

ASSIGNMENT OF LEASE

THIS AGREEMENT made and entered into this 20th day of August, 1977, by and between ROBERT J. LEWELLEN and DELORES LEWELLEN, husband and wife, hereinafter referred to as assignors, and FRANK E. ADLER and HANNELORE E. ADLER, husband and wife, hereinafter referred to as assignees.

In consideration of the mutual covenants contained herein and for other good and valuable considerations, ROBERT J. LEWELLEN and DELORES LEWELLEN, husband and wife, assignors herein, and lessees of those certain premises described as follows:

Cabin Site #110 of the North Woods as shown in red on Exhibit "A" attached hereto being part of government lots 4 and 8, Section 26, Township 7 N Range 6 E Willamette Meridian, Skamania County, Washington.

Which were demised by Waterfront Recreation, Inc., a Washington corporation, to EDWARD E. COOPER and ALICE L. COOPER, husband and wife, under that certain lease agreement entered into on the 31st day of March, 1973, a copy of said lease being attached hereto as Exhibit "B" and incorporated herein by this reference. The lease agreement was subsequently assigned by EDWARD E. COOPER and ALICE L. COOPER, husband and wife, to ROBERT J. LEWELLEN and DELORES LEWELLEN, husband and wife, on the 17th day of May, 1976. A copy of the assignment to LEWELLEN is attached hereto as Exhibit "C" and made a part hereof by this reference. ROBERT J. LEWELLEN and DELORES LEWELLEN, husband and wife, do hereby assign all right, title and interest they have in said lease to the assignee herein.

subject to all of the terms and conditions thereof and assignees accept the assignment and shall perform all of the terms and conditions thereof, including payment of all rent required by the provisions of said lease. Neither this assignment nor the acceptance of 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.

IN WITNESS WHEREOF, the parties have executed this assignment the day and year first above written.

Frank E. Adler

John Lusk

Hannelore E. Piller

Delors. Lennellan



STATE OF WASHINGTON)
:SS
COUNTY OF CLARK)

On this day personally appeared before me ROBERT J. LEWELLEN and DELORES LEWELLEN, husband and wife, to me known to be the individuals who executed the foregoing instrument, and they acknowledged the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL this 20th day of August, 1944.

Robert J. Lewellen
NOTARY PUBLIC in and for the
State of Washington, residing
at Vancouver.



STATE OF WASHINGTON)
:SS
COUNTY OF CLARK)

On this day personally appeared before me FRANK E. ADLER and HANNAH E. ADLER, husband and wife, to me known to be the individuals who executed the foregoing instrument, and they acknowledged the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL this 20th day of August, 1944.

Robert J. Lewellen
NOTARY PUBLIC in and for the
State of Washington, residing
at Vancouver.



CONSENT TO ASSIGNMENT BY WATERFRONT RECREATION, INC.

I, BARBARA WOLD, duly authorized agent of Waterfront Recreation, Inc., hereby agree and consent to the assignment of the existing lease between ROBERT J. LEWELLEN and DELORES LEWELLEN, husband and wife, as lessees under that certain lease agreement signed on the 30th day of August, 1971, described as follows:

Cabin Site #110 of the North Woods as shown in red on Exhibit "A" attached hereto being part of government lots 4 and 8, Section 26, Township 7 North Range 6 East of Willamette Meridian, Skamania County, Washington.

SUBJECT to an easement for right of way for access road acquired by the United States of America, United States Forest Service.

to FRANK E. ADLER and HANNELORE E. ADLER, husband and wife.

Barbara Wold
BARBARA WOLD
Agent for Waterfront
Recreation, Inc.

CABIN SITE LEASE

WATER FRONT RECREATION, INC., a Washington corporation hereinafter called Lessor, in consideration of the sum of \$100.00 and covenants to be performed by WILLIAM E. and ALICE J. COOPER, hereinafter called Lessee, agrees to lease the following described cabin site on the terms and conditions stated herein:

Cabin site number 110 of the North Woods as shown in red on Exhibit "A" attached hereto (all distances being approximations), being part of Government Lots 4 and 9, Section 17, Township 7 North, Range 8 East, W.M., Stanislaus County, Washington, 33.337 acres, 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 term beginning 1st day of July, 1973, and terminating on June 1, 1975, unless sooner terminated as hereinafter provided.

