# ASSIGNMENT OF LEASE WITH CONSENT OF LESSOR

STEVEN GEORGE, a single man, assignor herein, and lessee of premises described as follows:

Cabin Site No. 123, of the North Woods as shown in red on Exhibit "A" attached hereto (all distances being in approximations), being part of Government Lots 4 and 8, Section 26, Township 7 North, Range 6 East, of the Willamette Meridian, Skamania County, Washington.

SUBJECT, however to an easement for right of way for access road acquired by the United States of America, Unites States Forest Service.

which were demised by Water Front Recreation, Inc., a Washington corporation, to STEVEN GEORGE, a single man, under that certain lease agreement entered into on the 12th day of the, 1977, a copy of said lease being attached hereto as Exhibit "B" and incorporated herein by this reference, do hereby assign said lease to RICHARD J. PEDRO and SANDRA V. PEDRO, husband and wife, subject to all terms and conditions thereof, including payment of all rent required by the provisions of the lease. Neither this assignment nor the acceptance of rent by lessor from assignee pursuant to this agreement, shall release, relieve, or in any manner modify the obligation of assignor under the terms and conditions of the

Assignee shall accept the foregoing assignment and assume the liability and duty to perform all of the terms and conditions of the lease on the part of the assignor to be performed.

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Page 2

Page 1 - ASSIGNMENT OF LEASE

WATER FRONT RECREATION, INC., a Washington corporation, lessor under the lease accepts and consents to the assignment by assignee.

In witness whereof, the parties have executed this assignment the  $\frac{1}{2}$  day of  $\frac{1}{2}$  day of  $\frac{1}{2}$ ,  $\frac{1978}{2}$ .

Steven George

Richard J. Pedro

State of Washington) ss County of Clark

Sandra V. Pedro

This is to certify that on the Lot day of December, 1975, personally appeared before me STEVEN GEORGE, a single man, to me known to be the individual who executed the foregoing instrument, and he acknowledged the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal this  $\underline{\textit{Lst}}$  day of  $\underline{\textit{Tles.}}$  .

Notary Public in and for the State of Washington, residing Vancouver.

Page 2 - ASSIGNMENT OF LEASE

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Witness my hand and official seal this \_\_\_\_\_\_, day of \_\_\_\_\_\_\_, 197.

Notary Public in and ior the State off, residing at Portion

Page 3 - ASSIGNMENT OF LEASE

ASSIGNMENT

Of

# CONSENT TO ASSIGNMENT BY WATERFRONT RECREATION, INC.

duly authorized agent of WATER FRONT RECREATION. INC., hereby agrees and consent to the assignment of the existing lease between WATER FRONT RECREATION, INC., and STEVEN GEORGE, a single man, as lessue under that certain lease agreement signed on June 12, 1977, described as follows:

Cabin Site No. 123, of the North Woods as shown in red on Exhibit "A" attached hereto (all distances being in approximations), being part of Government Lot 4 and 8, Section 26, Township 7 North, Range 6 East, of the Willamette Meridian, Skamania County, Washington.

SDBJECT, however to an easement from right of way for access road acquired by the United States of America, United States Forest Service.

to RICHARD J. PEDRO and SANDRA V. PEDRO, husband and wife.

CONSENT TO ASSIGNMENT OF LEASE



#### CABIN SITE LEASE

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

consideration of the rents to be paid and covenants to be performed by Sicce <u> Eclusical Gerry</u>

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

Cabin site number ( 23 of the North Woods as shown in recom Cabinit "A" attached hardto (all distances being approximations), being part of Government Lots 4 and 8, Section 26, Township 7 North, Range 6 East, W.M., Skamania County, Washington, SUCJECT, 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

1.02 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 by and through the Department of Natural Resources.

1.03 Master Lease Incorporated. The master lease is 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-Lissee) and incorporated herein by reference, including, without limiting the foregoing an easiment 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 Renta . As remail for each lease year, the Lessee shall pay the sum of Four honday

