5072 19031

ASSIGNMENT, ASSUMPTION, AND CONSENT

下很大为_了 Skamania co, tujla

"ASSIGNOR"

Kelly D. & Diana L. Clark

105 Carolyn Drive

Kelso WA 98626

"ASSIGNEE"

Robert G. & Mary L. Glaser

PO Box 1296

14940 SE Bluff Rd. Sandy OR 97055

"WATER FRONT"

Water Front Recreation, Inc., a Washington corporation 525 NE Greenwood Avenue Bend, Oregon 97701

DATED:

Oct. 18 . 1994

121110

BOOK 147 PACE 157

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Assignor, Assignee, and Water Front hereby agree as follows:

- 1. Assignor hereby assigns to Assignee all right, title and interest Assignor has in and to:
 - 1.1 Those certain premises described as follows:

Cabin Site No. 31 of the Northwoods being part of Government Lots 4 and 8, Section 26, Township 7 N, Range 6 E Willamette Meridian, Skamania County, Washington.

And under that certain Cabin Site Lease from Water Front to, Lloyd D. & 1.2 Arletta Taylor, dated July 21, 1971, a copy of which Cabin Site Lease is attached hereto marked Exhibit A, and incorporated herein by reference, and as subsequently assigned to Michael Gaines, dated September 1, 1972 and subsequently assigned to James F. & Dorothy L. Cormack, dated March 12, 1973, and subsequently assigned to James M. & Barbara Ann Gratreak, dated March 6, 1987, and subsequently assigned to Marlin K. & Vicki J. Gunderson, dated September 22, 1992, and subsequently assigned to Kelly D. & Diana L. Clark, dated June 7, REALS ESTATE EXCISE TAX

Assignment, Assumption, and Consent Form - Page 1

SKAMAINA COUNTY TREASURER

Sy Zmy Parcut 96-00031 1/21/94

Assignee hereby accepts this Assignment and hereby assumes and agrees to perform all obligations of the Lessee under the Cabin Site Lease, as affected, if at all, by the Settlement Agreement of May 24, 1984, including, without limitation, payment of all rent required by the provisions thereof.

> 3. Water Front hereby consents to the foregoing Assignment and Assumption.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment, Assumption, and Consent in triplicate as of the date first hereinabove written.

Diana L. Clark

WATER FRONT RECREATION, INC.

Robert T. Curry, Presiden

Assignment, Assumption, and Consent Form - Page 2

STATE OF Oregon)	Name of the second seco
County of Clackamas))ss:
This instrument was acknowledged before me on October 18 , 1999 by Robert G. Glasin	
GERGIAL SCAL KANDY CLARK NOTARY PUBLIC-ORESON COMMISSION NO 000001 MY COMMISSION EXPIRES APR. 9, 1996	Nolary Public for State of Oregon My Commission Expires: 4-9-95
STATE OF Oregon) County of Clackanese))ss:
This instrument was acknowledged before me on October 18 , 1994 by Mary L. Glaser	
OFFICIAL SEAL KANDY CLARK NOTARY PUBLIC OREGON COVINSSION NO. 005931 MY COMMISSION EXPIRES APR. 9, 1996	Notary Public for State of Oreson My Commission Expires: 4-9-95
STATE OF Washington)ss:
	nowledged before me on October 20, 1994by
Kelly D Clark	autene B masseik
	Notary Public for <u>w/lochero/tora</u> My Commission Expires: 12-31-95
STATE OF Washington	
County of Coulitz)ss:
This instrument was acknowledged before me on Ochock 20, 1997 by	
	Notary Public for Washington
	Notary Public for WashingTon My Commission Expires: 11-31-95

Assignment, Assumption, and Consent Form - Page 3

CABIN SITE LEASE

BOOK 147 PAGE 160

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

consideration. I me rents to be paid and covenants to be performed by LLOYD D. TAYLOR and

ARIETTE M. TAYLOR, 1750 S.W. Wont Point Ct., Portland, Oregon 97201 heremalter called Lessee, leases to Lessee the following described cabin site on the terms and combitions stated herein:

Cabin site number 31&32 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 20, Township 7 North, Range 8 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 Sorvice.

SECTION 1. OCCUPANCY

1.01 Term. This Lease is granted for the period beginning __June_15th_1971 , 40==== and terminating on June 1, 2025, unless moner terminated as hercipatter provided.

