the same percentage as the increase in said Consumer Price Index differs from said Index for September 1, 1970.

SECTION 3. LESSOR'S CONVENANTS

3.01 Declaration. In order to preserve the natural beauty of the North Woods, to provide for the control of structures erected thereon, improvements to be made thereon, and for the purpose of extending to the residents therein the greatest possible peace, enjoyment, privacy, health, comfort, safety, and preservation of property values, Lessor does hereby certify and dealare that with the sole exception of lot 19, which is the North Woods Sales Office, the following retervations, conditions, coverants, agreements and restrictions shall become and are hereby made a part of all leave of property within the plat of the North Woods as the same appears on the map survey recorded in the office of the County Available of Superants County Mexiconary. uditor of Skamania County, Washington.

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 September 1, 1972, it is hereby agreed that in lieu of such construction, Lessor shall contribute \$5,000,00 to the North Woods Association, hereinafter described in paragraph 5 09, for construction of such dock.

SECTION 4, USE OF SITE

a/actics, aftered, placed, or permitted to reliability the cabin site shall be used only for residential nurposm. No building shall be already aftered, placed, or permitted to reliability and full line incidential to residential use, and the cabin site shall not be further subdivided into building lots.

4.02 Condition of Sits. The premises hereby leased have been inspected by Lessee and are cepted in their present condition

4.03 Vahloles. No vehicles shall be parked in readways. Vehicles shall not be operated carelessly or in oxcess of posted speeds. No vehicle shall be operated at any time without a muffler in good working order. Excessive motor noise or annoying smoke are forbidden.

4.04 Maintenance. All lots shall at all times be kezt in a clean, sightly, and wholesome condition and no tresh, garbago, litter, lunk, boxes, containers, bottles, cans, machinery, implaments, lumber, or other building materials shall be parmitted to be or remain exposed on any lot and visible from any street or adjoining or nearby premiso.

4.05 Signt. No signs of any kind shall be displayed to the public view on any lot in the tract except one professional sign, of not more than 18 inches by 24 inches in size, idvertising the property for sale or rest, and except signs used by a builder or developer to edvertise the property during the constitution and sales period.

PAGE ONE - CABIN SYTE LEASE

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CAUIN SITE LEASE continued

SECTION 5. IMPROVEMENTS continue 4.07 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any loc except that cats, dogs, or other household pets may be ker; but not for any commercial purpose. Household pets shall not be allowed to hecome an annoyance or nuisance to the neighborhood.

4.08 Incineration. Because of unpleasant odors and unsightliness, 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 its 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 Lessee 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 motorbike or motorcycle riding of any nature shall be allowed except for ingress and egress.

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

4.14 Trailers and Tents. No tent, house trailer, or mobile home, 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 or distribution of handbills or circulation of any kind without the written consent of Lagran.

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

SECTION 5. IMPROVEMENTS

5.01 Plans Approved. No building shall be erected, placed, 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, harmony of external design and color with existing structures, and are to location with respect to topography and finish grade elevation. Such approval shall be in writing.

5.02 Building Materials. All building construction shall be of log or wood frame. Wood frame stucco or simulated brick veneer construction is expressly prchibited. All voofs shall be of wood shingle or shake, or of an acceptable composition – color to be approved prior to application by the Lessor or such person or persons designated by Lessor.

5.03 Completion. Cabins must be completed from all outward appearance within one (1) year from the time such construction is started. Cabin construction must be started within three years from the date of the signing of Cabin Site Lease.

5.04 Tree Removal. The Lessee of each cabin site may remove from said site all trees, shrubs, and foliage

s.04 Tree Hemoval. The Lesse of each cabin site hay remove from said-site all trees, so necessary to prepare the property for building subject to the following conditions:

As required by the State of Washington in the reaster lease, any tree whose diameter is over 8" at chest height must be marked by Lesse, for Lessor's inspection, Lessor will then notify the Washington State Department of Natural Resources and request their standard appraisal of value. Lesse will then oay Lessor for the value of the tree before removal. Any additional clearing berond that necessary for the construction of linprovements shell be prohibited. The intent is to remove as few trees as possible to the end that the community remain natural and lastic.

5.05 Lot Markers. Lessee will use all reasonable care to make certain that the lot markers as established by Lessor, are not maved or destroyed.

5.4.º Improvements Other Than On Cabin Site. No improvements of any kind shall be constructed or placed upon any area covered by the master lease without Lessor's prior written consent.

