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BOOK 171 PAGE 196

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Thomas P. Joseph Jr.*

Nov 25 4 25 PM '97

P. Laury
AUDITOR
GARY M. OLSON

RETURN ADDRESS:

Thomas P. Joseph, Jr.
Box 25352
Portland, OR 97298

Please Print or Type Information.

REAL ESTATE EXCISE TAX

Document Title(s) or transactions contained therein:

19166

1. Assignment, Assumption and Consent
- 2.
- 3.
- 4.

NOV 25 1997

PAID *Exempt*

W

GRANTOR(S) (Last name, first, then first name and initials)

SKAMANIA COUNTY TREASURER

1. Carter, Raymond L. (Deceased) & Carter, Nancy J.
 - 2.
 - 3.
 - 4.
- ☐ Additional Names on page _____ of document.

GRANTEE(S) (Last name, first, then first name and initials)

1. Carter, Nancy J.
 - 2.
 - 3.
 - 4.
- ☐ Additional Names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

Cabin #26 of the Northwoods being part of Government lots
4 and 8, Section 26, Township 7 N, Range 6 E Willamette
Meridian, Skamania County, WA
☐ Complete legal on page _____ of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

☐ Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

96-000026

- ☐ Property Tax Parcel ID is not yet assigned.
☐ Additional parcel #'s on page _____ of document.

SEARCHED ☒
INDEXED ☒
SERIALIZED ☒
FILED ☒

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

ASSIGNMENT, ASSUMPTION, AND CONSENT

"ASSIGNOR" Raymond L. Carter (Deceased) & Nancy J. Carter
20295 S. W. Hillsboro Highway
Newberg, Oregon 97132

"ASSIGNEE" Nancy J. Carter
20295 S. W. Hillsboro Highway
Newberg, Oregon 97132

"WATER FRONT" Water Front Recreation, Inc.,
a Washington Corporation
525 NE Greenwood Avenue
Bend, Oregon 97701

DATED: January 9 1997

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 #26 of the Northwoods being part of Government Lots 4 and 8, Section 26, Township 7 N, Range 6 E Willamette Meridian, Skamania County, Washington.

1.2 And under that certain Cabin Site Lease from Water Front to Raymond L. Carter and Nancy J. Carter, dated June 15, 1971, a copy of which Cabin Site Lease is attached hereto marked Exhibit B, and incorporated herein by reference.

11-25-97
Gerry H. Martin, Skamania County Auditor
Date 2-25-97, Parcel # 96-000026

2. 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.

ASSIGNOR:

Nancy J. Carter
Nancy J. Carter

ASSIGNEE:

Nancy J. Carter
Nancy J. Carter

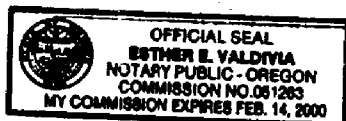
WATER FRONT RECREATION, INC.

By: Robert T. Curry
Robert T. Curry, President

BOOK 171 PAGE 199

STATE OF OREGON)
County of CLATSOP)ss:

This instrument was acknowledged before me on JANUARY 2, 1997
by NANCY J. CARTER



Esther E. Valdovinos
Notary Public for STATE OF OREGON
My Commission Expires 2/14/2000

STATE OF Oregon)
County of Clatsop)ss:

This instrument was acknowledged before me on January 9, 1997
by Terrie Russell



Louetta B. Gundersen
Notary Public for Oregon
My Commission Expires 7/4/99

STATE OF _____)
County of _____)ss:

This instrument was acknowledged before me on _____, 19____
by _____

Notary Public for _____
My Commission Expires _____

STATE OF _____)
County of _____)ss:

This instrument was acknowledged before me on _____, 19____
by _____

Notary Public for _____
My Commission Expires _____

EXHIBIT

A

AFFIDAVIT OF HEIRSHIP

STATE OF OREGON)
COUNTY OF CLACKAMAS) ss

I, NANCY J. CARTER, being first sworn say:

1. I am the surviving widow of RAYMOND L. CARTER who died December 28, 1987. A copy of the death certificate is attached.

2. At the date of death of RAYMOND L. CARTER, we were the owners of Parcel # 96 000026, Cabin 26, North Woods Association, Skamania County, Washington. It is now appropriate that RAYMOND L. CARTER'S name be removed from rolls of ownership.

