

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
JENNIFER M. BELCHER, Commissioner of Public Lands

LEASE AMENDMENT

122475

BOOK 150 PAGE 340

THIS AMENDMENT OF LEASE NO. 39-058985 is made and entered into his 10th day of August, 1994, by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources (hereinafter referred to as "State"), and Water Front Recreation, Inc., a Washington Corporation (hereinafter referred to as "Lessee").

WHEREAS, the parties hereto have entered into a certain Lease Agreement No. 39-058985 (the "Lease") dated August 11, 1970 and restated February 26, 1986, demising certain real property located in Skamania County, Washington more particularly described in said Lease; and

WHEREAS, it is the desire of the parties to amend said Lease;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby mutually covenanted and agreed as follows:

1. Section 5.02 of the Lease is hereby amended to read as follows:

5.02 DUTY. The Lessee, at his sole cost and expense, shall at all times keep or cause all improvements, including landscaping, installed pursuant to this lease (regardless of ownership) to be kept in as good condition and repair as originally constructed or as hereafter put, except for reasonable wear and tear. The State, or any authorized agency shall have the legal right to inspect the premises and improvements thereon.

The Lessee shall carry, or he shall require his Sublessees to carry in the joint names of the Lessee, Sublessee, State and Mortgagee (if any), a sufficient amount of fire and casualty insurance to cover the replacement cost of any or all improvements that may be damaged by fire or other casualty, and public liability insurance (to the extent not covered under Section 5.03 below) against claims for bodily injury, death or property damage occurring on or about and adjacent to the demised premises. Such policies of insurance shall be with a responsible insurance company or companies satisfactory to the State. Lessee shall require Sublessees to provide certificates evidencing insurance coverage with provisions for at least ten (10) days notice of cancellation to the Lessee. Lessee shall be responsible for monitoring and insuring that Sublessees maintain appropriate levels of

Registered ☒
Indexed ☒
Indirect ☒
Filed ☒
Mailed ☒

7-4-26-500

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

JUN 2 2 17 PM '95

GARY M. OLSON
AUDITOR

insurance coverage, provided, however, the State reserves the right to call for proof of satisfactory insurance at any time.

In the event of fire or casualty damage to any or all of the improvements, any money derived therefrom in case of loss shall be held in trust and be immediately available to and used as soon as reasonably possible by Lessee for rebuilding, repairing or otherwise reinstating the same buildings so destroyed or damaged or such modified plan as shall be previously approved in writing by State.

All other terms and conditions of said Lease, as supplemented, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first written above.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
JENNIFER M. BELCHER
COMMISSIONER OF PUBLIC LANDS

By Jennifer M. Belcher

Its Commissioner of Public Lands

WATER FRONT RECREATION, INC.

By Robert J. Barry

Its President

Approved as to form this 30 day
of Dec 1994.

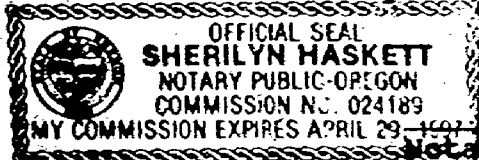
James Schwartz
Assistant Attorney General

Corporate Acknowledgment

STATE OF OREGON)
COUNTY OF Deschutes) ss.

On this 12th day of August, 1994, personally appeared before me Robert T. Curry to me known to be the President of the corporation that executed the within and foregoing instrument, and acknowledged said 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 he was authorized to execute said instrument for said corporation and that the seal affixed is the corporate seal of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Sherilyn Haskett
Notary Public in and for the State of
Oregon residing at 2459 SW Macar Pl.
Redmond, OR
My appointment expires 4-29-97

Unofficial Copy

Commissioner of Public Lands Acknowledgment

STATE OF WASHINGTON)
COUNTY OF Thurston) ss.

On this 20th day of September, 1994, personally appeared before me Jennifer M. Belcher, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Michelle Benton
Notary Public in and for the State of
Washington residing at Olympia
My appointment expires 4/12/97

