CABIN SITE LEASE

ROBERT T. CURRY, Lessor, in consideration of the rents to be paid and covenants to be performed by Thordoro B. and Hagel Shaver, Lessee, Leases to the lessee the following described cabin site:

Cabin site number 13 of Swift Development area, as shown in red on Exhibit "A" attached hereto (all distances being approximations), being part of Lot four (4) of Section thirty-five (35), Township seven (7) North, Range six (6) East of the Willamette Meridian, Skamania County, Washington, lying Northwesterly of and above one thousand (1,000) feet elevation, United States Coast and geodetic survey datum.

This lease is granted for the period from <u>Sept. 1, 1965</u> -----to <u>Aug. 31, 1983 ---</u> or to August 31, 1983, whichever first occurs, unless sooner terminated as hereinafter provided, upon the following terms and conditions:

- Lessor leased the premises from Northern Pacific Railway Company under a lease dated June 25, 1963 referred to hereinafter as the "Master Lease", all the terms and provisions of which are incorporated herein by reference, and which said lease is on file with lessor and is available for inspection. Lessee's rights hereunder are subject to: (1) all the terms, provisions, exceptions and reservations set forth in such Master Lease (as to which lessee is a sublessee) including, without limiting the foregoing, the right of the Pacific Power and Light Company to temporarily flood, from time to time, any land lying below one thousand ten (1,010) feet elevation and to cross the premises for the purpose of access to the Swift Creek Reservoir, all as granted under easement dated April 22, 1959, the right granted to the United States of America for telephone and telegraph lines, under easement dated April 3, 1919; and water rights and mineral reservations and exceptions.
- 2. As rental for each lease year, the lessee shall pay the sum of Three Hundred Twenty-five _____ Dollars (\$325.00 --). Rent shall be paid in advance, on the first day of September in each year, hereinafter referred to as the "anniversary date". All payments shall be made to lessor at \$30 M.W. 150th Beaverton. Or son Beaverton, Oregon, or at such other place of which the lessor may notify the lessee in writing. Rent for the fraction of any lease year, including the period prior to September 1, 1964, shall be prorated. The lease year shall be from September 1, through the succeeding August 31. Lessor may, as of any anniversary date, increase the annual rental as follows:



- a. Under the Master Lease, lessor's rental to Northern Pacific Railway Company may be increased by the Railway Company for each succeeding three-year period commencing September 1, 1966 and for the final two-year period commencing September 1, 1981. Lessor may increase the rental hereunder for any three-year period commencing September 1, 1966, or for the final two-year period, as the case may be, in like proportion to the amount by which the rental under the Master Lease is increased over the rental for the preceeding three-year period.
- b. In addition to the increases permitted under subparagraph a above, lessor may as of any anniversary date, increase, on account of taxes, the annual rental in an amount, which together with prior increases on account of taxes, shall not

Transaction in complantly with County subdivision ordinances. Stantonia Joseph America of 1893