3. At the date of death of RAYMOND L. CARTER all of the family assets were owned joint with right of survivorship. The net result is that there were and are no estate proceedings from which certified documents can be provided. I am, therefore, attaching a copy of the Last Will and Testament of RAYMOND L. CARTER dated September 20, 1966. Article IV thereof provides that I am designated as the recipient of the "rest, residue and remainder of my estate, real and personal". Having survived RAYMOND L. CARTER I am entitled to all his assets, including those owned jointly with right of survivorship.

4. This affidavit and the attachments are being submitted in fulfillment of the transfer of sole ownership of the above described property.

Dated this 12 day of December, 1996.

Nancy J. Carter
NANCY J. CARTER

Subscribed and sworn to this 12th day of December, 1996.



Esther E. Valdivia
Notary Public for Oregon
My Commission Expires: 2000

Gary H. Martin, Skamania County Assessor
Date 2-25-97 Parcel # 96 000026

RECORDER'S NOTE:
NOT AN ORIGINAL DOCUMENT

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94 065586

Washington County

Page 1 of 2

STATE OF OREGON
County of Washington } SS

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Jerry R. Hanson
Jerry R. Hanson, Director of
Assessment and Taxation, Ex-
Officio County Clerk

Doc : 94065586

Rect: 125891

07/11/1994 09:20:59AM

33.00

BOOK 171 PAGE 262

STATE OF OREGON
OREGON STATE HEALTH DIVISION
DEPARTMENT OF HUMAN SERVICES
Vital Records Unit
CERTIFICATE OF DEATH

14046
ID TAG NO.2622
Local File Number

State File Number

TYPE
PRINT
IN
PERMANENT
BLACK
INK
FOR
DUPLICATIONS
SEE
INSTRUCTIONS

DECEASED

DEATH
CAUSE
IN
SITUATION
HANDBOOK
TARDING
PLETION OF
ANCE ITEMS

POSITION

CERTIFIER

CONDITIONS
IF ANY
WHICH GAVE
RISE TO
IMMEDIATE
CAUSE
TARDING THE
UNDERLYING
CAUSE LAST

CAUSE OF DEATH

4
5
6

Transamerica Title Insurance
Accumulation Refunding (P&R)

