

CABIN SITE LEASE

ROBERT T. CURRY, Lessor, in consideration of the rents to be paid and covenants to be performed by ROY J. & GERALDINE H. FORD, Lessee, leases to the lessee the following described cabin site:

Cabin site number EIGHT (8) ---- 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 October 18, 1969 ~~to~~ or to August 31, 1983, whichever first occurs, unless sooner terminated as hereinafter provided, upon the following terms and conditions:

1. 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 TWO HUNDRED TWENTY-FIVE & no/100 dollars (\$225.00 --). 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 310 S.W. 6th Ave., Portland, Oregon 97204 ~~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 preceding three-year period.

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



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exceed the total of the amount by which taxes on the land covered by the Master Lease exceeds such taxes for 1962, plus the amount by which taxes on the improvements in the area shown in green on Exhibit "A" exceed such taxes for 1962, divided by the number of improved cabin sites on said anniversary date.

3. Lessee understands that the level of Swift Creek Reservoir may fluctuate from time to time and lessee agrees that lessor has no responsibility whatsoever to lessee or other persons with regard to the level of the lake.

4. The premises shall be used only as a cabin site, and shall be maintained in a clean and sanitary condition. All cabins or other structures constructed or erected on the site must have a pleasing rustic appearance and be constructed and located on the site, and altered, modified and improved, according to plans approved in writing by lessor prior to commencement of any construction, alteration, modification or improvement. Lessee will keep the premises free and clear from all liens for labor and materials and supplies on account of work performed on the premises by the lessee, his agents, employees, contractors or any other parties, and agrees to indemnify and save harmless the lessor from any loss, cost, suit or expense resulting from the filing of any such lien against the premises. Lessee covenants to complete construction of a cabin upon the leased site within twelve (12) months from date hereof.

5. Without limiting the generality of paragraph 4, all structures shall be back on the cabin site as follows:

- a. Not less than twenty (20) feet from the north and west perimeter boundaries of the development area;
- b. Not less than ten (10) feet from each cabin site side line and rear line, which are not on the north or west perimeter boundary of the development area;
- c. Not less than thirty (30) feet from the cabin site front line. Any line abutting on a road or lane shall be deemed a front line.

6. The lessee will not cut or remove any timber, shrubs, or other vegetation from or on the premises, except for cabin location and driveway, and in any event without the prior permission in writing from the lessor, and will take all proper, and necessary steps to protect the premises from unauthorized occupancy, trespass and damage by fire and assumes all responsibility for the spread of fire in or from the premises and for all damage to property on the land and adjoining land, including the timber thereof and on adjoining lands. Lessee will not make any plantings except in the area immediately adjacent to any cabin placed on the site.

7. No improvements shall be constructed or placed upon any area covered by the Master Lease without lessor's prior written consent. The lessee will pay all taxes and assessments that may become chargeable against the improvements placed upon the cabin site, commencing with the taxes and assessments first becoming due and payable after the date hereof.

8. Lessor has no obligation to furnish to lessee any services or facilities, such as, but not limited to, water, sanitary, garbage, road maintenance, electricity, fire protection, and community beach and dock. This lease is intended to be a bare-land lease. Lessor does not attest to the suitability of any water found on or off the cabin site for domestic use. If lessee desires to develop lessee's own water supply, it

must be located not less than one hundred (100) feet from any privy, and no outside toilet can be built closer than one hundred (100) feet to any existing well.

9. 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. The lessee further agrees to indemnify and save harmless the lessor from any loss, cost, suit or expense resulting from failure to comply with any of the provisions of any such laws, rules or regulations. Lessor may inspect the cabin site and cabin at any time to determine compliance with the terms of this lease.

10. 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, resulting partly or wholly, directly or indirectly, from the lessee's exercise of the rights herein granted.

11. Prior to the expiration of this lease or within thirty (30) days or such longer period thereafter as may be reasonably required by weather conditions, the lessee shall have the right to remove the cabin and his other property from the premises at his own expense and shall restore the site and leave the premises in a clean and sanitary condition satisfactory to the lessor. In event of failure to do so, the lessor may remove such property and restore the site and the premises to a clean and sanitary condition at the expense of the lessee, or may appropriate such property to its own use without compensation.

