

ASSIGNMENT OF LEASE

THIS AGREEMENT made and entered into this 20th day of  
August, 1971, 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 therof, including payment of all rent required by the provisions of said lease. Neither this assignment nor the acceptance or 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

Bernard L. Smith

Hannalore E. Adler

Adelma L. Stevenson



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 30th day of

January, 1979.

*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 30th day of

August, 1979.

*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 give 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, 1972, described as follows:

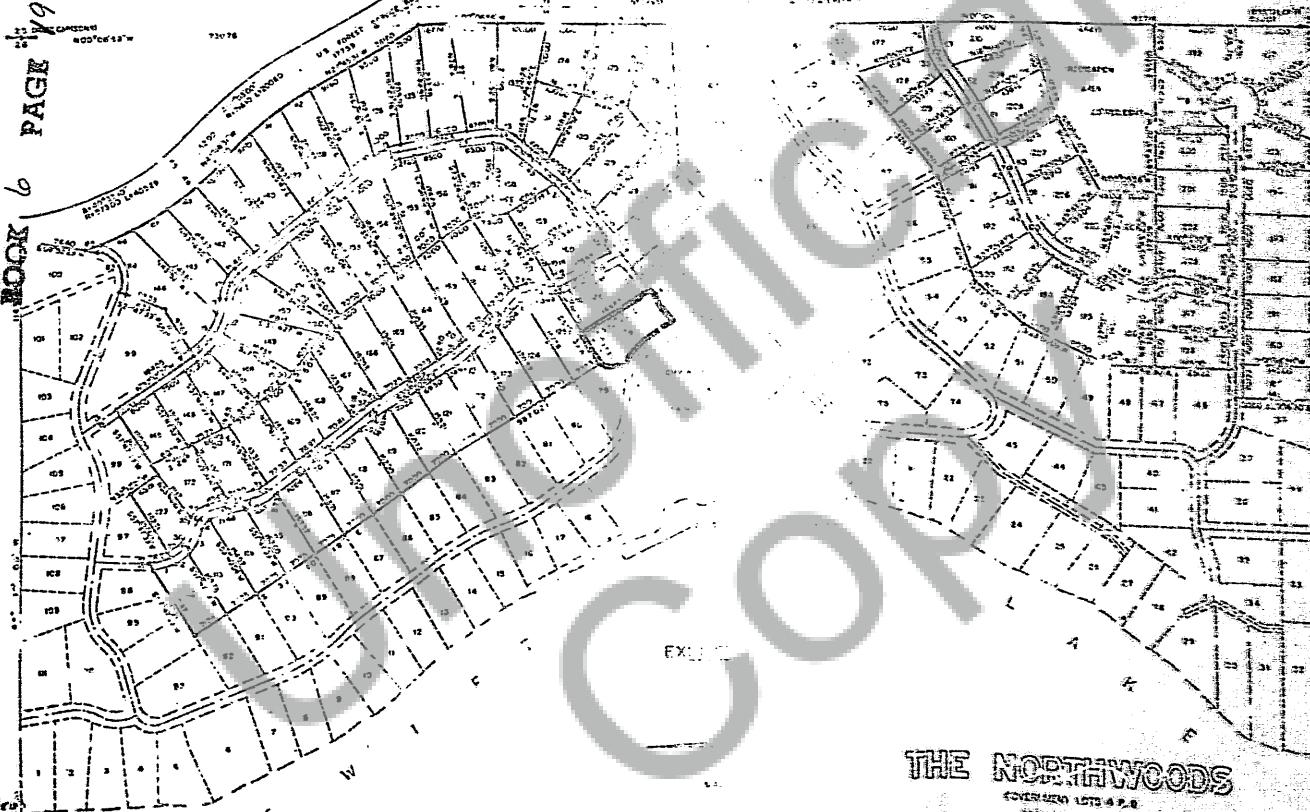
Cabin Site #110 of the North Woods as shown in red on Exhibit "A" attached hereto being part of government lots 4 and 8, Section 26, Township 7 North Range 6 East of Willamette Meridian, Skamania County, Washington.

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.

BOOK 6 PAGE #197



**NOTE:**  
A PURCHASE AGREEMENT \* LEASE AGREEMENT  
ENTITLED "THE NORTHWOODS" IS  
ALL RIGHTS IN ENTITLED AREAS ARE RESERVED.  
ALL RIGHTS WHICH NOT ARE RESERVE EXCLUSIVELY FOR THE PURCHASE AGREEMENT  
**NOTES:**  
NOTICE OF PURCHASE  
AGREEMENT FORM ATTACHED.

