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BOOK 6

PAGE 279

ASSIGNMENT OF LEASE

THIS AGREEMENT made and entered into this 15 day of Feb., 1979, by and between RICHARD WELLS and LOIS K. WELLS hereinafter referred to as assignors, and JAMES GIPE and NEOMI GIPE, husband and wife, hereinafter referred to as assignees.

In consideration of One Dollar (\$1.00) valuable consideration, and the mutual covenants contained herein RICHARD WELLS and LOIS K. WELLS assignors herein, and lessees of that certain premises described as follows:

Cabin Site #89 of the North Woods as shown in red on Exhibit "A" attached hereto being part of government lots 1 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 LOIS K. WELLS under that certain lease agreement entered into on the 18th day of August, 1975, a copy of said lease being attached hereto as Exhibit "A" and incorporated herein by this reference, do hereby assign said lease to the assignees 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.

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



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Richard E. Wells

James H. Gipe

Lois K. Wells

Neomi A. Gipe

STATE OF WASHINGTON)
COUNTY OF CLARK)

On this day personally appeared before me JAMES GIPE and NEOMI GIPE, 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 21st day of October, 1979.

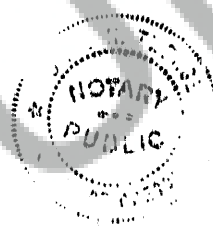


James H. Gipe
NOTARY PUBLIC in and for the
State of Washington, residing
at Vancouver.

STATE OF WASHINGTON)
COUNTY OF CLARK)

On this day personally appeared before me RICHARD WELLS and LOIS K. WELLS, 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 15th day of October, 1979.



Richard E. Wells
NOTARY PUBLIC in and for the
State of Washington, residing
at Vancouver, New 0824.
EXPIRES SEPT 4, 1982.

BOOK

PAGE 287

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 JAMES GIPE and NEOMI GIPE, husband and wife, as lessees under that certain lease agreement signed on the 18 day of August, 1979, described as follows:

Cabin Site #89 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.

to RICHARD WELLS and LOIS K. WELLS.

James Gipe

Neomi Gipe

Barbara Wold 12/28/79
BARBARA WOLD
Agent for Waterfront
Recreation, Inc.

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THIS INSTRUMENT OF WRITING, FILED BY ME,

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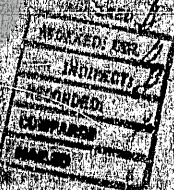
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Example

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THE NORTHWOODS

GOVERNMENT LOTS 4 & 5
SEC 25, T1N, R1E, W1M

SEC 28, TTX PAGE 57

DEPARTMENT OF JUSTICE, WASHINGTON

OCTOBER, 1975



EV. 11.3.4.4-CA1E

PAGE 1 OF 2
FILE NAME: 8-7-79

4/27/70
A RECREATION DEVELOPMENT BY LEASE AGREEMENT
EXISTING DEVELOPMENT PAGES B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z
ALL PAGES IN EXISTING DEVELOPMENT ARE CONTRACTED
ALL DEVELOPMENT SHOWN HEREIN ARE ACCESS ELEMENTS FOR USE IN COMMON BY ALL LEASEES

45742

05/28/80 FROM RTO
06/01/80 FROM RTO

THIS MAP CORRECTED
UNDER MY DIRECTION
OF THE SURVEY RECORD
INTERFERENT RECORD

BY USE OF NE OR
THE REGISTRATION
QUEST OF:
1973

27/03/2024

CABIN SITE LEASE

BOOK 6 PAGE 283

WATER FRONT RECREATION, INC., a Washington corporation, hereinafter called Lessor, in

consideration of the rents to be paid and covenants to be performed by

Kim Wells

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

Cabin site number 89 of the North Woods as shown in red on Exhibit "A" attached hereto (all distances being approximations), being part of Government Lots 4 and 5, Section 28, Township 7 North, Range 6 East, W.M., Skamania 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 8-18, 1975 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 through the Department of Natural Resources.