12. 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 thirty (30) days after written notice, the lessor may, at its option, immediately terminate this lease 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 ~~1111 1/2 Cedar Street~~ 1057 1/2 Cedar Street.

13. It is expressly understood that the lessor has leased the premises from the Northern Pacific Railway Company for period ending August 31, 1983. The lease between the lessor and the Northern Pacific Railway Company provides that the lessor may terminate his lease on August 31st of any year if the term thereof and also that said lease may be terminated for default. The Northern Pacific Railway Company has agreed in its lease with the lessor that in the event of such termination by the lessor or by default all subleases shall terminate on the date of the termination of said lease. The Northern Pacific Railway Company will, however, provide for the continued use of the premises by the lessor's sublessees by one of the two following described lease arrangements. The

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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



exceed the total of the amount by which taxes on the land covered by the Master Lease exceeds such taxes for 1962, plus the amount by which taxes on the improvements in the area shown in green on Exhibit "A" exceed such taxes for 1962, divided by the number of improved cabin sites on said anniversary date.

3. Lessee understands that the level of Swift Creek Reservoir may fluctuate from time to time and lessee agrees that lessor has no responsibility whatsoever to lessee or other persons with regard to the level of the lake.

4. The premises shall be used only as a cabin site, and shall be maintained in a clean and sanitary condition. All cabins or other structures constructed or erected on the site must have a pleasing rustic appearance and be constructed and located on the site, and altered, modified and improved, according to plans approved in writing by lessor prior to commencement of any construction, alteration, modification or improvement. Lessee will keep the premises free and clear from all liens for labor and materials and supplies on account of work performed on the premises by the lessee, his agents, employees, contractors or any other parties, and agrees to indemnify and save harmless the lessor from any loss, cost, suit or expense resulting from the filing of any such lien against the premises. Lessee covenants to complete construction of a cabin upon the leased site within twelve (12) months from date hereof.

5. Without limiting the generality of paragraph 4, all structures shall be set back on the cabin site as follows:

- a. Not less than twenty (20) feet from the north and west perimeter boundaries of the development area;
- b. Not less than ten (10) feet from each cabin site side line and rear line, which are not on the north or west perimeter boundary of the development area;
- c. Not less than thirty (30) feet from the cabin site front line. Any line abutting on a road or lane shall be deemed a front line.

6. The lessee will not cut or remove any timber, shrubs, or other vegetation from or on the premises, except for cabin location and driveway, and in any event without the prior permission in writing from the lessor, and will take all proper, and necessary steps to protect the premises from unauthorized occupancy, trespass and damage by fire and assumes all responsibility for the spread of fire in or from the premises and for all damage to property on the land and adjoining land, including the timber thereof and on adjoining lands. Lessee will not make any plantings except in the area immediately adjacent to any cabin placed on the site.

7. No improvements shall be constructed or placed upon any area covered by the Master Lease without lessor's prior written consent. The lessee will pay all taxes and assessments that may become chargeable against the improvements placed upon the cabin site, commencing with the taxes and assessments first becoming due and payable after the date hereof.

8. Lessor has no obligation to furnish to lessee any services or facilities, such as, but not limited to, water, sanitary, garbage, road maintenance, electricity, fire protection, and community beach and dock. This lease is intended to be a bare-land lease. Lessor does not attest to the suitability of any water found on or off the cabin site for domestic use. If lessee desires to develop lessee's own water supply, it

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9. 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. The lessee further agrees to indemnify and save harmless the lessor from any loss, cost, suit or expense resulting from failure to comply with any of the provisions of any such laws, rules or regulations. Lessor may inspect the cabin site and cabin at any time to determine compliance with the terms of this lease.

10. 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, resulting partly or wholly, directly or indirectly, from the lessee's exercise of the rights herein granted.

