BOOK 6 PAGE 279

PSSIGNMENT OF LEASE

THIS AGREEMENT made and entered into this ____ day of ______, 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 Pollar (\$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 loss 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 o. the 18th day of August, 1975, a copy of said lease being attached hereto as Exhibit " and incorporated herein b) this reference, do hereb assign said lease to the assigned subject to all of the terms and conditions thereof and assigneds accept the assignment and shall perform all of the terms and conditions thereof, including payment of all rint required by the provisions of said lease.

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

STATE

COUNTY

and NE indivi acknow deed f

415

COUNTY

and LO execut same a and pu

NOTA

PAGE 290 School & Alle STATE OF WASHINGTON) COUNTY OF CLARK On this day personally appeared before me JAMES CIPE 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 of day of NOTARY PUBLIC in and for the State of Washington, residing at Vancouver. STATE OF WASHINGTON) COUNTY OF CHARK On this day personally appeared before me RICHARD WELLS and LOIS K. WELLS, to me known to bo 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 15 day of . 1977. NOTARY PORTS in and for the State of wishing on, residing at Vancouver New BERG. Expires SEPT. 1952

90145

7 - Wie - - -

J.

CONSENT TO ASSIGNMENT BY WATERFRONT RECREATION, INC.

I, HARBARA 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 Jugust, 1979, described was 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, Skamaria County, Washington.

to Highand Wills and Lois K. Webls. James Lipe nume Lipe

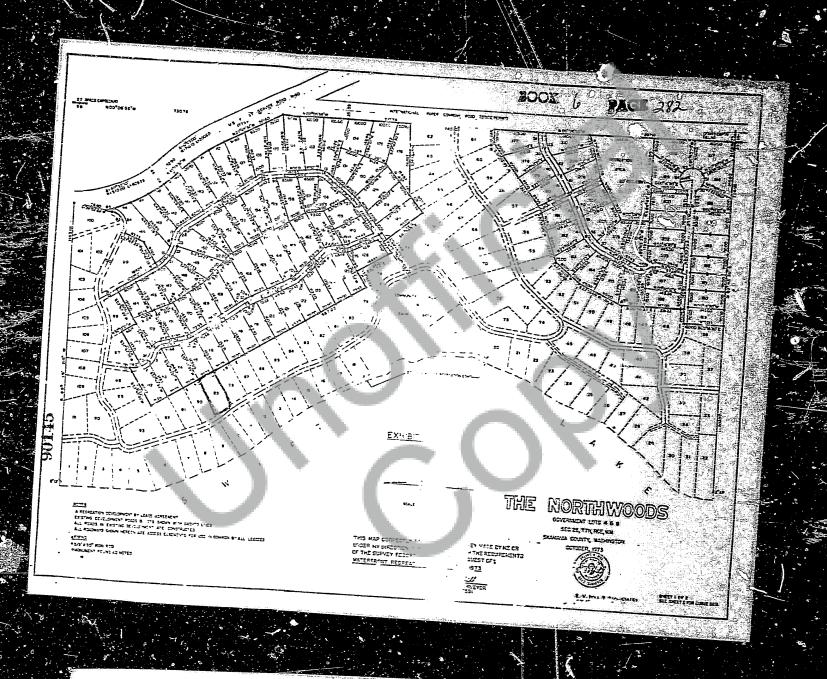
> EARBARA OLD Agent for Waterfront Recreation, Inc.

SATE OF WASHINGTON S

AMERIEDY CERTIFY THAY THE COTTON - PAGNE OF WHITHING

1 /30 PK 1-0

4) AT MOR 2728 mes at ediments Connin Aven



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

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

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

Cabin site number 89 of the North Yoods as shown in red on Exhibit "A" at act ad Cabin site number / or the North Yoods as shown in red on Exhibit "A" at achereto (all distances being approximations), being part of Government Lots 4 at J C, Section 26, 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

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 "master lease," dated Augus. 11, 1970, from the State of Washington, acting billiam in through the Department of Matastal Resources