Dollars (\$ 'Yec '). Rent shall be paid a rivance on the first day of September in each year, hereinafter referred to as the "a iniversary dite." All payments shall be made to Lessor at 9655 S.W. Canyon Road, Portland, Oregon, or at such other place at which the Lessor may notify the Lessee in writing. Bent 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 or any anniver any date, increase the annual rental as follows:
(a) Under the master lease, Lessor's rental to the State of Washington may be increased on June 1, 1980, and at intervals of not less than ten (10) years thereafter. Lessor may increase Lessoe's rental hereunder at such times as Lessor's realtal under the master case is increased. The amount of such increase that the Lessee shall be responsible for and required to pay shall equal the total rental increase under the master lease to lessor multiplied by the Lessee's an ual rental to the Lessor divided by the total annual rental of the Lessees of the sites in the North Woods. Annual rental as used herein shall mean the total rent the Lessee is required to pay to Lesser for the year immediately preceding the year of the increase. The aforesaid formula is illustrated as follows:

Less/.e's share of increase

to Lessor

Increase under master lease X Lessee's annual rental to Lesser Total annual rentals 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 twice 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 leville exceeds such taxes for 1970, divided by the number of im proved cabin sites on said anniversary date

(c) Finally, every ten years beginning Scatember 1, 1985, the annual relatational, at the option of the Lessor, be adjusted to reflect the percent of increase from September 1, 1975, in the Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor, that is, the annual rental each year for the succeeding ten years of all be increased as compared with the annual rental as set forth herein by the same percentage as the increase in said insumer Price Index differs from said index for September 1, 1975.

## SECTION 3. LESSOR'S CONVENANTS

3.0 Declaration. In order to preserve the natural heavy of the North Woods, to provide for the control of structures erected therein, improvements to be made thereon, and for the purpose of extending to the residents therein the greatest possible reace, enjoyment, privacy, neutith comfort, salety, and preservation of property values, Lossor does hereby certify and reclare 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 leases of property which the plat of the North Woods as the same appears on the map survey recorded in the office of the County Auditor of Skamanic County, Washington.

3.02 Boat Dock. Lessor shall construct a boat dock for the common use of residents of the North Woods. In this went construction of said boat dock is not completed by September 1, 1972, it is hereby agreed that in It. of such construction, Lessor shall contribute \$5,000.00 to the North Woods Association, hereinafter described in paragraph 5.09, for zonst, iction o. such dock.

#### SECTION 4. USE OF SITE

\$ 01 Permitted Use. The cabin site shall be used only for residential purposrs. No building shall be effected, placed, or permitted to remain on the cabin site other than one detached single family dwelling and buildings holdental to residential use, and the cabin site shall not be further subdivided into I wilding lots.

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

4.73 Vehicles. No vehicles shall be parked in roadways. Vehicles shall not be operated parelessly or in excess of poster speaks. No vehicle shall be operated at any time without a muffler in good working order. Excessive motor noise of annoying smoke are forbidden.

3.04 Maintenance. 'All lots shall at all \*'.nes be kept in a clean, sightly, one wholesome condition and no trash, garbane, litter, lunk, boxes, containers, bottle- 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 treet except and 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.

4.03 Nulsance. No nowinus or offensive trade or activity shall be carried on or upon any let in the tract nor shall anything be done thereon which may be or become an annoyance or nuisance in the area.

FAGE ONE - CABIN SITE LEASE

# PAGE 55

#### SECTION 5. IMPROVEMENTS continued

- 4.07 Animals. No animals, livestock, or poultry of any kind shall be relised, bred, or kept on any lot, except that cats, dogs, or other household pets may be kept, but not for any com/nercial purpose. Household pets shall not be allowed to become an annoyance or nuisance to the neighborhood.
- 4.08 Incineration. Because of unpleasant odors and unsightliness, no individual incinerator will be permitted on any lot.
- 4.09 Fires and Fireptaces. Interior fireplaces, stoves, or other type ourner must be fireproofed by use of sparkproof screens. All fires must be extinguished before leaving cabin. No fires shall be lit or maintained outside of any cabin.
- 4.10 Firearms and Fireworks. Discharging firearms, firecrackers, rockets or any other fireworks within the North Woods 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 case shall be responsible that his tenants abide by these covenants.
- 4.12 Motorbikes. No notorbike or motorcycle riding of any nature shall be allowed except for
  - 4.13 Fire 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 on wheels or not, shall be permitted on any lot except during the period of cabin construction and for guests over a weekend period.
- 4.15 Solicitation. Thuse shall be no solicitation or distribution of handbills or circulation of any kind without the written consent of Lessur.
- 4.16 Hose Bibs. One hose bib shall be installed on outside wall of each cabin for fire protection on or before completion of the cabin