1.03 Master Lease Incorporated. The master lease 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 reference 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 425.00

Dollars (\$ 425.00). Rent shall be paid in advance, on the first day of September in each year, hereinafter referred to as the "anniversary date." Rent shall be made to Lessor at 6950 North Wood Road, Port Angeles, WA 98288 or at such other place at which the Lessee may notify the Lessor in writing. Rent for the fraction of any lease year shall be prorated. The lease year shall be from September 1 through the succeeding 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 the 1-1-80, and at intervals of not less than ten (10) years thereafter. The annual base Lessee's rental shall be increased by the same percentage as the increase in the master lease is increased. The amount of increase that is to be added shall be equal to the amount to be added to the master lease. The amount to be added to the master lease shall equal the total annual rental of the Lessee's sites in the North Woods. Annual rental as increased by the Lessor divided by the total annual rental of the Lessee's sites in the North Woods. Annual rental as increased by the Lessor shall mean the total amount the Lessee is required to pay to Lessor for the immediately preceding year of the lease. The aforesaid formula is illustrated as follows:

Lessee's share of increase = Increase under master lease X Lessee's annual rental / Total annual rental of sites

(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 annual rental shall, at the option of the Lessor, be increased to reflect the percent of increase from September 1, 1970, in the Consumer Price Index as published by the Labor Statistics, U.S. Department of Labor, that is, the annual rental each year for the succeeding ten years shall be compared with the annual rental as set forth herein by the same percentage as the increase in the index differs from said index 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 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 declare that with the sole exception of that which is the North Woods Sales Office, the following restrictions, conditions, covenants, agreements and restrictions shall become and are hereby made a part of all leases of property within the plat 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 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 buildings incidental to residential use, and the cabin site shall not be further subdivided into building lots.

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

4.03 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 smoke are forbidden.

4.04 Maintenance. All lots shall at all times be kept in a clean, slightly, 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 visible from any street or adjoining or nearby premise.

4.05 Signs. 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, 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.

4.06 Nuisance. 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.

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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, under and along all roads and other common areas in the plat for any utilities whether presently installed or not. In addition, a easement is reserved in an area five (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 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 Lessee agrees to receive water from the water system supplying the North Woods and further agrees to pay Lessor \$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 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 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 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 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 save harmless the Lessor from any loss, cost, suit or expense resulting from Lessee's failure to comply with any of the provisions of any applicable laws, rules or regulations.

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

(a) Fire and casualty insurance in a sufficient amount to cover the replacement cost of any or all improvements upon the leased premises. Such insurance shall be carried by a responsible company or companies satisfactory to Lessor and the policy or policies shall be endorsed and delivered to Lessor with provision for thirty (30) days' notice of cancellation to Lessor.

(b) Liability and property insurance insuring Lessor and Lessee against 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 person carried on thereon. Such insurance shall be carried by a responsible company or companies satisfactory to Lessor in amounts not less than 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 of 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, 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 annulled, waived, changed, or modified with respect to all or any 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 the rent due or to become due hereunder, or any portion thereof, or to get possession of said premises, or to enforce compliance with this lease, or for failure 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, condemnation or acquisition during the existence of this lease as their interests therein shall then 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 or damages 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 shoreline or floating facilities.

7.09 Validity of Provisions. The determination of any Court that any provision of this lease is unlawful 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 hereto whom the provisions hereof are binding, or any of them, shall violate or attempt to violate any of the reservations, conditions or covenants hereof, the Lessor or any Lessee of land in the tract, shall have the right to compel performance of compliance with the provisions hereof, or to remove, at the expense of the offending Lessee or Lessees of the property, any structures or erections 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 in furtherance of the foregoing remedies in any Court having jurisdiction of 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 lessors 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.

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

6620 SW Princess, Beaverton Oregon

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. 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 least 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 or lots to be leased in advance of signing the lease and acknowledge by his signature that he has made such inspection and has read and understands 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 ORS 92.210-92.990 in advance of his signing this lease.

Each and every provision of this lease shall bind 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 foot 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 lessees or their assigns from developing their own shoreline 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 lot line of Lot 11 for access to the water front. 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 18 day of

Aug

1975

at the community dock system to the lot and its assign. The southerly lot line of Lot 10 and the northerly lot line of Lot 11 for access to the water front.

WATER FRONT RECREATION, INC

By

President

By

Secretary

LESSOR

X

Lessee "Kim" [Signature]

LESSEE

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 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 leased.

Lessee "Kim" [Signature]

X

LESSEE