ASSIGNMENT OF LEASE

This agreement made and entered into this 1st day of 1978, by and between JOHN DOUGLAS and LILLIAN DOUGLAS, husband and wife, hereinafter referred to as assignor and ROBERT E. HOGCARD and NANETTE L. HOGGARD, husband and wife, hereinafter referred to as assignee.

In consideration of the mutual covenants contained herein and for other good and valuable consideration, JOHN DOUGLAS and LILLIAN DOUGLAS, husband and wife, of North Woods Cabin Sites, Cougar, Washington, assignor herein and leasee of those certain premises described as follows:

Cabin Site No. 205 of the North Woods as shown in red on Exhibit "A" attached hereto (all distances being approximations), being part of Government Lots 4 and 8, Sect. on 26, Township 7 North, Range 6, East of the Willamette Meridian, Skamania County, Washington, subject however to an easement for right-of-way for acess road required by the United States of America, United States Forest Service.

which were demired by Water Front Recreation, Inc., a Washington corporation, to LYLE BOWERS and KAYE BOWERS, husband and wife, under that certain lease agreement entered into on the 15th day of September, 1976, a copy of said lease being attached hereto as Exhibit "B" and incorporated herein by this reference, do hereby assign said lease to the assignee subject to all the terms and conditions thereof and assignee accepts the assignment and shall perform all the terms and conditions thereof, including payment of all rent required by the provisions of said lease



MOOR 6 PAGE

In thess whereof, the parties have executed this assignment the day and year above written.

John Douglas, Assignor

Robert E. Hougard Assigned

Lillian Douglas, Assignor

Manetie L. Hoggard, Asignee

STATE OF WASHINGTON)

: 55.

County of Clark

This is to certify that on the day of , 1978 personally appeared before me John bouglas and Alian Douglas, 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

Witness my hand and official seal the day and year in this certificate first above written.

(Notary Public in and for the State of Washington, residing at harrows.

STATE OF OREGON

: 55

County of Washington)

This is to certify that on the personally appeared before me Robert E. Høggard and Nanette L. Høggard, 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 ment oned.

Witness my hand and official seal the day and year in this certificate first above written.

Novary Public in and for the State of Oregon , residing at William

Comm. Esp. - 1-22-82



CABIN SITE LEASE

WATER FRONT RECREATION. INC., a Washington corporation, hereinafter called Lessor, in consideration of the rents to be paid and covenants to be performed by Ly Ly C + Kays L

hereinafter called Lesses, leases to Lessee the following described cabin site on the terms and conditions st

Cabin site number of the North Woods as shown in red on Exhibit "A" attached hereto (a): distances being approximations), being part of Government Lots 4 and 8, Section 26, Township 7 North, Range 6 East, W.M., Skamania County, Washington, SU@JECT, 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 soons: terminated as hereinafter provided.

1.02 Master Lease. Lesser 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 by and through the Dopa tower of Natural Resources.

1.03 Master Lease incorporated. The master lease is on file with Lessor and is available for indection Lessee's rights hereunder are subject to all the term provisions, exception and reservations set forth in said maker lease less to which Lesso 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

2.02 Rent Adjustments. I assor may, as of any anniversary date, increase the encoderent as follows:

(a) Under the master lead, Lessor's rental to the State of Washington may be in reased on June 1, 15.30, and at intervals of not less than ten (10) years thereafter. Lessor may increase Lessee's rental her ander at such times Lessor's rental under the master lease is increased. The amount of such increase that the Lessee shall be responsible found required to pay shall equal the total rental increase under the master lease to Lessor multivalied by the Lessee's rental to the Lessor divided by the total annual rental of the Lessees of the sites in the North Woods. Annual conditions used herein shall mean the total rent the Lessee is required to pay to Lessor for the year immediately practically the second the increase. The aforesaid formula is illustrated as follows:

Les: o's share of increase

Increase under matter lease to Lessor

Lessee's annual rental
Total annual rentals of sites

(b) In addition to the increase permitted under subparairable (a) above. Lessor may as of any anniversal date, increase the annual rental necessary of taxes and assessments against said real property in an amount, which together with prior increases on ecount of taxes and assessments, shall not exceed the total of the amount by which taxes and excessments on the land covered by the master lesse exceeds such taxes for 1970, divided by the number of improved cabin sites on said anniversally date.