#### SECTION 5. IMPROVEMENTS

- 5.01 Plans Approved. No building shall be erected, placed, or aftered on the cabin site until the construction plans showing the location of the structure have been approved by the Lessor as to conformity with plan of development, quality of workmanship and material attempts of external design and color with existing structures, and as to location with respect to topography and finish grade elevation. Such approval shall be in writing.
- 5.02 Building Materials. All building construction shall be of log or wood frame. Wood frame stucco or simulated brick gener construction is expressly prohibited. All roofs shall be of wood shingle or shake, or of an acceptable composition – color to be approved prior to application by the Lessor or such person or persons designated by Lessor.
- 5.03 Completion. Cabins must be completed from all outward appearance within one (1) year from the time such construction is started. Cabin construction must be started within three years from the date of the signing of Cabin Site Lease.
- 5.04 Tree Removal. The Les eo of each cabin site may remove from said site all trees, shrubs, and foliage

"ssary to prepare the property for building subject to the following conditions:

As required by the State of Washington in the master lease, any tree whose diameter is over 8" at chest height must be marked by Lesser for Less, a inspection. Lessor will then notify the Washington State Department of Natural Resources and request their standard appraisal of value. Lessee will then pay Lessor for the use of the tree before removal. Any additional clearing beyond that necessary for the cump of improvements shall be prohibited. The intent is to remove at few trees as possule 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 moved or destroyed
- 5.06 Improvements Other Than On Cabin Site. No improvements of any kind shall be constructed or placed upon any area covered by the master lease without Lessor's prior written consent.
  - 5.07 Ownership of Improvements. The master lease provides as follows:

"8.94 Ownership of Sub-lessre Improvements. All buildings and improvements, excluding removable personal property and trade fixtures on the leasur site [North Wonds] created by Sub-lessee [Lessee herein] will remain on said site after expiration of this lease [master lease] or termination prior to the term of this lease [master lease] of any sub-lease [this lease] held by the State under the provisions of paragraph 5.09; provided, however, upon the expiration of the lease I master lease], if the State is unsuccessful in re-leasing the leased side (North Woods), as a unit, then each sub-lessee [Lessee herein] shall have a proferential right as allowed by law as a time, time again sub-lease (lease) in the trip and have a provided, further, upon the termination or expira-tion of this lease (master lease) or a sub-lease (this lease) assigned under paragraph 5.09 that as a condition of any re-lease of the leased site or sub-leased site to any other party made during the three year period following the State shall require the subsequent Lessee to purchase the Sub-lessee's [Lessee herein] interest in the improvements as allowed by law. Expiration, as used in this paragraph, shall mean the expiration of the lease as of May 31, 2025."

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

- (a) That Lessee is not in default under any or the terms and conditions of this lease; and (b) That Lessee's leas, 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 master lease shall be enforceable solely against the State of Washington.

- 5.08 Taxes and Assessments. The Lessee 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, commercing with the taxes first becoming due and payable after the date lieraof, all before such taxes and assessments become
- 6.09 North Woods Association. The roads in the plut and certain other common areas shall be held in the name of The North Woods Association, a non-profit association, of which the Lesses of lots in the plat shall be members. Said Association shall be responsible for the maintenance and repair of roads, the entire water system including but not limited to water systems serving the cabins or, the premises, docks and common areas and imprograments thereon (if any), as well as other community functions which may be given it by its members. The owners (Lesses) of lots in the tract shall be required to pay dues of not less than one and one half dollars (1½) per month and essessments to said. Association for their reasonable share of the costs of the functions and duties of the Association. Said dues shall commence at the time 50 lots are lessed. It is understood and agreed that Lesser shall and it is hereby delegated to dulfill all duties, responsibilities and functions of the North Woods Association until fifty (50) lots in the North Woods are leased. At that time Lesser shall call a meeting of all Lessees for the purpose of forming said Association.

PAGE TWO - CABIN SITE LEASE

BOOK 6 PAGE

CABIN SITE LEASE continued

#### SECTION B. TERMINATION

#### CABIN SITE LEASE continued

#### 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 in, under, and along all roads and other common areas in the plat for any utilities whether presently installed or not. In addition, an easement is roserved 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 as to each individual lot shall be subject to the right to cross ever 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 rom 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, backing each underground trench or other digging upon such cabin site which is necessary for any utility filling, and mainsa connections or facilities to arve 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 produced in ited to, use of public or private roads, parking, fire and prevention of fire, public health, and pollution of streams or takes, and to assume all obligations thereby impused upon the Lessor. Lessor may inspect the cabin site and cabin at any time to determine compliance with the terms of this lease.