DECEASED - NAME		First		Middle		Last		DATE OF DEATH (month, day, year)	
1		Raymond		Leon		CARTER		December 28, 1987	
RACE (White, Black, American Indian, etc.)		SEX		AGE - Last birthday (years)		Under 1 year		DATE OF BIRTH (month, day, year)	
3		4		5a		5b		6	
White		Male		55				October 22, 1932	
CITY, TOWN OR LOCATION OF DEATH		HOSPITAL OR OTHER INSTITUTION - NAME		If not in office, give street and number		If known, give date of death		COUNTY OF DEATH	
7a		7b		7c		7d		7e	
Portland		St. Vincent Hospital				Inpatient		Washington	
STATE OF BIRTH (if not in U.S., name country)		CITIZEN OF WHAT COUNTRY		MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (specify)		SPOUSE (if married, widowed)		WAS DECEASED EVER IN U.S. ARMED FORCES? (specify yes or no)	
8		9		10		11		12	
California		USA		Married		Nancy		Yes	
SOCIAL SECURITY NUMBER		USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)		KIND OF BUSINESS OR INDUSTRY					
13		14a		14b		14c		14d	
543-32-2044		Vice President & Financial Advisor		W.T.D. Industries					
RESIDENCE - STATE		COUNTY		CITY, TOWN OR LOCATION		STREET AND NUMBER OR R.F.D.		ZIP	
15a		15b		15c		15d		15e	
Oregon		Washington		Newberg		Rt 1 Box 91 A		97132	
FATHER - NAME		MOTHER - NAME		INFORMANT - NAME and relationship to deceased					
16		17		18		19		20	
Leslie Edward Carter		Agnes Steinbock		Nancy Carter - wife					
BURIAL, CREMATION, REMOVAL, MAUSOLEUM (specify)		CEMETERY OR CREMATORY - NAME		LOCATION - City or town, state					
19a		19b		19c					
Burial		Mt. Calvary Cemetery		Portland, Oregon					
FUNERAL SERVICE LICENSEE or person performing such duties (specify)		NAME AND ADDRESS OF FACILITY		DATE SIGNED (Mo., Day, Year)		HOURS OF DEATH			
20a		20b		20c		20d			
Richard L. Hoffman		Hennessey, Coatsch & McGee Portland, Oregon 97209-2198		12-30-87		1900 h.			
NAME, TITLE AND ADDRESS OF CERTIFIER (Type or Print)		DATE RECEIVED BY REGISTRAR (Mo., Day, Year)		REGISTRAR					
21a		21b		21c		21d			
William Winans, D.O. : 17937 S. W. McEwan, Suite 1; Tigard, Oregon 97224		JAN 06 1988		Jimmie L. Bennett					
IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE ON WHICH APPLICABLE)		INTERVAL BETWEEN ONSET AND DEATH							
22a		22b		22c		22d			
Cerebral Vascular Accident		2-3 hr.							
OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I (a)		AUTOPSY (Specify Yes or No)		WAS MEDICAL EXAMINER NOTIFIED (Specify Yes or No)					
23		24		25		26			
		Yes		Yes					
ACCIDENT (Specify Yes or No)		DATE OF INJURY (Mo., Day, Year)		HOURS OF INJURY		DESCRIBE HOW INJURY OCCURRED			
26a		26b		26c		26d			
Injury at work (Specify Yes or No)		PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)		LOCATION		STREET OR R.F.D. NO		CITY OR TOWN	
27a		27b		27c		27d			
DID HOSPITAL REPRESENTATIVE MAKE REQUEST FOR ANATOMICAL GIFT CONSENT?		WAS GIFT MADE?							
YES <input type="checkbox"/> NO <input type="checkbox"/> N.A. <input type="checkbox"/>		YES <input type="checkbox"/> NO <input type="checkbox"/> N.A. <input type="checkbox"/>							
RESERVED FOR REGISTRAR'S USE									

RECORDER'S NOTE: ORIGINAL - VITAL STATISTICS COPY

NOT AN ORIGINAL DOCUMENT

STATE OF OREGON, COUNTY OF WASHINGTON)ss

DATE ISSUED
JAN 06 1988

I HEREBY CERTIFY THAT THE FOREGOING COPY HAS BEEN COMPARED BY ME WITH THE ORIGINAL DOCUMENT AND IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE AS RECORDED IN THE VITAL STATISTICS SECTION OF THE WASHINGTON COUNTY DEPARTMENT OF PUBLIC HEALTH AND ON PERMANENT FILE WITH THE OREGON STATE HEALTH DIVISION.

REGISTRAR

Jimmie L. Bennett

NOT VALID WITHOUT RAISED SEAL OF DEPARTMENT OF PUBLIC HEALTH, WASHINGTON COUNTY

Gary H. Martin, Slamm County Assessor
Date 2-25-87

WATER FRONT RECREATION, INC.
2293 Verus Street
San Diego, CA 92154
(619) 429-0367

November 1, 1988

TO ALL PRESENT CABIN SITE LESSEES:

Re: Cabin Site No. 26

Gentlepersons:

Pursuant to the Settlement Agreement of May 24, 1984, which has now become effective as the last judgment has become final, this will advise you that

1. Water Front Recreation, Inc. has obtained a Master Restated Lease from the State of Washington whereby the master lease at North Woods is extended to 99 years, expiring the year 2069, and
2. Pursuant to paragraph 10.3 of the Settlement Agreement, Water Front Recreation, Inc. hereby offers to you an opportunity, available for 120 days from the date hereof, within which to agree to extension of your Cabin Site Lease concerning the subject premises from June 1, 2025 to June 1, 2069, on the same terms and conditions as existing under that Cabin Site Lease, as amended by the Settlement Agreement of May 24, 1984 (and as superceded by any subsequent Cabin Site Lease executed by or assumed by you), provided, however, that cabin site rents for the period June 1, 2025 to June 1, 2069, shall be determined based on the provisions set forth in paratrapp 10.3 of the Settlement Agreement.