THIS MAP IS A COPY  
MADE BY EXPERTS ON  
OF THE CITIES & TOWNS  
MATERIALS APPROPRIATE

### THE NORTHWOODS

CORPORATION ACTS 4 P. 2  
EX-1  
VALLEY CITY  
WILSONVILLE CITY  
BENTON COUNTY  
OCTOBER 1968



## CABIN SITE LEASE

WATER & WOOD RECREATION, INC., a Washington corporation hereinafter called Lessor, in consideration of the terms and covenants to be performed by RICHARD N. and ALICE J. COOPER,

hereinafter called Lessee, hereby leases 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 and made a part of this lease, being part of Government Lots 4 and 9, Section 12, Township 7 North, Range 6 East, W.M., Skamania County, Washington, U.S.A., converted 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 April 13, 1973, and terminating on June 1, 2025, unless sooner terminated as herein provided.

1.02 Master Lease. Lessor holds the above-described premises under a lease, hereinafter referred to as the "Master Lease," dated August 11, 1973, with the State of Washington, setting by and through the Department of Natural Resources.

1.03 Sub-Lease. Lessor grants to Lessee the above-described premises under a sub-lease subject to all the terms and conditions of the Master Lease, including, without limiting the foregoing, the right for an occupant to terminate his lease at reasonable times.

## SECTION 2. RENTAL.

2.01 Cabin Rental. As rental for each lease year, the Lessee shall pay the sum of EIGHT HUNDRED A-

2.02 Rent Adjustment. Dollars (\$800.00) per year, hereinafter referred to as the "annual rent," less taxes, insurance, and other expenses of the Lessor, to be paid in advance, on the first day of September in each year, thereafter referred to as the "anniversary date." All payments shall be made to Lessor at [REDACTED] except as otherwise provided in paragraph 1.03, or at such other place as the Lessor may notify the Lessee in writing. Rent for the fraction of any year from September 1 through the succeeding August,

or any, as of any anniversary date, increase the annual rental as follows: Lessor's rental to the State of Washington may be increased on June 1, 1980, thereafter. Lessor may increase Lessor's rental hereunder at such times as he sees fit. The amount of such increase that the Lessee shall be responsible for increase under the master lease to Lessor multiplied by the Lessee's annual rental of the Lessor of the sites in the North Woods. Annual rental as required to pay by Lessor for the year immediately preceding the year of increase is as follows:

$$\frac{150}{150} \times \frac{\text{Lessor's annual rent}}{\text{Total annual rents of sites}}$$

provided under subparagraph (a) above, Lessor may as of any anniversary date of taxes and assessments, joined said real property in the amount of taxes and assessments, shall not exceed the total of the amount by which Lessor's lease exceeds such taxes for 1970, divided by the number of im-

beginning September 1, 1980, the annual rent shall, at the option of the Lessor, be adjusted to reflect the percentage of the Bureau of Labor Statistics, U.S. Department of Labor, as compared with the Consumer Price Index differs from said index as set forth herein by the same percentage as the increase in said Consumer Price Index differs from said index.

## SECTION 3. LESSOR'S CONVENTIONS.

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 the tract, noise, peace, enjoyment, privacy, hereby certify and declare that with the exception of lot 10, which is the North Woods Sales Office, the following regulations, conditions, covenants, restrictions 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 Skamania County, Washington.

3.02 Boat Dock. Lessor will 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 \$50,000.00 to the North Woods Association, hereinafter described in paragraph 5.09, for construction of such dock.

## SECTION 4. USE OF SITE.

4.01 Residential 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 a detached single family dwelling and buildings incidental to residential use, and the cabin site shall not be further subdivided into building lots.

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

4.03 Maintenance. All lots shall at all times be kept in a clean, sanitary, and wholesome condition and no trash, garbage, litter, junk, debris, combustible, bottom, cans, machinery, implements, lumber, or other building materials shall be permitted to be or remain exposed on any lot and shall be 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, not more than 10 inches by 22 inches, advertising the property for sale or rent, and except signs used by a builder or developer to advertise his property during the construction and sales period.

4.05 Businesses. No noxious or offensive trade or activity shall be carried on or upon any lot in the tract and such may not be done in an manner that may be or become an annoyance or nuisance in the area.