11. Prior to the expiration of this lease or within thirty (30) days or such longer period thereafter as may be reasonably required by weather conditions, the lessee shall have the right to remove the cabin and his other property from the premises at his own expense and shall restore the site and leave the premises in a clean and sanitary condition satisfactory to the lessor. In event of failure to do so, the lessor may remove such property and restore the site and the premises to a clean and sanitary condition at the expense of the lessee, or may appropriate such property to its own use without compensation.

12. 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 continue for thirty (30) days after written notice, the lessor may, at its option, immediately terminate this lease 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 11-17-66 11-17-66 11-17-66

13. It is expressly understood that the lessor has leased the premises from the Northern Pacific Railway Company for a period ending August 31, 1983. The lease between the lessor and the Northern Pacific Railway Company provides that the lessor may terminate his lease on August 31st of any year of the term thereof and also that said lease may be terminated for default. The Northern Pacific Railway Company has agreed in its lease with the lessor that in the event of such termination by the lessor or by default all subleases shall terminate on the date of the termination of said lease. The Northern Pacific Railway Company will, however, provide for the continued use of the premises by the lessor's sublessees by one of the two following described lease arrangements. The

Northen Pacific Railway Company shall have the option to determine which of the two lease arrangements shall be used.

a. The existing leases between the lessor and his sublessees would be revived and the sublessee would make the rental payments provided for therein directly to the Northern Pacific Railway Company. The subleases would be modified, if Northern Pacific Railway deems it necessary to recite that lessor has no obligation or liability to furnish any services or facilities, such as, but not limited to, water, sanitary, garbage, road maintenance, electricity, fire protection and community beach and dock. The subleases would be further modified in any respect deemed necessary by Northern Pacific Railway Company to make them, in effect, bare-land leases.

b. The Northern Pacific Railway Company would issue a standard form cabin site lease to each of the lessor's sublessees. Such lease would be substantially in the same form as the form marked Exhibit "B", attached hereto and by this reference made a part hereof. The lease period would end at the same time as the sublessee's former sublease. The Cabin Site Rules and Regulations issued by the Northern Pacific Railway Company in accordance with such lease would relate to fire prevention, sanitation and other matters insuring the protection of the premises and promoting the enjoyment of the use thereof by the lessees. Such rules and regulations would be comparable to those in other Northern Pacific Railway Company cabin site development areas with such modification as required by any special circumstances in the particular area. It is expressly understood that such leases would be bare-land leases only and would not provide for the continuation of any services or facilities theretofore furnished by the lessor, including but not limited to, water, sanitary, garbage, road maintenance, electricity, fire protection and community beach and dock.

14. Without the prior written consent of lessor, lessees 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.

15. Any waiver by the lessor of any provisions hereof must be in writing.

16. Without limiting lessor's right to sell or assign this lease or land, lessor may assign this lease to a corporation, and if said corporation assumes the obligations of lessor hereunder, lessor shall thereby be released of and relieved from any and all obligations under this lease.

17. That in the event any action or suit or proceeding 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, said lessee will pay to the lessor such sum as the Court may adjudge reasonable as attorney's fees to be allowed in said suit or action.

18. Lessee disclaims all interest whatsoever in any sums or damages paid or awarded by reason of any taking, condemnation or acquisition during the existence of this lease, 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.

19. 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.

IN WITNESS WHEREOF, the parties have executed this lease, in duplicate, this 6th day of October 1969.

Robert T. Curry
Robert T. Curry,
LESSOR

Roy J. Ford
Isabel H. Ford
LESSEE

State of Oregon

County of Multnomah

Subscribed and sworn to before me as this 6th day of October, 1969.

Notary Public for Oregon

My Commission Expires

3/11/70

STATE OF WASHINGTON
COUNTY OF SKANANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY

St. Co. Title Co.
OF Skamania, Wa.
AT 2:45 PM 2/4 1982

WAS RECORDED IN BOOK 6
OF Skamania Co. AT PAGE 297
RECORDS OF SKANANIA COUNTY, WASH.

R. J. Ford
COUNTY AUDITOR
E. McPherson