1.02 Master Lease. Lessee 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. The Master Lease is on file with Lessor and is available for inspection. Lessee's rights hereunder are subject to the terms, provisions, exceptions and reservations set forth in said Master Lease and herein by reference, including, without limiting the foregoing, the terms and conditions of the Master Lease as amended by the United States of America, United States Forest Service and the State of Washington at reasonable times.

SECTION 2. RENTAL

2.01 Cash Rental. As consideration for each lease year, the Lessee shall pay the sum of FOUR HUNDRED AND

NO/100 Dollars (\$400.00) to Lessor. 1. Rent shall be paid in advance, on the first day of September in each year, hereinafter referred to as the "rental date." All payments shall be made to Lessor at WATER FRONT RECREATION, INC. in the Lessee may notify the Lessee in writing. Rent for the fraction of any year from September 1 through the succeeding August.

2.02 Rent Adjustment. (a) The annual rental shall be increased on the first anniversary date, or if such other date as may be determined by the Lessor, to the amount of the annual rental then in effect under the Master Lease plus the amount of the increase in the Consumer Price Index for the year ending on the first anniversary date. The amount of such increase shall be the amount of the increase in the Consumer Price Index for the year ending on the first anniversary date, multiplied by the Lessee's annual rental of the sites in the North Woods. The amount of such increase shall be required to pay to Lessor for the year immediately preceding the year of the increase.

(b) In addition to the increase in the annual rental hereunder, the annual rental shall be increased by the amount of the increase in the Consumer Price Index for the year ending on the first anniversary date, multiplied by the Lessee's annual rental of the sites in the North Woods. The amount of such increase shall be required to pay to Lessor for the year immediately preceding the year of the increase.

(c) Finally, every ten years the annual rental shall be adjusted to reflect the percentage of the Consumer Price Index, U.S. Department of Labor, that the annual rental each year for the succeeding ten years has increased as compared with the annual rental for the year ending on September 1, 1970.

SECTION 3. LESSOR'S COVENANTS

3.01 Declaration. In order to preserve the natural beauty of the North Woods, to provide for the control of structures erected thereon, improvements thereon, and for the purpose of extending to the residents to rein the present peaceful peace, enjoyment, health, comfort, safety, and preservation of property values, Lessor does hereby certify and declare that with the exception of lot 18, which is the North Woods Sales Office, the following reservations, conditions, covenants, and restrictions shall become and are hereby made a part of all leases of property within the plot of the North Woods as the same appears on the map survey recorded in the office of the County Auditor of Stanislaus 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

4.01 Permitted Use. The cabin site shall be used only for residential purposes. No building shall be erected, altered, placed, or permitted to remain on the cabin site, other than one detached single family dwelling and building incidental to residential use, and the site shall not be further subdivided into building lots.

4.02 Vehicles. No vehicles shall be parked in roadways. Vehicles shall not be operated carelessly or in excess of posted speeds. No vehicle shall be operated at any time without a muffler in good working order. Excessive motor noise or annoying sirens are forbidden.

4.03 Maintenance. All lots shall at all times be kept in a clean, light, and wholesome condition and no trash, garbage, litter, junk, boxes, containers, bottles, cans, machinery, implements, lumber, or other building materials shall be permitted to be or remain exposed on any lot and shall be removed from any street or adjoining or nearby premises.

4.04 Signs. No sign of any kind shall be displayed to the public view on any lot in the tract except one professional sign, of not more than 10 inches by 24 inches, advertising the property for sale or rent, and except signs used by a builder or developer to advertise the property during the construction and sales period.

4.05 Nuisances. No noxious or offensive trade or activity shall be carried on or upon any lot in the tract, nor shall anything be done thereon which may be or become an annoyance or nuisance in the area.

PAGE 15 - CABIN SITE LEASE

Cabin Site 110 address
P.O. Box 110, Heaverton, Oregon 97003

CABIN SITE LEASE continued

SECTION 2. UTILITIES

9.01 Sewage. Individual sewage disposal systems installed by licensees must be constructed in accordance with the legal regulations, laws and ordinances of Oklahoma County and the

0.02 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 located. First, in addition, an easement is reserved in an area five (5) feet by ten (10) feet in one corner of each lot to be selected by the Lessor, along the road, for electric transformer vault and/or telephone and power service poles and if any. And this easement of five feet to each individual lot shall be subject to the right to cross over or under the same along the lot lines, with utility lines 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 lot owner to receive water from the water system supplying the North Woods and further agrees to pay Lessor \$2.00 per foot frontage to said system.