## PAGE 0-5-1 CABIN SITE LEASE

Date of Lease Address

10-002 Beaverfoot, Oregon 97005

## CABIN SITE LEASE continued

## SECTION 6 IMPROVEMENTS continued

4.07 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that cats, dogs, or other household pets may be kept, but not for any commercial purpose. Household pets shall not be allowed to become an annoyance or nuisance to the neighborhood.

4.08 Incinerators. Because of unsanitary odors and unattractiveness, no individual incinerator will be permitted on any lot.

4.09 Fires and Fireplaces. Indoor fireplaces, stoves, or other type burner must be fireproofed by use of spark arrest screens. All fires must be extinguished before leaving cabin. No fires shall be lit 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 plot or lot shall be used for any commercial purpose, except that a Lessor may rent his cabin from time to time, and in such case shall be responsible that his tenant abides by these covenants.

4.12 Motorcycles. No motorbikes or motor vehicles 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 Lessor.

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

## SECTION 6. IMPROVEMENTS

5.01 Plans Approved. No building shall be erected, placed, or altered on the cabin site until construction plans showing the location of the structure have been approved by the Lessor as to conformance with plan development, quality of workmanship and materials, harmony with existing structures, and its location with respect to topography and finish grade elevation. Such approval shall be in writing.

5.02 Building Materials. All buildings or structures shall be of log or wood frame. Wood frame structures shall be made of brick veneer. Construction is expressly prohibited prior to application of paint or color to the exterior prior to application.

5.03 Completion. Cabins must be completed within such construction is started. Cabin construction may be stopped at any time.

5.04 Tree Removal. The Lessee of cabin site may remove from said site all trees, shrubs, and foliage necessary to prepare the property for building subject to the master lease conditions.

As required by the State of Washington over 8" at chest height must be marked and notify the Washington State's Dept. of Natural Resources and request them to pay Lessor for the value of the tree before removal. Any additional clearing by improvements shall be prohibited. The end that the community remain natural.

5.05 Lot Markers. Lessee will use all by Lessor, are not moved or destroyed.

5.06 Improvements Other Than On Cabin Site. Improvements of any kind shall be constructed on any area covered by the master lease with the master's prior written consent.

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

5.08 Ownership of Sub-lessee improvements. All buildings and improvements, excluding fixtures on the leased site (North Woods), granted by the master lease after excavation of it's lot (master lease), and [master lease] of any sub-lease [his lease] held through 5.09 provided, however, upon the expiration of the lease (master lease), if the Sub-lessee as a unit, then each sub-lease [lessee herein] shall have a preferential right to buy by law to re-lease from the State its sub-lease area provided, further, upon the termination or expiration of this lease [master lease] or a sub-lease [his lease] assigned under paragraph 5.09 that at a condition of any release of the leased site or sub-leased site to any other party made during the three year period following the State shall require no subsequent lessee to purchase the Sub-lessee's [lessee's] interest in the improvements as allowed by law. Expiration as used in this paragraph, shall mean the expiration of the lease, "if May 31, 2025."

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

(a) That Lessor is not in default under any of the terms and conditions of this lease; and

(b) That the lot's lease expires May 31, 2025. In the event of early expiration of this lease, all improvements located upon the premises will be the property of Lessor.

The parties hereto further agree that the benefits of paragraph 5.08 of the master lease shall be extended to the State of Washington.

5.09 North Woods Association. The roads in the place, as well as other common areas shall be maintained by the North Woods Association, a non-profit association, of which the Lessor of lots in the area is a member. Said Association shall be responsible for the maintenance and repair of roads, the utility easements, water, gas, telephone, and other communications facilities which may be granted it by the master lease. The master leasee shall be required to pay dues of not less than one and one-half dollars (\$1.50) per month and assessments to the Association for their reasonable share of the cost of the operations and expenses of the Association. Said Association shall be responsible for the payment of taxes, insurance, and other expenses of the Association.

5.10 Assumption of Liens. If any individual or entity shall record any lien against the lots or buildings, or any part thereof, or any part of the property, the Lessor shall be liable for the payment of such liens, and the Lessor shall be responsible for the payment of all costs of defense and attorney's fees in connection therewith.

5.11 Right of First Refusal. The Lessor shall call a meeting of all lessors for the purpose of forming a North Woods Association.