1.02 Master Lease. Lessor holds the above described premises under a lease, hereinafter referred to as the "master lease," dated August 11, 1970, from the State of Washington, acting by and through the Department of

1.03 Master Lease Incorporated. The master leaso is on file with Lessor and is available for inspection. Leave's rights incounder are subject to all the terms, provisions, exceptions and reservations set forth in said master lease (as to which Lessee is a sub-lessee) and incorporated herein by reference, including, without limiting the foregoing an easement for right of way for an access road acquired by the United States of America, United States Forest Service and the right of the state of Washington to inspect the premises at reasonable times.

SECTION 2. RENTAL

2.01 Basic Rental. As rental for each lease year, the Lessee shall pay the sum of NINE IN NDRED

PIFTY & no/0 Hollars (\$ 950.00-----). Rent shall be paid in advance, on the first day of September in each year, hereinaster referred to as the "ariniversary date." 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. Pent 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 Adjust Jents. Lessor may, as of any universary 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 Lesson, rental increased on June 1, 1980, Lessor's rental under the master lease is increased. The amount of such increase that the Lesson half be responsible for and required to play shall equal the total rental increase under the master lease to Lessor multiplied by the Lesson's annual rental of the Lesson divided by the total annual rental of the Lesson of the sites in the North Woods. Annual rental as used herein shall mean the total rent the Lessee is required to pay to Lessor for the year immediately proceeding the year of the increase. The aforesaid formula is illustrated as follows:

Lessee's share of increase

Increase under master lease - to Lessor

Lessee's annual rental Lotal 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 taxes and assessments against said real property in an annuant, which together with prior increases on account of taxes and assessments, shall not exceed the total of the amount by which taxes and assessments on the land covered by the master lease exceeds such taxes for 1970, divided by the number of improved cabin sites on said anniversary date.

(c) Finally, every ten years beginning September 1, 1980, the annual rental shall, at the option of the Lessor, be adjusted to reflect the percent of increase from September 1,1970, 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 shall be increased as compared with the annual rental as set forth herein by the same percentage as the increase in said Consumer Price Index differs from and Index for September 1, 1970.

SECTION 3. LESSOR'S CONVENANTS

3.01 Declaration. In order to preserve the natural Leauty of the North Wood, to provide for the control of structures erected thereon, improvements to be made thereon, and for the purpose of extending to the residents therein the greatest possible peace, enjoyment, privacy, health, comfort, safety, and preservation of property values, Lessor does hereby certify and declare that with the sole exception of for 19, which is the North Woods Sales Office, the following reservations, conditions, coverants, agreements and restrictions shall become and are hereby made a part of all leases of property within the plat of the North Woods as the same appears on the map survey recorded in the office of the County Auditor of Skamania County, Washington.

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

SECTION 4. USE OF SITE

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

4.02 Condition of Site. The premises hereby feased have been inspected by Conce and are accepted in

4.03 Vehicles. No vehicles shall be parked in roadways. Vehicles shall not be operated carelessly or in motor noise or annoying smoke are furbidden.

4.04 Maintenance. All lots shall at all times be kept in a clean, sightly, and wholesome condition and no trash, garbage, litter, junk, boxes, continuers, bottles, caus, machinery, implements, lumber, or other building materials shall be permitted to be or repain exposed on any lot and visible from any street or adjoining or nearly premise.

4.05 Signs. No signs of any kind shall be displayed to the public view on any lot in the tract except one professional sign, of not more than 18 inches by 24 inches in size, advertising the property for sale or tent, and except signs used by a builder or developer to advertise the property during the construction and sales period.

4.06 Nuisance. Ho noxious or offensive trade or activity shall be carried on or upon any lot in the tract nor shall anything be done thereon which may be or become an annoyance or maisance in the area.