1.03 Master Lease Incorporated. The master lease on file with Let or and is available for impection for the master lease is rights hereunder are subject to all the terms, provisions, excellence and reservations set forth in said multiples to which it essee is a sub-lessee) and incorporated herein by reference including, without for ting the foregoing an see an which it essee is a submessee; and incorporated merein by reference including, with partial and the region just exement for it ght of why 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

emafter referred to as the "anniversary date" / pu. at a made to Lessor at 6999 a male made to 6 leese year shall be prorated. The case year shall be from Sec concer 1 through the succe. do

2.02 Rent Adjustments. Lessor may, as offerey and users singly date, marganized the annual roots, as tollows:

(a) Under the master lease, betting rental to the Cather of Machingtonian, i.e. who deduce the paster lease, betting rental to the Cather of Machingtonian, i.e. who deduce the paster lease is increased. The annual roots expected burder the master lease is increased. The annual rental to pay shall equal the total rental more set under the master lease is shall be rental to pay shall equal the total rental more set under the master. The description of the Lesse is of the ites in the Corton Woods. Annual rental as stand the master lease is the total annual rental of the Lesse is of the ites in the Corton Woods. Annual rental as stand the rent shall mean, the total in the Lesse is required to ply to Lusor for the various head at our proceduring the year of the set. The affressal formula in filterand as follows. the or rease. The aforesaid formula it illustrated as follows

Lesseo's share of increase

ar hual rental Increase under i laster pus X Tutar annual rentals of siles to Lessor

(b) In addition to the increash permitted under subparagraph (a) above. Lessor may as of any anniversary dars, increase the annual rental hereunder on account of taxes and assessments against suid 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 in-ster lease exceeds such taxes for 1970, divided by the number of in proved cabin sites on said anniversary date.

the ' altery' 233

(c) Finally, every ten years beginning September 1, 1980, the minuter crital sind of the oction of the ted to reflect the percent of increase from September 1,1970, in the Consumer Price Index as the short box Statistics, U.S. Department of Labor, that is, the annual certaination year for the succeeding uniters. I as compared with the annual rental as sut forth here in by the same percentage as the include idex differs from said Index or Se tember 1, 1970

SECTION 3. LESSUR'S CONVENATITE

3.01 Declaration. In order to pic, are the natural beauty of the local strong of strong ares erected thereon, improvements to be made thereon, and for the purpose of extending to the residents thereon the greatest possible peace, enjoyment, privacy, health, confirming and preservation of property values. Least does the retility and declare that with the sole exception of our strong confirming the purpose of extending to the residents. Least does the retility and declare that with the sole exception of it is, which is the North Woods Sales Office, the following the residents, conditions, covenants, agreements and trattrictions 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 districted of Schanzale County. Washington AuxNew of Skamania County, Washington.

3.02 Plat Eack. Lessor shall construct a boat dock for the common use of residents of the North Woods. In the west 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, hereins let described in paragraph 5.09, for construction of such dock.

SECTION 4. USE OF SITE

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

4.02 Condition of Site. The premises hereby leased have been inspired 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 excessive covernoise or annoying smoke are forbidden.

4.04 Maintenance. All lots shall at all times be kept in a clean, sightly, and wholesome condition and no Laufe, garbaga, litter, junk, boxes, containers, bottles, cans, machinery, implements, lumber, or other building materials that be permitted to be or remit a exposed on any lot and visible from any street or adjoining or near y 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 incles by 24 inches in size, advertising the property for sale or real, and except signs used by a builder or developer to advertise the property during the construction and sales period.

4.06 Nultance. No noxious or offensive trade or activity shall be cerried on or open any lot in the tract not shall enging be done thereon which may be or become an annoyance or nulsance in the area.

PAGE ONE — CABIN SITE LEASE

except that not be allo

CABIN S

permitted (of sparkpro

any cabin.

the North

may rent h

ingress and

shall be be

without th

completion

struction p developme to location

simulated t compositio

by Lessor.

placed upo

The parties

ar The parties the State o

now charge

mencing w past due.

the name o members, but not lim (If any), as tract shall b Association at the time responsibili

PAGE TWO

4.08 Incineration. Because of unpleasant odors and unsigntliness, 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 cubin. No fires shall be in or maintained outside of any cabin.