## CABIN SITE LEASE continued

## SECTION 6. UTILITIES

**6.01 Sewage.** Individual sewage disposal systems installed by Lessor must be installed, used, and constructed in accordance with the legal regulations, laws and ordinances of Okanogan County and that

**6.02 Reservation.** Lessor reserves to itself and to its successors and assigns right to use along all roads and other common areas in the plat for any utilities whether presently installed. First, in addition, on a segment is reserved in an area five (5) feet by ten (10) feet in one corner of each lot (to be selected by Lessor) for the road, for electric transformer vault and/or telephone and power service poles/poles if any. And that a segment of the boundary to each individual lot shall be subject to the right to cross over or under the same along the lot lines, with utility lines as 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 Lessor \$2.50/ea for the cost to connect to said system.

**6.04 Maintenance.** The lessee shall bear the responsibility and expense of furnishing, filling, and maintaining each underground trench or other digging up in the cabin area which is necessary to make connections or facilities to serve such cabin site.

## 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 relating to all activities contemplated under this lease, 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 assume all obligations thereby imposed upon 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 assume, risk of, and indemnify and hold Lessor, and at the Lessor's expense, defend the Lessor from and against, any claims, losses, legal actions, liability or damages on account of personal injury to or death of any person whomsoever, including, but not limited to employees of the Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of the Lessor, which might result from Lessee's activities on the leased premises. The Lessee further agrees to indemnify and hold the Lessor from any loss, cost, or expense resulting from Lessor's failure to comply with any of the provisions of the applicable laws, rules or regulations.

**7.03 Insurance.** Lessor shall obtain fire, casualty and liability insurance as follows:

(1) Fire and Casualty Insurance in a sum not less than \$100,000.00 to cover the replacement cost of any building or contents thereof. Such insurance shall be carried by a responsible company or companies, and the premium thereon shall be reasonable and paid to Lessor with provision for timely payment.

(b) Liability and property insurance insuring Lessor against liability for damages to persons or property due to maintenance, use or occupancy of the leased premises. Such insurance shall be carried by Lessor in amounts not less than \$10,000.00, 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 payment of the above insurance with the company or companies for thirty (30) days' prior to the commencement of the lease.

**7.04 Assignment.** Without the prior written consent of Lessor, no interest therein, or sublet, and no heir, executor, administrator, receiver or trustee of Lessor shall assign or sublease without such written consent.

**7.05 Waiver.** Any waiver by the Lessor of any provisions, conditions, restrictions, in this lease may be annulled, waived, changed or rescinded by Lessor at any time.

**7.06 Attorneys' Fees.** In the event any action, suit, or proceeding is brought to collect the rent due or to become due hereunder, or any portion thereof, or to enjoin or restrain performance of any covenant or condition contained in this lease, or for failure to observe any of the covenants or conditions contained herein, or to recover such sum as the Court may adjudge reasonable as attorneys' fees, Lessor shall be entitled to recover the same from the party so sued, in addition to other relief granted by the Court.

**7.07 Condemnation.** The parties hereto shall receive, by sum or damages paid or awarded, for reason of any taking, condemnation or acquisition during the existence of this lease, 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 or any part of the premises.

**7.08 Reservoir Level.** 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 Lessee shall waive all claims for damage and shall indemnify Pacific Power and Light Company, the State of Washington, Lessor or their successors, jointly, against any claim of damage arising from fluctuation in reservoir level or impairment of recreational use of the reservoir or thoroughfares facilities.

**7.09 Validity of Provisions.** The determination of any Court that any provisions of this lease are invalid or void 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 thereto, within 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 lessee of land in the tract, shall have the right to compel performance of the same in accordance with the provisions hereof, to abate and remove, at the expense of the offending party, any defect of the premises or any encumbrance in violation of the provisions hereof, to recover damages for any such violation or attempted violation of the provisions hereof, and to prosecute proceedings at law and in equity in furtherance of the same, in any Court having jurisdiction in such cause.

**7.11 Reservations on Land.** All the reservations, conditions, restrictions, agreements and restrictions shall run with the land and shall be binding on the lessees of all property covered hereby and all parties and relatives under them and on all property adjoining the tract.

**7.12 Assignments.** Without limiting Lessor's right to sell or assign this lease or part, Lessor may assign this lease to a corporation, and if said corporation assumes the obligations of Lessor hereunder, Lessor shall thereupon be released of and relieved from any and all obligations under the lease.

CABIN SITE  
performance of  
such default con-  
lease, forfeit Le-  
but the Lessee  
Waiver of any such  
herein by the Lessee.

2009 - Law...

State of Wash-  
reason what...

receive a prop-  
Development,  
within 48 hours.  
However, this  
or fails to do so  
has read and un-  
suant to rules  
lease.

representative  
persons hereau-

March 1, 2009

I (we) hereby  
REPORT  
of Interests  
Oregon Sub-  
Lease.