PAGE ONE -- CABIN SITE LEASE

over 8" at chest height must be marked by Lessee for Lessor's 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 value of the tree before removal. Any additional clearing beyond that necessary for 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 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:

"8.04 Ownership of Sub-lessee Improvements. All buildings and improvements, excluding removable personal property and trade fixtures on the leased site [North Woods] erected 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 [master lease], if the State is unsuccessful in re leasing the leased site [North Woods], as a unit, then each sub lessee [Lessee herein] shall have a preferential right as allowed by law to re-lease from the State its sub-leased area; provided, further, upon the termination or expiration of this lease (master lease) or a sub-lease (this lease) assigned under paragraph 5.09 that 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 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 master lease shall be enforceable sofely against

6.08 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, commencing with the taxes first becoming due and payable after the date hereof, all before such taxes and assessments become

5.09 North Woods Association. The roads in the plat and certain other common areas shall be held in the name of The Woods Association, a non profit association, of which the Lessees 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 system's serving the cabins 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 (Lessees) 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 dues shall commence at the time 50 lots are leased. It is understood and agreed that Lessor shall and it is hereby delegated to fulfill all duties, 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 meeting of all Lessees for the purpose of forming said Association. (See Widerklum F)

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 ordinarices 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 reserved in an area five (5) (eet by ten (10) feet in one corner of each for (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 over or under the same along the lot lines, with utility lines if such may be necessary in the development of this subdivision or adjoining subdivisions.
- 6.03 Water. Each cabin site has or will be furnished water at or near the lot line. Each lessee agrees to receive water from the water system supplying the North Woods and further agrees to pay Lessor \$225.00 for the right to connect to said system.
- 6.04 Maintenance. The lessee shall bear the responsibility and expense of furnishing, installing, backfilling, and maintaining each underground trench or other digging upon such cabin site which is necessary for any utility connections or facilities to serve such cabin site.

SECTION 7. MISCELLANEOUS

- 7.01 Lessee's Duties. Lessee agrees to comply strictly with the Lessor's rules and regulations and all applicable Federal, State, County, and Municipal laws, rules and regulations relating to all activities contemplated under this lease, including but not limited to, use of public or private roads, parking, fire and prevention of fire, public health, and pollution of streams or lakes, and to assume all obligations thereby imposed upon the Lessor. Lessor may inspect the cabin site and cabin at any time to determine compliance with the terms of this lease.
- 7.02 Indomnification. 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, flability or expense on account of personal injury to or death of any persons whomsoever, including but not limited to employees of the Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of the Lessor which might result from Lessee's activities on the leased premises. The Lessee further agrees to indemnity and save harmless the Lessor from any foss, 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 be 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;
 - Bodity 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 Lessor certificates and receipts evidencing said policies of insurance and further provide with the company or companies for thirty (30) days' notice of cancellation to Lessor
- 7.04 Assignment, Without the prior written consent of Lessor, Lessee shall not assign this lease or any interest therein, or sublet, and no heir, executor, administrator, receiver, trustee in bankruptcy or other assignee by opera tion of law shall assign or subtease without such written consent
- 7.05 Waiver. Any waiver by the Lessor of any provisions hereof must be in writing, and any of the covenants, conditions, restrictions, in this lease may be annulled, waived, changed, or modified with respect to all or any portion of said property by Lessor at any time
- 7.06 Attorneys' Fees. In the event any action, suit, proceeding or appeal therefrom is brought to collect the rent due or to become due hereunder, or any portion thereof, or to get possession of said premises, or to enforce compliance with this lease, or for failure to observe any of the covenants of this lease, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees to be allowed in said suit, action, proceeding or appeal therefrom in addition to such other relief granted by the Court.
- 7.07 Condemnation. The parties hereto shall receive any sums or damages paid or awarded by reason of any taking, condemnation or acquisition during the existence of this lease as their interests therein shall then appear, whether or not by litigation by any authority, person or corporation, whether public or private, of any title to or interest in all or any part of the premises.
- 7.08 Reservoir Level. The Lessee acknowledges by signing this fease that Pucific 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 arising from fluctuation in reservoir level 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 void shall not affect the validity of any other provision fiereof.
- 7.10 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 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 compet performance of or compliance with the provisions hereof, to whate and remove, at the expense of the offending lessee or lessees of the property, any structures or erections in violation of the provisions bereof, 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 temedies in any Court having jurisdiction of such cases
- 7.11 Reservations on Land. All of the reservations, conditions, covenants, agreements and restrictions shall run with the land and shall be binding on the 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.

SECTION 8. TERMINATION

8.01 Default and Notice. If any default shall be made on the part of the Lessee in the observance or performance of any of the terms, covenants, agreements, or provisions of this lease by him to be observed or performed and such default continues for sixty (60) days after written notice, the lessor may, at its option, immediately terminate this lease, forfeit Lessee's interest therein, and forthwith exclude the Lessee from the premises and from all rights hereunder, but the Lessee shall nevertheless be hable to the Lesser for all liabilities incurred hereunder prior to such termination. Waiver of any default bereinder 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 musts addressed to the Lesser at

1750 8 M. W.ST POINT CT. Portland, Oregon 97201.

