j	
r n J	ounty Assessor
f t	5. 10 Parcel 96-000 17 1 3/3/95
<b>3</b>	2/3/95
1	Ki.

121586	CABIN S	STE LEAGE	DOCK [ 7.0 PAG]	E 154
WATEI consideration of the rents	R FRONT RECREATION, INC. to be paid and covenants to b	e performed by A	corporation, hereinafter called Le RICKY POLOTES Salled Lesses the f	chult
OF WEIGHT OF SUITS OCTION	i 26, Township 7 North, Ranç CT, however to an easement fo	herein: /3/7 W e w 3/7 orth Woods being ge 6 East, W.M. r right of way foi a	Pables wood CT, Part of Government Lots 4 and 8, Skamania County, Washington, coess road acquired by the United	Otomus
P. Sohnson		. OCCUPANCY		
ANDITOR GARY H. OLSOHI.01 terminating on May 31, 2	Term. This Lease is granted f	or the period begin	ming July 7, 19 <u>93</u>	, and
1.02 hereinafter referred to as through the Department o	the "Master Lease," dated Fe	s the above-desc bruary, 1986, fro	cribed premises under a Restated in the State of Washington, acting	Lease, by and
said Master Lease (as to t the foregoing an easeme	its hereunder are subject to all t which Lessee is a sub-lessee) ar	he terms, provisiond incorporated he road acquired by t	ne is on file with Lessor and is avai ns, exceptions and reservations se rein by reference, including, withou he United States of America, Unite mises at reasonable times.	t forth in .
	SECTION	2. RENTAL		500
September in each year, 525 NE Greenwood Aver	r and 84/100 Dollars (\$7) hereinafter referred to as the " we, Bend, Oregon 97701, or at	94.84). Rent si anniversary date. such other place	the Lesses shall pay the sum of all be peld in advance, on the firs All payments shall be made to L at which the Lessor may notify the se year shall be from September 1	essor at 6
2.02 follows:	Rent Adjustments, Lessor n	isy, as of any ann	iversary date, increase the annual r	ental as
hereunder at such times the Lesses shall be respo to Lessor multiplied by the sites in the North Woods	tervals of not less than ten (1 as Lessor's rental under the Mi onsible for and required to pay a Lessoe's annual rental to the t b. Annual rental as used herei	O) years thereaft aster Lease is inc. shall equal the to Lessor divided by a shall mean the increase. The Le	State of Washington may be increase. Lesser may increase Lessee reased. The amount of such increase under the Masternal rental increase under the Masternal rental increase is required to aloresaid formula is illustrated as freeze annual rental ental annual rentals of sites	is rental ase that by Lease es of the o pay to
The formula under the M	laster Lease for increase of rer	nt will change Jur	e 1, 2025 to that described in tha	t certain
Settlement Agreement of	the Northwoods Litigation on f	ile in case numbe	or A80-10-06115 In the Circuit Count of al, Plaintiffs, vs. Robert Curr REAL ESTATE E	rt of the NA
Page 1 - CABIN SITE LE	ASE	Registered	FEB 03 1	
		Indexed, Oir Indirect	PAID NA	
		filmed Mailed	SKAMANIA COUNT	Y TREASURER
			2WWW.	•

- (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 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 Lease exceeds such taxes for 1970, divided by the number of improved cabin sites on said anniversary date.
- (c) Finally, beginning September 1, 2000, and every ten years thereafter, the annual rental shall, at the option of the Lessor, be adjusted to reflect the percent of Increase from September 1, 1990, in the National Consumer Price Index for All Urban Consumers, or the most comparable index thereto 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 National Consumer Price Index for all Urban consumers, or the most comparable index thereto, differs from said Index for September 1, 1990, provided, however, that the rent after May 31, 2025 shall be determined as set forth in paragraph 10.3 of that certain Settlement Agreement of the Northwoods Litigation on file in case number A80-10-06115 in the Circuit Court of the State of Oregon for the County of Multnomah entitled "George Kalman et al, Plaintiffs, vs. Robert Curry et al, Defendants".

## **SECTION 3. LESSOR'S COVENANTS**

3.01 Declaration. In order to preserve the natural beauty of the North Woods, 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 the following reservations, conditions, covenants, 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.

# 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 leased have been inspected by Lessee and are accepted in their present condition.
- 4.03 Vehicles. No vehicles shall be parked in roadways. Vehicles shall not be operated carelessly or in excess of posted speeds. No vehicle shall be operated at anytime without a multier in good working order. Excessive motor noise or annoying smoke are forbidden.
- 4.04 Maintenance. All lots shall at all times be kept in a clean, sightly, and wholesome condition and no trash, garbage, litter, junk, boxes, containers bottles, 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 tract except one 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.
- 4.06 Nulsance. No noxious or offensive trade or activity shall be carried on or upon any lot in the tract nor shall anything be done thereor which may be or become an annoyance or nulsance in the area.
- 4.07 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, or other household pets may be kept, but not for any commercial purpose. Household pets shall not be allowed to become an annoyance or nuisance to the neighborhood.