## CABIN SITE LEASE continued

## SECTION 8. TERMINATION

**8.01 Default and Notice.** If any default shall be made on the part of the Lessor 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, 2d Floor, Longview, 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, 1995. The master lease provides that in the event it is terminated for any reason whatsoever, prior to the lease term's expiration, 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 if he receives the property report at least 48 hours before signing the lease. However, this option to void the lease shall not apply if Lessee has received the property report and inspected the lot or lots to be leased in advance of signing the lease and has read and understood such report.

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 Subdivision Control Law ORB 92.210 - 92.240 in advance of his signing this lease.

Each and every provision of this lease shall bind and obligate the Lessor to the benefit of the respective heirs, representatives, successors and assigns of the parties to this lease and their respective assigns in their capacity. Such persons hereunder shall be joint and severally liable.

**8.04 Easements.** Notwithstanding anything contained in this lease, the Lessor reserves the right to grant any easement over the property described herein to any person or entity for any purpose, subject to the rules and regulations of the U.S. Department of Housing and Urban Development.

Marion 173 R-24

DATE OF RECORDATION

12/1/94  
President

RECORDED BY

RECORDED FOR

RECORDED ON BEHALF OF

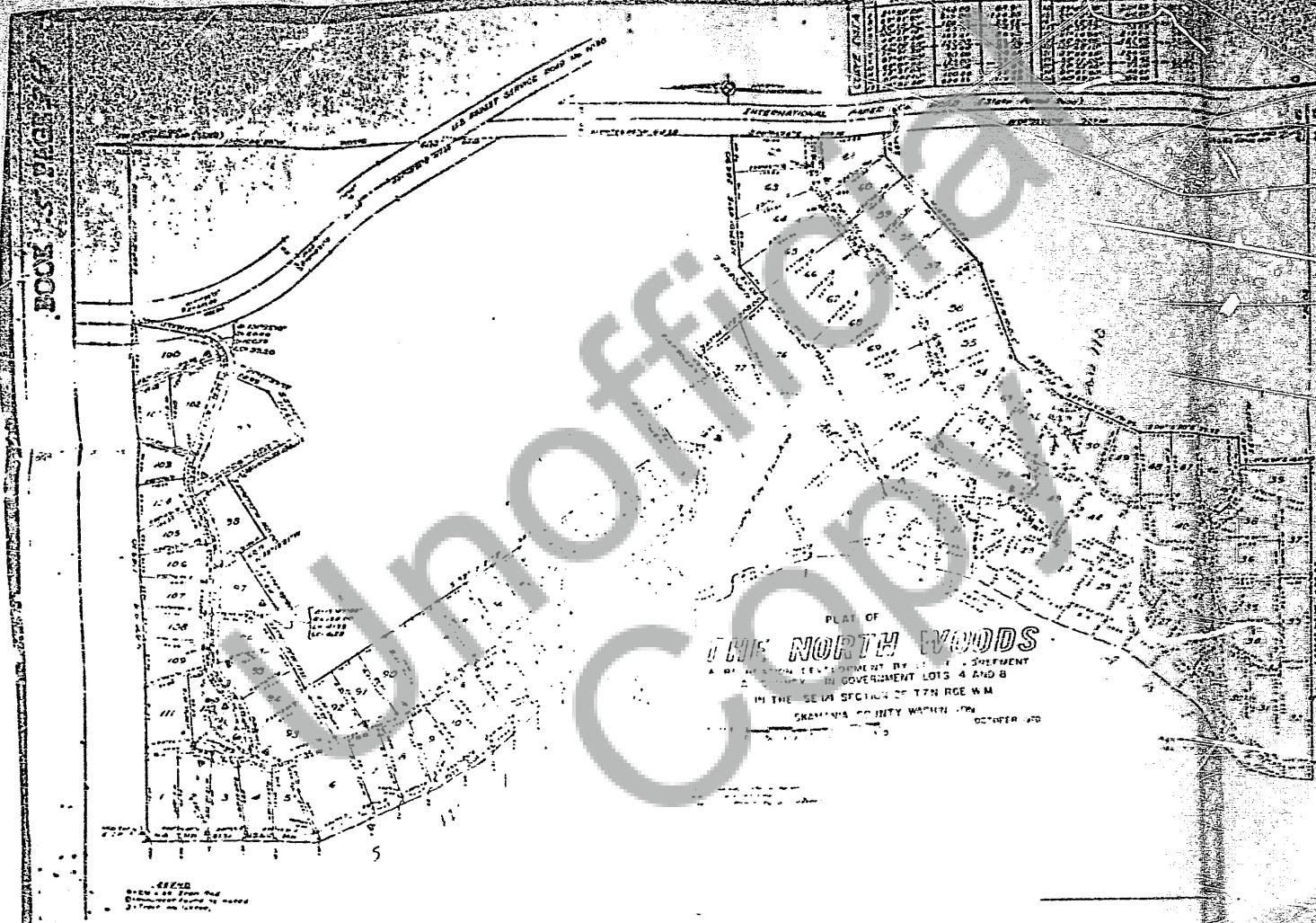
RECORDED IN THE NAME OF

BOOK 6 PAGE 22

PLAT OF  
THE NORTH WOODS  
A PLAT MAP DEVELOPMENT BY THE FORT DODGE INVESTMENT  
COMPANY IN GOVERNMENT LOTS 4 AND 8  
IN THE SE 1/4 SECTION 27 T2N RGE 10  
SHAWNEE COUNTY, KANSAS, U.S.A.

OCTOBER 1960

EXHIBIT 'A'



ASSIGNMENT BY LESSEE

AGREEMENT made April 17, 1976, between EDWARD E. COOPER and ALICE L. COOPER, husband and wife, herein referred to as assignor, and ROBERT J. LEWISSEN and DEBORAH A. LEWISSEN, husband and wife, herein referred to as assignee.

RECIPIENTS

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

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