0.04 Maintenance. The lessee shall bear the responsibility and cost of furnishing, installing, and maintaining each underground trench or other digging, and all cable and wire which is necessary to connect to said system.

SECTION 7. MISCELLANEOUS

7.01 **Lessor's Duties.** Lessor agrees to comply strictly with the Lessor's rules and regulations and all applicable Federal, State, County, and Municipal laws, rules and regulations, and to all activities contemplated under these rules, including but not limited to: use of public or private roads, parking, fire and prevention of fire, public health, and pollution of streams or lakes, and to all other obligations thereby imposed upon the Lessor. Lessor may inspect 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 Lessor harmless, and defend, at Lessor's expense, against the Lessor for and on account of personal injury to or death of any person or damage to or destruction of property to whomsoever, including, but not limited to employees of the Lessor, or damage to or destruction of property to whomsoever, including, but not limited to property of the Lessor, which might result from Lessee's activities on the leased premises. The Lessor further agrees to indemnify and hold Lessor harmless for any loss, cost, suit or expense resulting from Lessor's failure to comply with any of the applicable laws, rules, regulations, codes or ordinances.

7.03 Insurance. Letter said obtain fire, casualty and liability insurance as follows:

[illegible]

(b) Liability and property insurance insuring Lessor's interest in the premises, including the maintenance, use or occupancy of the premises, shall be carried by Lessor. Lessor shall also carry a general liability insurance policy covering Lessor's obligations that is at least 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; and
(3) 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 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 or law shall assign or sublease without such written consent. Lessor, Lessee shall not assign this lease or any interest in bankruptcy or be assigned by operation of law.

7.05 **Waiver.** Any waiver by the Lessor of any provisions, conditions, restrictions, in this lease may be annulled, waived, changed, or modified with respect to all or a 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 or enforce the payment of any sum of money due or to become due hereunder, or any portion thereof, or to enforce with this lease, or for failure to observe any of the covenants or recover such sum as the Court may adjudge reasonable as attorneys' fees appeal therefrom in addition to such other relief granted by the Court, the party bringing such action, suit, proceeding or appeal therefrom shall be entitled to recover its costs of such action, suit, 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 lifetime of the years as their interests therein that they appear, whether or not by litigation, by any authority, person or corporation, whether public or private, of any title to or interest in all any part of the premises.

7.00. Reservoir Level. The Lessee acknowledges by and through this lease that Pacific Power and Light Company has the right to fluctuate the waters of Swift Reservoir as provided in the provisions of Federal Power Commission License No. 2111 or as amended. The Lessee shall warrant, defend, hold harmless and shall indemnify Pacific Power and Light Company, the State of Washington, Lessor or their successors, against any claim of damage arising from fluctuation in reservoir level or impairment of recreational use of the reservoir or thereof or flooding facilities.

7.09 Validity of Provisions. The determination of any Court that any provisions of this lease are invalid 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 parties to whom the provisions hereof are binding, or any of them, shall violate or attempt to violate any of the restrictions, covenants or covenants hereon, the Lessor or any lessee of land in the tract, shall have the right to compel performance of compliance with the provisions hereof, to abate and remove, at the expense of the offending party, or lessee of the premises, all structures or encroachments in violation of the provisions hereof, to recover damages for any such violation or attempted violation of the provisions hereof, and to prosecute any proceedings at law or in equity to further any of the aforesaid remedies in any Court having jurisdiction in such cases.

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 owners 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, Lessor may assign this lease to a corporation, and if said corporation assumes the obligations of Lessor hereunder, Lessor shall be released of and relieved from any and all obligations under this lease.

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1. *Introduction*

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CABIN SITE LEASE continued

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 provisions 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 rights 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

2009 Lewis River Drive, 21 Hood River, Washington

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, 1975. 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 unexpired right of the State to receive payment of the rent 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 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, signing the lease; and Lessee shall have the right to revoke this lease within 48 hours after signing the lease if he does not receive the property report at least 48 hours before signing the lease. However, this option to void the lease shall not be available where Lessee has received the property report and inspected the lot where Lessee has received the property report and inspected the lot and acknowledges by his signature that he has made such inspection and

Lessee 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 Land Sales Control Law ORS 92.210 - 92.230 in advance of his signing this lease.