4.10 Firearms and Fireworks. Discharging firearms, firecrackers, rockets or any of infireworks within the North Wood's 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 care 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 Fi: 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 an wheels or not, shall be permitted on any lot except during the period of cathin construction and not guests of the period.

4.15 Solicitation. There shall be no solidatic for distribution of handhals or circulation of any lind without the written consent of 'essor.

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

SECTION 5. IMPROVEMENTS

5.01 Plans Approved. No building shall be created, placed, or allered on the cabin site until the construction plans showing the location of the itructual have been approved by the Lessor as to conformity with plan of development, quality of workmanship and nilateria in armony of existing design and color with existing structures, and as to location with respect to topography and finishing de elevation. Significantly in the in virting

5.02 Building Materials. All building construction was libered simulated brick veneer construction is expressly printiple. (I.A. Lindt shall be of composition — color to be improved prior to applications by the Europe's composition — 6.03 Completion. Cubins in expressly prior by the Europe's conditions of the color to be improved prior to applications by the Europe's conditions to the color to th 3 fr. - e N. of an d by Lewar

5.03 Completion. Cubins in last the street schiconstruction is still a Cabin construction is 134 to course

5,04 Tree ** (10v 1 -)

ny ti pren reithe providity for coloring a creatity As required by the State of Wishingt over 81 at cheat height must be mark in the rivine court in the rivine case in the rivine reason, tree whose diameter by desired for Lesson's respection. Lesson's record of Natural Resources and sequestions. tree whose diameter is then notify the V ashights of the Deletting of the Matural Resources and relies, he standard appraise in first all issee will trun pay Lessor for the value of the receive removal. Any additional clear inhibey and that necessary fill the construction of improvements shall be prohibited. The intent is to remove as few trees as possible to the end that the community remain natural and rustic.

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

5.06 Improvements Other Than On Cubin Site. No improvements of art, k - dishall be constructed or placed upon the area covered by the moster lease without Le sor's prior written consent.

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

"8.04 Ownership of 5 Jb-les re Improvements. All buildings and improvement: excluding "8.04 Ownership of Sub-lesse Improvements. All buildings and improvement: excluding removable personal priesers and trade lixtures on the lessed atte (North Wood), erected by Sub-lessee (Lessee herein) and trade lixtures on the lessed atte (North Wood), erected by Sub-lessee (Lessee herein) and tendent on said site after expertation of this lesse (master lesse) and the expertation of the lesses (this lesse) held by the State under the provisions of paragraph 6.09, providing he lesses (this lesse) held by the State under the provisions of paragraph 6.09, providing he lesses (this lesse) has lesses (the experimental right as allow 3 by law to re-lesse from the State its sub-lessed area; provided, further, upon the termination or expiration of this lease (master lesse) or a sub-lesse (this lesse) assigned under paragraph 6.09 that as a condition of any re-lesse of the lessed site or sub-lessed site to any other party maile during the underly specific or a sub-lessed site or sub-lessed site to any other party maile during the underly specific paragraph, shall mean the expiration of the lesse as of May 31, 2025."

• earee that the terms and conditions of the above ground paragraph shall be applicable provided:

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

(a) That Lessee is not in default under any of the terms and conditions of this lease; and
(b) That Lessee's lease expires May 31, 2025. In the event of earlier expiration of this lease, all buildings and improvements located upon the premises shall be the property of Lessor.

The parties hereto further agree that the benefits of paragraph 8.04 of the muster lease shall be enforceable solely against the State of Washington.

5.08 Taxes and Assessments. The Lesses shall pay in annual payments all taxes and assessments that are now charged or may become chargeable against the improvements placed upon the cabin site, now or in the future, commencing with the taxes first be oming due and payable after the date hereof, all before such taxes and assessments become past due.