(c) Finally, every ten years beginning September 1, 1980, the annual rental shall, at the sition of the Lessor, be adjusted to reflect the percent of increase from September 1, 1970, in the Consumer Price Index as published by the Bureau of Leber Statistics; U.S. Department of Leber; that is, the annual rental each year for the succeeding ten years shall be increased as compared with the annual rental as set forth herein by the same percentage as the increase in raid Consumer Price Index differs from said Index for September 1, 1970.

SECTION 3. LESSOR'S CONVENANTS

3.01 Declaration. In order to preserve the natural beauty of the North-Woods, to provide for the control of structures erected thereun, improvements to be made thereon, and for the purpose of extending to the resident therein the greatest possible peace, enjoyment, privacy, health, comfort, safety, and preservation of property values, Lessor deelereby certify and declare that with the sole exception of lot 19, which is the North Woods Sales Office, the following reservations, conditions, covenants, agreements and restrictions shall become and are hereby made a part of all leasts of property within the plat of the North Woods as the same appears on the map survey recorded in the office of the County Au Hor of Skamania County, Warhington.

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, besser 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 that be used only for residential purposes. No building shall be a rected, altered, placed, or permitted to remain up the cabin site other than one detached single family awelling and a building incidental to residential use, and the sabin site shall not be further subdivided into building into

4.02 Condition of Sits. The premises hereby leased have seen inspected by Lessee and are accepted in a telephone.

4.03 Vehicles. No vehicles shall be parked in roadways. Whicles shall not be operated carelessly list in excess of posted speeds. No vehicle shall be operated at any time without a multier in good working order. Excessive motels noise or annoying smoke are forbidden.

4.04 Maintenence. All lots shall at all times be kept in a clean, sightly, and wholesome candillon and no track, garbage, litter, junk, boxes, containers, bottles, cans, machinery, implements, lumber, or other building metarials and the permitted to be or remain exposed on any lot end visible from any street or actioning or many primites.

4.08 Signs. No signs of any kind shall be displayed to the public view on any hit in the healt thicept line is unforced by the property for sale or control is a line with the property for sale or control is a line with the property for sale or control is a line with the property during the construction and sale of sale of the property during the construction and sale of sale of the property during the construction and sale of

4.05 Nulsance. No noxious or offensive trade or activity thall be carried on or upon any to the nor chall envilling be done thereon which may be or bero. ... ananoyande be misance in the alen.

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4.0% Animals. No animals, livestock, or poultry of any kind shall be raised pred, or kept except that cars, dogs, or other household pats may be kept, but not for an a commercial ise. Househol. not be allowed to become an annoyance or nuisance to the neighborhood. incinera

4.08 Indineration. Because of unpleasant odors and unlightlings, no in sted on any lot.

4.09 Fires and Fireplaces. Interior fireplaces, stoves, or other type bur be fire of sourkproof screens. All fires n ... be extinguished before leaving cabin. No fires shall a ninta eny cebin.

4.%0 Firearms and Fireworks. Discharging firearms, fire lackers, rockets or any c the North Woods area shall be prombited.

4.11 Commercial Use. No planted lot shall be used for all, commercial purpose, his cabin from time to three, and in such case shall be responsible that his tenants abid

4.12 Motoru3 - No motorbike or motorcycle riding of liny natur ingress and egress.

6.13 Fire Extir guisher. One fire extinguisher (minimum "vo quart ne be on w 4.14 Trellers and Fents. No tent, house trailer, or mobile nome, wi , weakend bu

shall the permitted on any lot except during the period of cabin construction and for g irculation of 4.15 Solic'tation. There shall be no solicitation or distriction of hande. without the written consent of Liser.