7.02 indemnification. I essee hereby agrees to assume all risk of, and indemnify and hold harmless, and at the Lessee's expense, defend the Lessor from and egainst, any chirns, loss, cost, legal actions, liability or expense on at the Lessee's expense, detend the Lessor normand enainst, any chairns, loss, cost, regal actions, hability 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 premiers. The Lessee further agreed 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 activity carried on therein. Such insurance shall we carried by a responsible company or companies satisfactory to Lessor in amounts not less than the following limits, namely:

Bodily injury to or death of any one person, \$5,000.00; Bodily injury or death resulting from any one accident to two or more persons, \$10,000.00, and

property damage, \$1,000.00.

Lessee shall deliver to L; sor certificates and receipts evidencing sala policies of insurance and further provide with the company or companies for thirty (30) days notice of cancellation to Lesson

7,04 Assignment. Without the prior written consent of Lessor, I essee shall not assign this lease ur any Interest therein, or sublet, and no help, executor, administrator, receiver, trustee in wankruptcy or other assigned Ly opera-tion 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 coven-ants, con thions, restrictions, in this lesse 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 coverants 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 it addition to such other relief panted by the Court.

7.07 Condemnation. The part is 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 on to by illigation, by any authority, person or conformion, whether public or private, of any title to or interest in all or any part of the prefits set.

7.18 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 of as antended. The Lessee shill waive all claims or damage and shall indemnity Pacific Power and Light Company, the State of Washington, Lessor of wheir successors, if any, application year of damage arising from fluctuation in reservoir (avel or impairment of recreational use of the reservoir or shoreside or floating facilities.

7.09. Validity of Provisions. The determination of any Court that any provisions of this lease are unlawful or well the validity of any other provision hereof.

A10 Enforcement of Restrictions: Without in any way limiting the rights of Lessor, if the parties upon whom the provisions hereof are binding, or any of thirth, shall violate or attempt to violate any of the reservations restrictions of coverients hereof, the Lessor or any lessor of fairly in the tract, shall have the right to compel performance of or compliance with the provisions hereof, to abate and remove, at the expense of the offending lesses or lesses of the property, any structure or weathins in violation of the provisions hereof, to recover demages for any such violation or attempted violation of the provisions hereof and/to prosecute bely proceedings at law ur in equity in furtherance of the aforesald removaling all law ur in equity in furtherance of the aforesald

7.7% Reservations on Such cases.
\*\*\*T.7% Reservations on Land. All of the reservations, conditions, covenants, agreements and restrictions at all parties and persons claiming the covered persons described and shall be billing on the lessees of all property covered herety and all parties and persons claiming the covered persons of all property within the tract.

7.12: Assignment. Without limiting Lossor's right to self or assign this lease or land, Lessor may assign this lease or land, Lessor may assign the composition; and if Sud cordination assumes the obligations of Lessor hereunder, Lessor shall thereby be re-leased of program and all obligations under this; use.

#### CABIN SITE LEASE continued

#### SECTION B. 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 ie... a 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 nowertheless be liable to the Lessor for all liabilities incurred hereunder orior 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 Lesser may be made by depositing such notice in the United States mails addressed to the Lessee at

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 insister lease provides that in the event it is terminated for any content of the provides that the event it is terminated for any content of the provides that the event it is terminated for any content of the provides that the event it is terminated for any content of the provides that the event it is terminated for any content of the provides that the event it is terminated for any content of the provides that the event it is terminated for any content of the provides that the event it is terminated for any content of the provides that the event it is terminated for any content of the provides that the event it is terminated for any content of the provides that the event it is terminated for any content of the event it is terminated for any content of the event it is terminated for any content of the event it is terminated for any content of the event it is terminated for any content of the event it is terminated for any content of the event it is terminated for any content of the event it is terminated for any content of the event of the event it is terminated for any content of the event it is terminated for any content of the event it is terminated for any content of the event it is terminated for any content of the event it is the event of the even

Teason 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 acknowledges by his signature that he has made such inspection and has read and understands such report.