5.09 North Woods Association. The roads in the plat and certain other common areas shall be held in the name of The North Woods Association, a non-profit association, of which the Lessees of lots in the plat shall be members. Said Association shall be esponsible for the maintenance and repair of roads, the entire water system is cluding but not limited to vix wer systems serving the publics on the premises, docks and common areas and improvements, thereon (if any), as well as other community functions which may be given it by its members. The owners (Lessee) of lots in the tract shall be required to pay dues of not less than one and one half dollars (1)) per month and assessments to said Association for their reasonable share of the costs of the functions and duties of the Association. Said dress shall be members are leased. It is understood and agreed that Lessor shall and it is hereby delegated to fill all suffers, responsibilities and functions of the North Woods Association until fifty (50) lots in the North Woods are leased. At that time Lessor shall call a steeting of all Lessess for the purpose the forming said Association.

PAGE TWO - CABL!! ITE LEASE

struct

along ment road. such n

receive conne

filling. connec

applica lease, i poliuti

at the I oun ır dam which r the Les applica

interest ti tion of la

ants, conof said pr

the rent d pliance wi recover su appeal the

any taking or not by any part o

Company ! mission Li and Light (fluctuation

or void sha

whom the p tions or cov compliance any structure violation of temedies in

shall run wi

this lease to leased of an

PAGE TH

s shall

by use ide of

within .essee 125.

ery cabin. 100 10 2

on or before

conn of

s, and as

t...::0 or re tat 334

ublished

buildings against

that re

, com-s become

held in cluding hereon is in the

romence uutles. I. At ilist

bе

SECTION IS LITILITIES

6.01 Sewage. Individual sewage disposal systems installed by Lessen must be destained, focus and structed in accordance with the legal regulations, laws and ordinances of Skamaria County and the St. to of the history of the state of t 6.02 Reservation. Lessor reserves to itself and to its successors and assigns extensits. Unless and along all roads and other common areas in the plat for any utilities whether presently installed or not. If he did not a read five (5) feet by ten (10) feet in one corner of each for (to be selected by Lessor) adjusting the road, for electric transformer vault and/or telephone and power service pedestals if the high property of the estimation of the service potential of the supported to each individual lot shall be subject to the right to cross over or under the same along the lot lines, with utility figure it such may be necessary in the development of this subdivision or adjoining subdivisions. 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 laster agree to 6.03 Water. Each capin stellas of vini be formission water at onlinear the formise agrees to receive water from the water system supplying the North Woods and further agrees to pay Lessor \$225.00 for the right to

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

SECTION 7. MISCELLANEOUS

7.01 Lessee's Duti-k. Lessee agrees to comply strictly with the Lessor's rules and regulation and all lease, including but not limited to, use of public or private roads narking, fire and prevention of fire public heat, and pollution of streams or lakes, and to assume all obsignations thereby imposed upon the Lessor. Lessor may impact the eating site and cabin at any time to determine compliance with the terms of this least.

7.02 Indemnification. I assee hereby agrees to assume all risk of, and indemnify and hold hamless and of the Lessee's expense, defend the Lesser from and against, any claims, loss, cost, logal actions liability of expense on at the Lesses's expense, derend the Lessor from and against, any claims, loss, flost, legal action, liability or expense on ount 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 lessed premises. The Lessee further agrees to inclumify and save harmers the Lessor from any loss, cost, suit or expense resulting from Lessee's failure to comply with any of the provisions of any of the provisi

7.03 Insurance. Lessee shall obtain fire casualty and list oility insurance as follows:

(a) Fire and carealty insurance in a sufficient amount to cover the replacement cost of any or at imprese to Lessor and the policy or policies shall be carried by a re to company or constance statistics to Lessor and the policy or policies shall be endorsed and delivered to Lessor with provision for thirty (30) days.

(b) Liability and property insurance insuring Lessor and Lessee again. All liebility for damages to persons or operative caused by the maintenance, use or occupancy of the leaved pressure or (y reason of the civid), to family a responsible company or companies satisfactory to amounts not less than the following limits, namely:

Bodily unjury to or death of any one person, \$5,000,00;

Bodily injury or death resulting from any one accident to two or more persons \$10,000,000 and property damage. \$1,000,00. (3)

Lesses shall deliver to Lessor certificates and receipts evidencing said policies of insurance and further provide on with the company or companies for thirty (30) days' notice of cancellation to Lesson.