4.18 Hore Bibs One hose bib shall be installed on outs. all of each cabin completion of the cabin.

SECTION 5. IMPROVEMEN

6.01 Plans Approved. No building shall be erected, place or altered or struction plans showing the location of the structure have been approved \boldsymbol{t} . re Lessor as omty existing str development, quality of workman sip and materials, harmony of external on and color w to location with respect to topography and finish grade elevation. Such apval shall be i ting.

me. Wood fra 5.02 Building Materials. All building construction shall r shake, or c simulated brick veneor construction is expressly prohibited. All roofs shall of wood shi composition -- color to be approve prior to application by the Lessor or such person or p tesignates

5.03 Completion Cabins must be completed from all outward appearer time such construction is started. Cubin construction must be started within three years Cabin Site Lease.

5.04 Tree Removel. The Lessee of each cabin site may remove from s. necessary to prepare the property for building subject to the following conditions:

As required by the State of Washington in the master lease, any tree wover 8" at chest height must be marked by Lessa for Lessor's inspection than notify the Washington State Department of Natural Resources and then notify the yearnington state to the value construction and the standard appraid of value. Lessee will then pay Lessor the value of removal. Any a cutional clearing beyond that necessary to the constructions. The intent is to remove as few trees as provements shall be prohibited. The intent is to remove as few trees as provements shall be prohibited. the value of -

end that the co. -nunity remain natural and rustic 6.05 Lot Marke > Lessee will use all reasonable care to make certain the

by Lessor, are not moved or destrived. 5.08 improvers nts Other Than On Cabin Site. No improvements of any placed upon any area covered by the master lease without Lesson's prior will ten consent.

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

"8.04 Ownership of Sub-lessee Improvements. All buildings and Improvements, excluding removable personal property and trade fixtures on the leas d site [North Woods] erected by Sub-lessee (Lessee harein) will remain on said site after expiration of this lesse [master les or termination prior to the term of this lease [master lease] of any sub-lease [the by the State under the provisions of paragraph 5.09; provided, however, a of the lease (mester it ase), if the State is unsuccessful in re-leasing the as a unit, then each sux-lessee [Lessee Ferein] shall have a preferential WELL . to re-lease from the State its sub-leased area; provided, further, upon tion of this leas. [master lease] or a sub-lease [this lease] assign as a condition of any re-lease of the leased site or sut. leased site to a in non e araph 5.6. ar party made the three year period following the State shall require the subsequent Sub-losses's [Lessee herein] interest in the improvements as allowed o to purchase t v. Expiration, a used in this paragraph, shall mean the expiration of the losse as of M 2023

The parties hereto agree that the terms and conditions of the above quoted caragraph scale be applicable provided

(a) That Lessee is not in default under any of the terms and conditions of this lesse and (b) That Lessee's lesse expires May 31, 2025. In the event of earlier expiration of the expiration of

The parties hereto further open that the benefits of paragraph 8.04 of the master lease well be enformable so ity against the State of Washington.

6.08 Taxes and Assostments. The Lesses shall pay in a nual payments. I taxes and assessments now charged or may become chargeable against the improvement, placed upon the cabin's tell now or in the formal manning with the taxes first becoming date and payable after the date hereof, all before such assessment.

5.69 North Woods Association. The roads in the plat and certain other a man areas sha the same of The North Woods Association, a non profit association, of which the Letters of this in the plat and repair of roads, the entire water at the same and repair of roads, the entire water at the same as the same ment ers. Said Association shall be responsible for the maintenance and repair of roads, the entire with the limited to water systems serving the cabins on the premises, docks and common areas and exponentially limited to water systems serving the cabins on the premises, docks and common areas and exponentially as well as other community functions which may be given it by its members. The owners (Loss that the first exponentially per month and assessment tract shall be responsible share of the costs of the functions and duties of the Association. Said due are the firm 50 lots are leased. It is understood and agreed that Leasor shall and it is hereby dollers at the firm 50 lots are leased. It is understood and agreed that Leasor shall and it is hereby dollers are leased. It is understood and agreed that Leasor shall and it is hereby dollers are leased. It is understood and agreed that Leasor shall and it is hereby dollers are leased. It is understood and agreed that Leasor shall are leased to further than the lease shall be accommon to the lease of the purpose of forming said A Lease are leased.