5.07 Ownership of Improvements. The master lease provides as follows:

"8.04 Ownership of Sub-lessed Improvements. All buildings and improvements, excluding removable personal property and trade fixtures on the Lassed site [North Woods], erected by Sub-lessee [Lessee herein] will remain on said site after expiration of this lease [master lease Sub-lesses [Lesses herein] will remain on said site after expiration of this lease [master lease] or termination prior to the term of this lease [master lease] of any sub-lease [this lease] held by the Stute under the provisions of paragreph 5.00; provided, however, upone a expiration of the lease [master lease], if the Stale is unsuccessful in re-leasing the leased size [Noith Woods], as a unit, then each sub-lesses [Lesses herein] shall have a prefix ential right as allowed by the tore-lease from the State its sub-lessed area; provided, further, upon the termination of expiration of this lease [master lease] or a sub-lesse (this lease) assigned under paragraph 5.09 */attance and condition of any re-lease of the leased site or sub-lessed site to any other party made during the three year period following the State shall require the subsequent lesses to purchase the Sub-lessee's [Lesse herein] interest in the improvements as allowed by law. Expirition, as used in this paragraph, shall near the expiration of the lease as of they 31, 2025; provided:

The parties hereto agree that the terms and conditions of the above quoted paragraph shall be applicable provided:

(a) That Lessee I not in default under any of the terms and conditions of this lesse; at discovering the lessee is not in default under any of the terms and conditions of this lesse; at discovering the lessee oxpires May 31, 2025. In the event of earlier expiration of this lesse, at buildings and improvements located upon the branch shall be the property of Lesso.

The parties hereto further eigher that the banefits of paragraph 8.04 of the master less shall be safered by the safer

past due.

15.09. North Woods Association. The roads in the plat and certain oths common areas shall be lead as the name of The North Woods Association, a non-profit association, of which the Leave, of loss in the plat shall be members. Said Association shall be exponsible for the maintenance and repair of roads, it Venture water system; including but not limited to water systems serving the cabins on the pramises, docks and comprion areas end improvements the same lift anyly as well as other community, functions which may be given it by its members. The owners (Leavest of loss in any tract shall be required to pay due of not less than one and one half dollars (1½) for imprite available the large state of the constraint of the costs of the functions and dulies of the Association. Said dues that sommals at the time 50 loss are leaved. It is understood and agreed that Lessor shall and it is heroby delovated to 3/4ful all dustes, responsibilities and functions of the North Woods Associativis until 1/1ty (50) lots in the North Woods Association.

PAGZ (WO – CABIN SITE LEASE

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 easements in, under, and along all roads and other common areas in the plat for any utilities whether presently installed or not. In addition, an ease ment is reserved in an area sive (5) feet 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 lease as to each individual lot shall be subject to the right to cross over or under the same along the lot lines, with utility mass if 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. Each lessee agrees to receive water from the water system supplying the North Woods and further agrees to pay Le sor \$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 digging upon 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 pot limited to, use of public or private roads, parking, fire and prevention of fire, public health, and pollution of stream site and cabin at an expectation of compliance with the terms of this lease.

7.02 Indemnification. Lessee hereby agrees to assume all risk of, and indemnify and hold harmless, and at the Lessee's expense, defend the Lessor from and against, any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whomscover, including but not limited to emproyees of the Lessor, or damage to or destruction of property to whomscover belonging, including but not limited to property of the Lessor which might result from Lesseo's activit.ss on the leased premises. The Lessee further agrees to indemnify and save harmless the Lessor from any loss, cost, suit or expense resulting from Lesseo's failure to comply with any of the provisions of any applicable laws, rules or regulations.

7.03 Insurance, Lessee shall sotain fire, casualty and liability insurance as follows:

(a) Fire and casualty insurance in a sufficient amount to cover the replacement cost of each or all improvements upon the leased premises. Such in urance shall be can led by a responsible company or companies satisfactory to Lessor and the policy or possible in a considerable of control of the policy or possible in a considerable of control of the policy of possible in the control of the policy of possible in the policy of possible in the control of the policy of possible in the policy of policy of possible in the policy of po notice of cancellation to Lessor.

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

Bodily injury to or death of any one person, \$5,000.00;

Bodily injury or death resulting from any one accident to two or more persons, \$10,000.00; and

property damage, \$1,000.00.

Lessee shall deliver to Lessor certificates and receipts evidencing said policies of insurance and further 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 th's lease or any interest therein, or sublet, and realignment of 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 any of the covenants, conditions, restrictions, in this lease may be any utled, waived, changed, or modified with respect to all or any portion of said property by Lessor at any time.

the rent due or to become due herounder, or any portion thereof, or to get possession of soil premises, or to enforce compliance with this lease, or for fellure 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, undemnation or acquisition during the existence of this lease as their interests therein shall then appear, whether or hot by litigation, by any authority, person or corporation, whether public or private, of any title to or interest in all or any part of the premises.