7.04 Assignment. Without the prior system consent of Lessor, Lesies shall not assign this leade or any interest therein, or sublet, and no heir, executor, administrator, receiver, trustee in bank ruptcy or other sasigns by one of the state of the state

7.05 Waiver. Any waiver by the Lessor of any provisions hereof must be in writing, and any of the even ants, con. tions, restrictions, in this lease may be annualled, waived, changed or modified with respect to all or any portion.

7.06 Attorneys' Fees. In the event any action, suit, proceeding or lapsed therefrom is brought to collect the rent due or to become due hereunder, or any portion thereof, or to get 1.25 ession of said premises, or to enforce compliance with this lease, or for failure to observe any of the covanants 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 case as their interests therein shall then appears which has not by litigation, by any authority, person or corporation, whether public or private, of any side to or interest shall or

7.08 Reservoir Lurel. The Levie acknowledges of signing this lease that Pacific Power and Light Company has the right to fluctuate the waters of Swin Reservoir at any time within the provisions of Federal Power Commission License No. 2111 or as amended. The Cessee shall view all claims or damage any shall internetly Pacific Power and Light Company, the State of Washington, Lessor of their successors, if any, against an 1888 of damage arising from fluctuation in reservir impairment of recognitional use of the reservoir or shoreside or floating facilities.

7.09 Validity of Provisions. The determination of any Court that any provisions of this losse are unlikeful or void shall not affect the velidity of any other provision haveof

7.10 Enforceme. 40 Revaictions. Without in any way limiting the rights of Lessy, if the partitions or coverants hereof, the Lessy of Oylesses of land is, list tract; shall have the right to compel performance, compliance will be provisions hereof, the lessy of Oylesses of land is, list tract; shall have the right to compel performance, compliance will be provisions hereof, the design of the compel performance any strictures or erections in violation of the provisions hereof in a provisions hereof, to recover damages for any such violation of the provisions hereof and to prosecute any proceedings at law or to equity unfurtherance of the efforts and the provisions hereof in any Court having jurisdiction of such cases.

shall run with the land and shall be binding on the lesses of all property creens have by serious and an all property within the tract.

7.12 Assignment, Without limiting Lesson's sight to sell or resign.

7.13 Assignment, Without limiting Lesson's sight to sell or resign.

7.16 It is to sell or resign.

7.16 It is to sell or resign.

7.17 Assignment, Without limiting Lesson's sight to sell or resign.

7.18 Assignment, Without limiting Lesson's sight to sell or resign.

7.19 Assignment, Without limiting Lesson's sight to sell or resign.

page three — cap n site Lease

CABIN SITE LEASE continued

BOOK 6 PIGE 282

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 observe to performed and such default continues for sixty (60) days after written notice, the lessor may, at its option, immered the tense lease, forfeit Lessee's interest therein, and forthwith exclude the Lessee from the presence 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 Bequeston Oregon

8.02 Master Lease Termination. It is expressly understood that Lessor has leased the promises 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 havein 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 Urb-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 alless t 48 hours before signing the lease. However, this option to void the lease shall not apply where Lessee has received the property report and impected the lot or lots to be leased in advance of signing the lease and acknowledge by his signature that he has made such in pection and her read and understands such report.

be lossed in advanced organisms.

As read and understands such report

Lessee shall have the doction 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—52.990 in advance of his signing this lease.

Each and every provision of this lease shall bind and shall inure to the benufit 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 hercunder shall be joint and several.

8.04 Easements. As shown on the control of "The North Woods", 20 fee: easements are reserved to the Lessor and its assigns on the water front portions of Lots 10, 17, 18, 19, 20, 21, 22, and 23 for purposes of community boat docks. Said easements shall not prevent lesses on helpful veriots from developing their own shoreside docks providing such facilities do not intimited with the boat traffic pattern of the community docks, stem.

Five foot ear menual are reserved to the Lessor and its assigns as pathway to boat docks if it is determined by Lessor that additional boat docks are needed to suive. The North Woods community.

By Aldred
Prosident
By Secretary

LESSOR

LESSEE
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.

a. Cara com a construction and construction of the construction of

LESSEE