8.02 Master Lease Termination. It is expressly understood that Lessor has leased the premises from the State of Washington for a period ending June 1, 2025. The master lease provides that in the event it is terminated for any reason whatsacker, 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 berein provided from the date of said assignment.

8.03 Failure to Provide Property Report. Lesses shall have the option to void this fease 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 Lesses shall have the right to revoke this fease within 48 hours after signing the fease if he did not receive the property report at feast 48 hours before signing the fease. However, this option to void the fease shall not apply where Lesses has received the property report and inspection and has read and understands such report.

Lessee shall have the option to void this lease if he does not receive a property report prepared and pursuant to rules and regulations of the Oregon Subdivision Control Law ORS 92.210—92.990 in advance of his signing this lease.

Each and every provision of this lease shall hind and shall inure to the benefit of the respective heirs, representatives, successors and assigns of the parties. In the event lessee is more than one person, the liability of such persons hereunder shall be joint and several.

8.04 Easements. As shown on the plat of "The North Woods", 20 lest easements are reserved to the Lesser and its assigns on the water front portions of Lots 16, 17, 18, 19, 20, 21, 22, and 23 for purposes of community best docks. Said easements shall not preyent lessees of the share late from developing their own shore fitte links providing such facilities the not interfer boot truffic pattern of the community stock system.

Five foot easements are reserved to the Lessor and its assigns on the southerly tot line of Lot 10, and the northerly lot line of Lot 11 for access to the water front. Said access to serve as purhway to bout clocks if it is determined by Lessor that additional bout docks are needed to serve "The North Woods" community.

HI WITHESS WHE BEOF, the parties have executed this lease, in duplicate, this _ 2. 2. . . day of

1971 , ____ A

WATER FRONT RECREATION, INC.

Hoyal A. Lay To

By Mela / freeze

TTE SHOCILE

Secretary

LESSOR

<u>'</u>

LESSE

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 Sates Registrations) and the PROPERTY REPORT prepared pursuant to rules and regulations of the Oregon Subdivision control law ORS 92.210 — 92.990. I (we) also acknowledge that I (we) have inspected the lot to be leased.

LESSEE

BOOK 147 PAGE 164

KNOW that LLOYD D. TAYLOR and ARLETTE M. TAYLOR,

Multinopah and State of Oregon for and in consideration of the sum of fawful money of the United States of America,

, County of !!

in hand raid by of the .

MICHAEL GAINES

and State of

grant Landing the said County of thukt nomah,

, hereby assigns unto said Assignee . a certain lease made by

dated July 22

North Woods, as follows, to-wit: situate, being in and bounded and particularly described

Cabin site number 31 and 32 of the North Woods as shown in red on Exhibit "A" attached to lease (all distances being approximations); being part of Government hots 4 and 3, Section 26, Township 7 North, Range 6 East, W.A., 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 Have and to Hold the same unto said Assigned , ... BICHABLER. GALLES, and assigns, from the day of

for all the rest of the term of terminating on June 1, 2025, mentioned in the said lease, subject to the ronts; coverants, conditions and provisos therein also mentioned:

AND the Assignor S, hereby covenants that the edid assigned premises are free from encumbrances.

IN WITNESS WHEREOF, WO ... LLOYD, D. TAYLOR and AREET ! M. TAYLOR. the Assignor 8, have set Our hands and scale this defiday of September

Executed in the presence of:

riche le Di

STATE OF CEECON

County of Multucmah

RECORDER'S NOTE: NOT AN ORIGINAL DOCUMEN

BE IT REMEMBERED, That on this

day of Ecptember

before me, the undersigned, a

Notary Putlic

in and for said County and State, personally appeared the within stamed LLONE, D. TAYLOR and ARLETTE H. TAYLO.

to me to be the identical individuals a described in and who executed the within instrument and acknowledicu to me that chey

executed the same treely and voluntarily. IN TESTIMONY WHEREOF, I have beteunto set my hand and

RECORDER'S MOTE: FORTIONS OF THIS DOCUMENT POOR QUALITY FOR FILMING

Nothing Publicator Cx 1000

My commission expires

official cal the day and year last above written.