Each and every provision of this lease shall bind and shall inure to the benefit of the parties and their respective heirs, representatives, successors and assigns of the parties to the extent that such provisions are not inconsistent with the laws of the State of Oregon. Each person hereunder shall be jointly and severally

8.04 Easements

There are no easements shown on the map of the property.

March 1, 1973

STATE OF OREGON

LAND SALES CONTROL LAW

PROPERTY REPORT

STATE OF OREGON

LAND SALES CONTROL LAW

PROPERTY REPORT

STATE OF OREGON

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LAND SALES CONTROL LAW

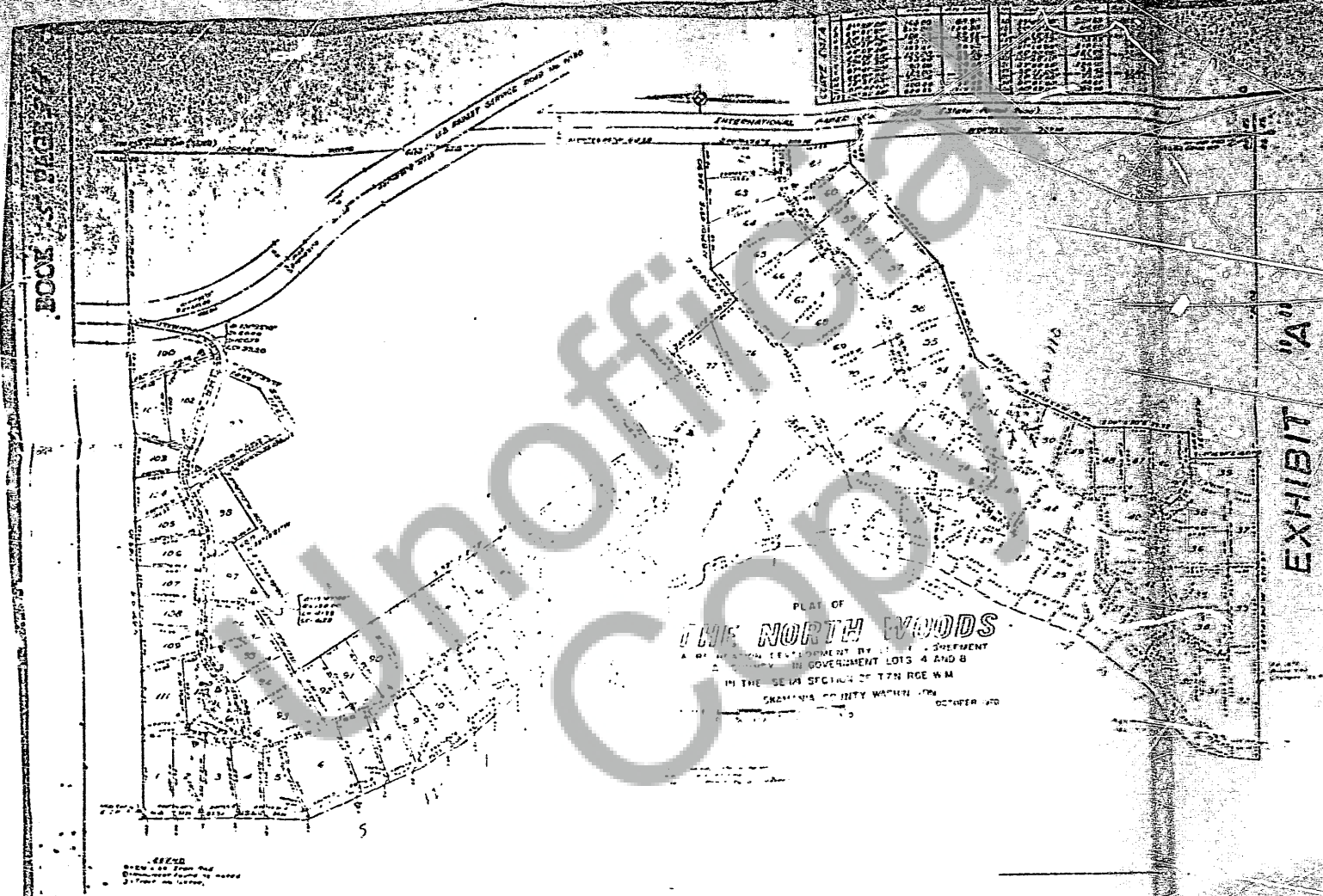
PROPERTY REPORT

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 of Interstate Land Sales Registrations and the PROPERTY REPORT prepared pursuant to the rules and regulations of the Oregon Subdivision Control Law ORS 92.210 - 92.230. I (we) also acknowledge that I (we) have inspected the lot to be