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SECTION 6. UTILITIES

0.01 Sawage, Individual sawage discresal systems installed by Lessee must be designed, located, and the structed in accordance with the legal regulations, laws and ordinances of Skemania County and the Sinte of Washington

8.02 Reservation. Lessor reserves to itself and to its successors and assigns easement in junde along all roads and other common areas in the plat for any utilities whether presently installed or not. It additions ment is reserved in an area five (5) first by ten (10) feet in one corner of each lot (to be selected by Lease, Salof road, for electric transformer vault and/or telephone and power service pedestals if any. And the to each individual lot shall be subject to the right to cross over or under the same along the lot live such may be necessary in the development of this subdivision or adjoining subdivisions.

8.03 Water. Each cabin site has or will be furnished water at or near the lot lin receive veter from the water system supplying the North Woods and further agrees to pay Lesson connect to said system.

6.04 Maintenance. The lessee shall bear the responsibility and expense of furni filling, and maintaining each underground trench or other digging upon such cabin site which is or or any u connections or facilities to serve such cabin site.

SECTION 7. MISCELLANEOUS

7.01 Lessoe's Duties. Lessee agrees to comply strictly with the Lessor's rules and reapplicable Federal, State, County, and Municipal laws, rules and regulations relating to all activities collease, including but not limited to, use of public or private roads, parking, fire and presention of fire, po tions and pollution of streams or lakes, and to assume all obligations thereby imposed upon the Lessor. Lessor m site and cabin at any time to determine o impliance with the terms of this lease.

at the Lessee's expense, defend the Les applicable laws, rules or regulations.

7.02 Indemnification. Lessee hereby agrees to assume all risk of, and indemnify and her from and against, any claims, loss, cost, legal actions, liability account of personal injury to or death of my persons whomsdever, including but not limited to employs or damage to or destruction of property to whomsoever belonging, including but no limited to property which might result from Lossoe's activities on the leased premises. The Lessee further agrees to indemnify the Lessor from any loss, cost, suit or expanse resulting from Lessoe's failure to comply with any of the property of the pro

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 viry or all in ments upon the leased premises. Such insurance shall be carried by a responsible company we companies sat to become another policy or policies shall be endorsed and delivered to Lessor with provided at a thirty (30) or notice of cancel's Jon to Lasson

or property caused by the maint activity carried on thernin. Such Lossor in amounts not less than t

- (b) Elability and property insurance insuring Lessur and Lessee against all liability. ance, use or occupancy of the leased premises or by ransurance shall be varried by the possible company or as - following limits, namuly.
- leath of any one person, \$6,000.00; (1) Bodily injury to or
- (2) Bodily injury or property damag
- th resulting from any one accident to two or more persons, 10000

(3)

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

7.04 Assignment. With at the prior written consent of Lesson, Lesson shall not assemblis lease or a at therein, or sublet, and no heir el actor, administrator, receiver, trustee in hark-uptcy or other ignee by op. tion of law shall assign or sublease witho in such written consent.

7.05 Waiver. Any waiver by the Lessor of any provisions hereof must be in writing and any or one ents, conditions, restrictions, in this lesso may be annulled, waived, changed, or modified with respect to all or any proof said property by Lessor at any time.

7.06 Assormeys' Fras. To the event any action, suit, proceeding or appeal therefrom is thought to order the rent due or to become due hereunder, or any portion thereof, or to get posses ion of said premium to the control of the con pliance with this lease, or for failure to one rive any of the coronants of this least the prevailing party shall be untitle of recover such sum as the Court may adjudge reasonable as attorneys' fees to be allowed in said suit, all on, proceeding or appeal therefrom in addition to such other rollef granted by the Court

7.07 Condomnation. The parties hereto shall receive any sums or damages paid or received by reason of any taking, condemnation or occupisition dozing 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 floral. 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 damage and shall indemnify Pacific Power and Light Company, the State of Washington, Lessor or their successors, if any, against any claim of damage ausing from fluctuation in reservoir level or impairment of recreational use of the reservoir or shoreside or floating facilities

7.99 Validity of Provisions. The determination of any Court that any provisions of this lease are 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 upon when 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 or compliance with the provisions hereof, to abate and remove, at the expanse of the offending lessee or lessees of the property. any structures or eractions in riolation 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 aforesaid remedies in any Court having jurisdiction of such cases.