If you so agree, please sign on the bottom line on the enclosed copy of this letter and return this letter to Water Front Recreation, Inc. within 120 days of the date hereof.

Very truly yours,

WATER FRONT RECREATION, INC.

Denna Thompson

The undersigned cabin site lessees of the above-mentioned cabin site hereby agree to extend the Cabin Site Lease thereon to June 1, 2069 under the terms and conditions described above.

Dated: Nov 26, 1988

Nancy Carter

EXHIBIT

B

Gary H. Martin, Stanislaus County Assessor
Dec 2 25 99 Parcel # 96-000026
Chm

CABIN SITE LEASE

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

consideration of the rents to be paid and covenants to be performed by

RAYMOND L. CARTER & Nancy J. CARTER

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

Cabin site number 26 of the North Woods as shown in red on Exhibit "A" attached hereto (all distances being approximations), being part of Government Lots 4 and 8, Section 26, Township 7 North, Range 6 East, 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 Service.

SECTION 1. OCCUPANCY

1.01 Term. This Lease is granted for the period beginning JUNE 15, 1971, and terminating on June 1, 2025, unless sooner terminated as hereinafter 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 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-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 FOUR HUNDRED SEVENTY FIVE Dollars (\$ 475.00). Rent shall be paid in advance, on the first day of September in each year, hereinafter referred to as the "anniversary date." All payments shall be made to Lessor at 9055 S.W. Canyon Road, Portland, Oregon, or at such other place at which the Lessor may notify the Lessee in writing. Rent 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 of any anniversary 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 Lessee's rental hereunder at such times as and required to pay shall equal the total rental increase under the master lease to Lessor multiplied by the Lessee's annual 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 Lessor for the year immediately preceding the year of the increase. The aforesaid formula is illustrated as follows:

$$\text{Lessee's share of increase} = \frac{\text{Increase under master lease to Lessor}}{\text{Total annual rentals of sites}} \times \text{Lessee's annual rental}$$

(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, 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 said Index for September 1, 1970.

SECTION 3. LESSOR'S CONVENANTS

3.01 Declaration. In order to preserve the natural beauty of the North Woods, to provide for the control of structures erected 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 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 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, for construction of such dock.

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 roadway. Vehicles shall not be operated carelessly or in excess of posted speeds. No vehicle shall be operated at any time without a muffler 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 Nuisance. No 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 nuisance in the area.

Gary H. Martin, Skamania County Assessor
Date 7-25-71 Parcel # 9100026

SECTION 4. IMPROVEMENTS continued

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.

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 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 motorbike or motorcycle riding of any nature shall be allowed except for ingress and egress.

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. 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 of the cabin.

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

5.09 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 (1½) 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.

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 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 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, back-filling, 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 Indemnification. 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, liability or expense on account of personal injury to or death of any persons whatsoever, 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 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 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, \$5,000.00;
- (2) Bodily injury or death resulting from any one accident to two or more persons, \$10,000.00; and
- (3) 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 operation 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 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 lease that Pacific Power and Light Company has the right to fluctuate the waters of Swift Reservoir at any time within the provisions of Federal Power Commission License No. 2111 or as amended. The Lessee shall waive all claims or damage and shall indemnify Pacific Power and Light Company, the State of Washington, Lessor or their successors, if any, against any claim of damage arising from fluctuation in reservoir level or impairment of recreational use of the reservoir or shoreline 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 compel performance of or compliance with the provisions hereof, to abate 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 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 liable to the Lessor for all liabilities incurred hereunder prior 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 Lessor may be made by depositing such notice in the United States mails addressed to the Lessee at

✓ 13435 N.W. Pettygrove St. Portland, Ore. 97224. ✓

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 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 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 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.

8.04 Easements. As shown on the plat of "The North Woods", 20-foot easements are reserved to the Lessor and its assigns on the water front portions of Lots 16, 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 shoreline docks providing such facilities do not interfere with the boat traffic pattern of the community dock system. 1416

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 15th day of June, 1971.

WATER FRONT RECREATION, INC.

By Mel Hansen
President

By James E. Fish
Secretary

Raymond Flaster LESSOR

✓ Nancy J. Carter LESSEE

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 Sales 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.

Raymond Flaster

✓ Nancy J. Carter LESSEE