State of Oregon

State of Oregon

LESSEE



ASSIGNMENT BY LESSEE

AGREEMENT made April 17, 1976, between EDWARD E. [redacted] and [redacted] wife, heroin ref

COOPER and ALICE L. COOPER, husband and wife, herein referred to as assignor, and ROBERT J. LEWELLEN and DELORIS A. LEWELLEN, husband and wife, herein referred to as assignee.

RECTALS

1. Assignor entered into a lease, as lessee therein, on April 1, 1973, with WATERMONT RECREATION, Incorporated, a Washington corporation, herein referred to as lessor.

2. Assignor desires to assign, and assignee desires to assume the rights, duties, and liabilities of lessor thereunder.

under. In consideration of Five Thousand and no/100 (\$5,000.00) Dollars, receipt of which is hereby acknowledged by assignor, and assignor's promise to pay an additional Fifteen Thousand and no/100 (\$15,000.00) Dollars, assignor assigns the lease described as the lease between Waterfront Recreation, Inc., a Washington corporation, as lessor, and Edward E. Cooper and Edna E. Cooper, husband and wife, dated April 1, 1963, the lease effective April 17, 1976, for the balance of the lease term provided in the lease. The lease is recorded in Book 5 of Agreements and Leases, page 309, under Auditor's File No. 75955, records of Skamania County, Washington.

CONSIST OF LESSOR

Waterfront Recreation, Inc., a Washington corporation, lessor in the above-described lease, consents to the assignment and transfer of the lease, ~~including all the conditions thereof~~, to assignee but does not waive any rights against assignee that lessor has under the lease.

1415 OFFICE Bldg
 1415 Main, Kansas City, Mo.
 1415 Main, Kansas City, Mo.
 1415 Main, Kansas City, Mo.
 P.O. Box 1415
 Director of Lingerie, Suite 471
 Kansas City, Mo. 64101
 (402) 671-1415

IN WITNESS WHEREOF, the parties have executed this assignment at Vancouver, Washington, the day and year first above written.

LESSOR:

WATERFRONT RECREATION, INC.

BY: R.T. Hanson
PRESIDENT

BY: J. R. Peterson
SECRETARY

STATE OF)
COUNTY OF) SU.

On this 18 day of May, 1976, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared R. T. Hanson and J. R. Peterson to me known to be the President and Secretary respectively, of WATERFRONT RECREATION, INC., a Washington corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed in the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Marian B. Schmale
Notary Public in and for the State
of Washington, residing in
Vancouver.

LAW OFFICES OF
LAWRENCE, HENNINGSON,
KIMBLE & WHITEHEAD, P.C.
P.O. Box 1148
Vancouver, Washington 98661
(206) 575-1211

First
ING.

LESSOR and ASSIGTOR:

Edward E. Cooper
EDWARD E. COOPER

Alice S. Cooper
ALICE S. COOPER

STATE OF OREGON
COUNTY OF LANE

SS.

On this day personally appeared before me EDWARD E. COOPER, and ALICE S. COOPER, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13 day of ~~March~~ April, 1970.

89417

Lucius S. Baker
Notary Public in and for the State
of Washington, residing in *Bellevue, Wash.*
My Commission Expires *2-6-72*

ASSIGNOR:

Robert J. Reardon
ROBERT J. REARDON

James A. Reardon
JAMES A. REARDON

STATE OF WASHINGTON
COUNTY OF SKAMANIA
IN WITNESS WHEREOF, I, THE WITHIN

INSTRUMENT OF WRITING, FILED BY
Michaela M. Cooper
OF *1002 E. Hill, Bellevue, WA*
ON *15 P.M. Sept 13, 1977*

WAS RECORDED IN BOOK 6
ON *Sept 13, 1977* PAGE 193
RECORDS OF SKAMANIA COUNTY, WASH.

John T. ...
COUNTY AUDITOR

REGISTERED
INDEXED
INDIRECT
RECORDED
COMPARED
BAILEY

Law Offices of
Michaela M. Cooper
1002 E. Hill, Bellevue, Wash.
P.O. Box 7100
Bellevue, Washington 98008
(206) 838-1312