Page 2 - CABIN SITE LEASE

- 4.08 Incineration. Because of unpleasant odors and unsightliness, no individual incinerator will be permitted on any lot.
- 4.09 Fires and Fireplaces. Interior fireplaces, stoves, or other type burner must be fireproofed by use of sparkproof screens. All fires must be extinguished before leaving 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 it essee 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 motorbike or motorcycle riding of any nature shall be allowed except for incress and except.
- 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 cable construction and for guests over a weekend period.
- 4.15 Solicitation. There shall be no solicitation or distribution of handbills or circulation of any kind without the written consent of Lessor.
- 4.16 Hose Bibs. One hose bib shall be installed on outside wall of each cabin for fire protection on or before completion.
- 4.17 Miscellaneous Prohibitions. Electric generators (except for occasional daytime use), garbage disposals, and clothes washers are strictly prohibited.

### **SECTION 5. IMPROVEMENTS**

- 5.01 Plans approved. No building shall be erected, placed, or altered 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 materials, harmony 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 vensor 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 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 Lessee of each cabin site may remove from said site all trees, shrubs, and foliage 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 whose diameter is over 8" at chest height must be marked by Lessee for Lessor's inspection. Lessor will then notify the Washington State Department of Natural

Page 3 - CABIN SITE LEASE

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 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:
  - 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 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 Sublessee'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, 2069.

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, 2069. 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.

- 5.06 Taxes and Assessments. The Lesses shall pay in annual payments all taxes and assessments that are now charged or may become chargeable against the improvements placed upon the cabin site, now or in the future, commencing with the taxes first becoming due and payable after the date hereof, all before such taxes and assessments become past due.
- North Woods Association. The roads in the plat and certain other common areas shall be held in the name of the North Woods Association, a non-profit association, of which the Lessees of lots in the plat shall be members. Said Association shall be responsible for the maintenance and repair of roads, the entire water system including but not limited to water systems 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 (1-1/2) per month and assessments to said Association for their reasonable share of the costs of the functions and duties of the Association.

#### SECTION 6. UTILITIES

- 6.01 Sewage. Individual sewage disposal systems installed by Lessee must be designed, located, and constructed in accordance with the regulations, laws and ordinances of Skamania County and the State of Washington.
- 8.02 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) 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 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 lct 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.
- 8.04 Maintenance. The lesses 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 lesse, 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 lesse.
- 7.02 Indemnification. Lesses hereby agrees to assume all risk of, and indemnify and hold harmless, and at the Lesses's expense, defend the Lessor from and against, any claims, loss, costs, legal actions, liability or expense on or damage to or destruction of property to whomsoever belonging, 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 Lesses's activities on the leased promises. The Lesses further agrees to indemnify and save harmless the Lessor from any loss, costs, suit or expense resulting from Lesses'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 lease 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 Lessoe against all ilability 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:
    - (1) Bodily injury to or death of any one person, \$50,000.00;
    - (2) Bodily injury or death resulting from any one accident to two or more persons, \$50,000.00; and
    - (3) Property damage, \$50,000.

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 heli, executor, administrator, receiver, trustee in bankruptcy or other assignee by operation of law shall assign or sublease without such written consent.
- 7.05 Walver. 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.
- 7.03 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 provision 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 hereof.
- 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 abute and remove, at the expense of the offending lessee or lessees of the property, any structures or erections in violation 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.
- 7.11. 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 lesso or land, Lessor may assign this lesso to a corporation, and if said corporation assumes the obligations of Lessor hereunder, Lessor shall thereby be released and relieved from any and all obligations under this lesso.

# **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 Lesser 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 liable to the Lesser for all liabilities incurred hereunder prior to such termination. Waiver of any default hereunder shall not constitute a waiver of any subsequent

Page 6 - CABIN SITE LEASE

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 Lessee's address shown above, it any, or at any address shown on Lessor's records as one at which Lessee has received or may receive mail.

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, 2069. The Master Lease provides that in the event it is terminated for any reason whatsoever, prior to the lease termination date, such termination shall operate as an assignment to the State of Washington of this lease together with the unrestricted right of the State to receive payment of the rents herein provided from the date of said assignment.

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.

8.03 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 18, 17, 18, 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.

SINGSON COCKS PIOTORY SUCH TECHNOLOGY WITH THE WALL BALL PARTY OF THE COMMISSION OF 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 boat 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 lease in duplicate, this 3md day of water FRONT RECREATION, INC.
By: Release of by my School of Market
LESSEE(S)  LESSEE(S)
STANTON ES
OF WASHING
12.93 Hompeks
RICKY M. SCHULZ AND DELORES M. SCHULZ, APPEARED BEFORE ME THIS 2nd DAY OF JULY, 1993,
NOTARY PUBLIC RESIDING IN CHELAN COUNTY, WENATCHEE, WA.

Page 7 - CABIN SITE LEASE

STATE OF <u>Queyon</u>)
County of <u>Deschutes</u>)
ss:

Robert T. Curry . 1993 by

SHERILYN HASKETT

NOTARY PUBLIC-OREGON

COMMISSION NO. 024189

MY COMMISSION EXPIRES APRIL 29, 1997

Notary Public for Organ, Desclute City My Commission Expires: april 29, 1997