7.08 Reservoir Laviii. The Lessee acknowledges by signing this lease that Pacific Power and Light 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 Lesser or their successors, if any, against any claim of damage and shall indemnify Pacific Power and Light Company, the State of Washington, Lessor or their successors, if any, against any claim of damage arising 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 unlawful or vold shall not affect the validity of any other provision hereof.

7.10 Enforcement of Restrictions. Without in any way limiting the rights of Lessor if the partis- upon whom the provisions hereof and binding or any of their stall violate or attempt to violate any of the reservations, restrictions or coverants hereof, the lessor or any lesses of lend in the tract, shall have the right to compet performance of or conformations hereof, to abat/and remove, at the expense of the offen ling lesses or lessed of the property, any structures or creatives in violation of attempted violation of the provisions hereof, to receive demages for the side of the atomic violation of attempted violation of the provisions hereof, to receive demages for the side of the atomic violation of the provisions hereof and to provide any proceedings at the or in equity in furtherance of the atomical remedies in any Court having jurisdiction or reuse case.

7,71 Reservations on Land: All of the reservations, conditions, coverants, agreements and restrictions shall run with the land and shall be blinding on the lossess of all property covered hereby and all parties and persons claiming Under them and on all property within the tract.

7.12 Assignment: Wi/Nout limiting Lesser's right to sell or assign this lease or land, Lessor may assign this lease to a corporation, and it said constration assumes the obligations of Lessor hereunder, Lessor shall thereby but re-leased of and relieved from any and all a subsections under this lease.

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CABIN SITE LEASE continued

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SECTION II. TERMINATION

8.01 Default and Notice. If any default shall so made on the part of the Lessee in the observance or 8.01 Default and Notice. If any default shall so made on the part of the Lessee in the observance or performance of any or the terms, covenants, agreements, or provisions of this lease by him to be observed or performed and such default continues for sixty (60) days efter written notice, the lessor may, at its option, immediately terminate this lease, forfeit Lessee's interest therein, and for the with exclude the Lassee from the premises and from all rights hereunder, but the Lessee st. Il nevertheless be liable to the Lessor for all liabilities incurred hereunder prior to such termination. Waiver of any default hereunder shall not constitute n 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

20140 N.E. Sandy Blvd. Troutdale, Ore.

8.02 Master Lease Termination. It is expressly understood that Lessor has leased the premises from the State of Washington for a period ending 3 are 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 teason whatsoever, prior to the lease termination date, soon termination shall operate as an assignment to the state of Washington of this lease together with the unrestricted right of the State to receive p∼yment of the rents herein provided from the date of said assignment.

8.03 Failure to Provide Property Report. Lessee shall have the option to void this lease if he does not 8.03 Failure to Provide Property Report. Lessee 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 Lessee shall have the right to revoke this lease within 48 hours after signing the lease if he did not receive the property report at 'east 48 hours before signing the lease. However, this option to void the lease shall not apply where Lessee has received the property report and inspected the lot However, this option to void the lease shan not apply where Casses has received the property table has made such inspection and or lots to be leased in advance of signing the lease and acknowledges by his signature that he has made such inspection and

nas read and unders and such report.

Lessee shall have the option to void this lease if he does not receive a property report prepared and purLessee 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 Subdivision Control Law ORS 92.215—92.990 in advance of his signing this

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

8,04 Easements. As shown on the plat of "The North Woods", 20 feet easements are reserved to the Lessor and its assigns on the water front portions of Lots 16, 17, 16, 19, 20, 21, 22, and 23 for purposes of community boat docks. Said easements shall not prevent lessees of the above lots frum developing their own shoreside docks pro-

poat docks. Said easements shall not prevent lessees of the above lots from developing their own shoreside docks providing such facilities do not interfere with the boat traffic pattern of the community dock system.

Five foot easements are reserved to the Lessor and its assigns on the southerly lot line of Lot 10, and the northerly Ic line of Lot 11 for access to the water fund. Said access to serve as pathway to boat docks if it is determined by Lessor that additional boat docks are needed to serve "The North Woods" community.

IN WITNESS WHEREOF, the parties have executed this lease, in duplicate this 18th

Jan. 1973 #074.

	WATER FRONT RECREATION, INC.	
N dOR	By Hathern Cury	
5	VIOS President	
Coulounte .	COUNTY OF SCAMANIA SS	
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I (we) hereby acknowledge that prior to the signing of this lease, I (we) have received, read, and understand the PROPERTY REPORT prepared pursuant to the rules and regulations of the U.S. Department of Housing and Urban Development (office RepORT prepared pursuant to rules and regulations of the Oregon Subdivision control law ORS 92:210 — 92:990, I (we) also acknowledge that I (we) have inspected the lot to be

LESSEE