7.19 Reservations on Land. All of the reservations, conditions, covenants, agreements and restrictions shall run with the land and shall be binding on the lessees 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 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.

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SECTION 8. TERMINATION

8.01 Default and Notice. If any default shall be made on the part of parformance of any of the terms, covenants, agreements, or provisions of the such default continues for sixty (CO) days after written notice, the lessor m lease, forfeit Lessee's interest the ain, and forthwith exclude the Lessee fro but the Lessee shall nevertheless in liable to the Lessor for all habilities in Waiver of any default hereunder shall not constitute a waiver harein by the Lessor may we mad my depositing such notice i

Lancounce to sole 415.10

Termination. It is expressly understo-8.02 Master L.

ing June 1, 2025. The martir leare provides that in t State of Washington for a period reason whatsoever, prior to the least termination date, such termination shall operate as an Washington or this lease together with the unrestricted right of the State to receive payments from the date of said assignment

8.03 Failure to Provide Property Report. Les receive a property report prepared oursuant to the rules and requestion, of the U.S. Departme Development, in advance of, or at the time of this signing the lease, and Linear shall have the r within 48 hours after signing the to self he did not receive the property resort at least 48 to However, this option to void the till e shall not apply where Lessee has record the propert or lots to be leased in advance of plang the lease and acknowledges by hi has read and understands such re-

Lessee shall have the option to void this lease if he do: suant to rules and regulations of the Oregon Subdivision Control Law G

Each and every provision of this lease shall bind and st. representatives, successors and assems of the parties. In the event lessee persons hereunder shall be joint a if several

8.04 Easement. As shown on the plat of "The North V. odd 20 Lessor and its assigns on the water front portions of Lots 16, 17, 18, 19, 24, 21, 22, 4 boat docks. Said easements shall not prevent lessees of the above lots from developing amountly (is on the

viding such facilities do not interfere with the boat traffic pattern of the c Five foot easements are reserved to the Lenson and its an northerly lot line of Lot 11 for access to the water front. Said access to access to by Lessor that additional boat docks are needed to serve "The Forth Wook. Community."

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IN WITNESS WHILE REOF, the parties have executed this mase, in duplican

15110 f W. C. RUFT BLAVER DIE OR . 970

WATER LRONT RECRE/-HON, INC

Mille

I (we) hereby acknowledge this prior to the signing of this least, I (we) have received, read, and understand the PROPERTY PREPORT prepared pursuant to the rules and regulations of the (J.S. Department of Housing and Urben Development (office of Interestate Land Sales Registrations) and the PROPERTY REPORT prepared pursuant to rules and regulations of the Crean Subdivision control (aw ORS 92.210), 92.890, I (we) also acknowledge that I (we) have inspected the lot to be

CON

Recreation

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to ROBERT

STATE OF

County of

On t undersign duly comm to me kno the corre acknowled act and d therein m authorize affixed i

Witn and year

CONSENT TO ASSIGNMENT BY WATERFRONT RECREATION, INC.

I, JUDY ROBERTSON duly authorized agent of Waterfront
Recreation, Inc., hereby agree and consent to the assignment
of the existing lease between Lyle C. Bowers and Kaye Bowers,
husband and wife, as leasees under that certain lease agreement
signed on September 15, 1976, described as follows:

Cabin Site No. 205 of the North Woods as shown in red on Exhibit "A" attached hereto (all distances being approximations), being part of Government Lots 4 and 8, Section 26, Township 7 North, Range 6, East of Willamette Meridian, 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.

to ROBERT E, HOGGARD and NANETTE L. HOGGARD, husband and wife.

Judy Roberston

STATE OF WASHINGTON)
: ss
County of Clark

ERTY (office On this day of 10.77, 1978, before me the undersigned, A Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Judy Robertson to me known to be the President of Waterfront Recreation, Inc., the correspond to the sail 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 Judy Robertson is 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 af #ixed the day and year first above written.

Notary Public in and for the State of Washington, residing at 8830 500 560

fotland), Or 97-19 my tommission, paperses 21/182