Lessee shall have the option to vorif 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 mure to the benefit of the respective by representatives, successors and assigns of the parties. In the event lessee is more than one person, the hability of such persons become shall be joint and several

3.04 Easements. As shown on the plat of "The North Woods", 20 feet easements are reserved to the Lessor and its assigns on the water front portions of Lots 16, 17, 13, 19, 20, 21, 22, and 23 for purposes of community boat docks. Said easements shall not prevent lessees of the above lots from developing their own shoreside 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 hoat 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 leasn, in duplicate, this \_\_\_\_\_\_\_\_ day o

Jum 1837

WATER FRONT RECREATION, INC.

President / Colection

By Bustani World

x Ste - Final Charles

LESSEE

YOU HAVE THE OPTION TO VOID YOUR CONTRACT OR AGREEMENT BY NOTICE TO THE SELLER IF YOU DID NOT RECEIVE A PROPERTY REPORT PHEPARED PURSUANT TO THE RULES AND REGULATIONS OF THE OFFICE OF INTERSTATE LAND SALES REGISTRATION, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, IN ADVANCE OF, OR AT THE TIME OF YOUR SIGNING THE CONTRACT OR AGREEMENT, IF YOU RECEIVED THE PROPERTY REPORT LESS THAN 48 HOURS PRIOR TO SIGNING THE CONTRACT OR AGREEMENT, YOU HAVE THE RIGHT TO REVOKE THE CONTRACT OR AGREEMENT BY NOTICE TO THE SELLER UNTIL MIDNIGHT OF THE THIRD BUSINESS DAY FOLLOWING THE CONSUMMATION OF THE TRANSACTION, A PUSINESS DAY IS ANY CALENDAR DAY EXCEPT SUNDAY AND THE FOLLOWING BUSINESS HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, VETERANS DAY, THANKSGIVING AND CHRIST 46.5.

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 (of lick of (neartified partment) and e PROPERTY REPORT prepared pursuant to rules and regulations of the Origin Subdivision control law ORS 97.21t. — 92,990. I (we) also acknowledge that I (we) have inspected the lot to be lessed.

o lle derigo

LESSE

## ASSIGNMENT OF LEASE

This Agreement made and entered into this agreement day of <u>December</u>, 1978, by and between HERBERT L. PRATT and BEVERLY B. PRATT, husband and wife, hereinafter referred to as assignors and JAMES V. GIPE and NEOMI GIPE, husband and wife, hereinafter referred to as assignees.

In consideration of the mutual covenants contained herein and for other good and valuable considerations, HERBERT L. PRATT and BEVERLY B. PRATT, husband and wife, assignors, herein and lessees of those certain premises described as follows:

Cabin Site #41 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 N 'Range 6 E Willamette Meridian, Skamania County, Washington.

which were demised by Waterfront Recreation, Inc., a Washington corporation, to ERNEST K. JOHNSON and DUNNA J. JOHNSON, husband and wife, under that certain lease agreement entered into on the 20th day of August, 1972, 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 assignees accept the assignment and shall perform all 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

Page 1 - ASSIGNMENT OF LEASE

assignment the day and year first above written. HERBERT L. PRATT STATE OF WASHINGTON) SS COUNTY OF CLARK On this day personally appeared before me James V. Gipe , hustand and wife, to me known to be the and Neomi Gipe , hust 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 fork day of ) 1978. Notary Public in and for the State of Washington, residing at Vancouver. STATE OF WASHINGTON) COUNTY OF CLARK On this day personally apppeared before ne erbert L. Pratt and Eeverly P. Pratt husband and wife, to me known to be the individuals who exe ated the foregoing instrument, and they acknowledged that they signed the same as their free and voluntary act and deed for tue uses and purposes therein mentioned. Witness my hand and official seal this 21 day of 1978. No dary Public in and for the State of Washington, residing at vancouver degin weeding in Fortland. I

My Commiss 'al' Expires November 7, 1982

CONSENT TO ASSIGNMENT BY WATERFRONT RECREATION, INC.

I, BARBARA WOLD, duly autohrized agent of WATERFRONT RECREATION, INt., hereby agree and consent to the assignment of the existing lease between ERNEST K. JOHNSON and DONNA J. JOHNSON, as lessees under that certain lease agreement signed on the 20th day of August, 1972, described as follows:

Cabin Site #41 of the North Woods as shown in red in Exhibit "A" attached hereto being part of government lots 4 and 8, Section 26 Township 7 North Range 6 East of the Willamette Meridian, Skamania County, Washing n.

to JAMES V. GIPE and NEOMI GIPE, husband and wife.

Milma tivide 1/5/19