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 in the lease between Waterfront Recreation, Inc., a Washington corporation, as lessor, and Edward E. Cooper and Alice L. Cooper, husband and wife, dated April 1, 1973, to assignee 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.

CONSENT OF LESSOR

Waterfront Recreation, Inc., a Washington corporation, lessor in the above-described lease, consents to the assignment and transfer of the lease, ~~subject to all terms and conditions~~ <sup>rel. 52</sup>, ~~herein~~, to assignee but does not waive any rights against assignee that lessor has under the lease.

LAST OFFICE OF  
WATERFRONT RECREATION,  
1011 1/2 W. 11TH STREET,  
SEATTLE, WASHINGTON 98101  
P.O. BOX 1455  
BENEFIT OF ATTORNEY, RICHARD C.  
GARBER, SEATTLE, WASHINGTON  
100% OWNED

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. J. Hayes PRESIDENT

BY: Judie Robertson SECRETARY

STATE OF )  
COUNTY OF ) SB.

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. J. City and Judy Robertson 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 is the corporate seal of said corporation.

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

D. Wallace Chamberlain  
Notary Public in and for the State  
of Washington, residing in  
Vancouver.

ment 5/15/76  
mt 5/15/76

LAW OFFICES OF  
John W. Miller, Inc.  
P.O. Box 1450  
Seattle, Washington 98101  
(206) 467-1222

LAW OFFICES OF  
John W. Miller, Inc.  
James H. Williams, Jr., P.C.  
P.O. Box 1450  
Seattle, Washington 98101  
(206) 467-1222

LESSER and ASSIGNEE:

Edward E. Cooper  
EDWARD E. COOPERAlice E. Cooper  
ALICE E. COOPERSTATE OF OREGON  
COUNTY OF LANE )  
 ) SS.

On this day personally appeared before me EDWARD E. COOPER and ALICE E. 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 sign 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 19 day of  
August, 1978.

89417

STATE OF WASHINGTON  
COUNTY OF SKAMANIA  
NOTARY CERTIFIED THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY  
Michael S. Cooper  
ON NOV 2 1978  
AT 105 P.M. SEC 413 1978  
WAS RECORDED IN BOOK  
C. Cooper PAGE 193  
RECORDS OF SKAMANIA COUNTY, WASH.  
C. Cooper COUNTY AUDITOR  
w. Cooper

REGISTERED  
INDEXED ✓  
INDIRECT ✓  
RECORDED  
COMPARED  
MAILED

NOTARY PUBLIC IN AND FOR THE STATE  
OF WASHINGTON, READING IN PORTLAND  
VENUE  
MAY 1978  
ASSIGNMENT  
ROBERT J. REED  
NOTARY PUBLIC IN AND FOR THE STATE  
OF WASHINGTON, READING IN PORTLAND  
VENUE  
MAY 1978  
RECORDED  
INDEXED ✓  
INDIRECT ✓  
RECORDED  
COMPARED  
MAILED