

After recording return to:
Water Front Recreation, Inc.
PO Box 7139
Bend, OR 97708

REAL ESTATE EXCISE TAX Fee: \$36.00

N/A

JAN 18 2007

PAID *See excise 26662 DTM 1/18/07*
Vi Lee Chellendy
SKAMANIA COUNTY TREASURER

SCR 29259

ASSIGNMENT, ASSUMPTION, AND CONSENT

"ASSIGNOR" Kevin John Landacre
P.O. Box 250
Cougar, WA 98616

"ASSIGNEE" Kelly C. Taylor
2206 SW 8th Street
Battleground, WA 98604

"WATER FRONT" Water Front Recreation, Inc.
a Washington Corporation
P.O. Box 7139
Bend, OR 97708-7139

DATED: December 18, 2006

LEGAL DESCRIPTION (abbreviated): SE ¼ SEC 26 & SW ¼ SEC 25 T7N R6E
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT # 96-000500, 07-06-26-0-0-0501-00

L.M.

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. Assignment. Assignor hereby assigns to Assignee all right, title and interest of Assignor as Lessee in and to the following described leases:
 - 1.1 That certain store lease by and between Water Front as Lessor and James and Neomie Gipe as Lessee dated October 2, 1972 and providing for a term beginning September 1, 1972 and ending June 1, 2025; which lease was subsequently transferred to Assignor by Contract dated December 8, 1983, recorded January 10, 1984 in Book 83, Page 57, Auditor's File No.

96956, Skamania County Deed Records (also see Affidavit of Leasehold, recorded May 4, 2005 in Auditor File No. 2005-157398) and which covers the premises legally described as:

PARCEL I

That portion of the Northeast Quarter of the Southeast Quarter of Section 26, Township 7 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying East of the Forest Service Road, and

- 1.2 That certain campground lease by and between Water Front as Lessor and James and Neomie Gipe as Lessee entered into in 1976, and providing for a term beginning May 1, 1976 and ending September 2, 2030; which lease was subsequently transferred to Assignor by Contract dated December 8, 1983, recorded January 10, 1984, in Book 83, page 57, Auditor File No. 96956, Skamania County Deed Records (also see Affidavit of Leasehold, recorded May 4, 2005 in Auditor File No. 2005-157398) and which covers the premises legally described as:

PARCEL II

A portion of the West Half of the Northwest Quarter of the Southwest Quarter of Section 25, Township 7 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the West Quarter Section corner of said Section 25, running thence, along the East-West centerline thereof, East 200 feet, thence South 39° East 140 feet, thence South 50 feet thence South 13° West 240 feet, thence South 30° East 150 feet, thence South 40° West 230 feet, to a point on the North line of the BG-EC-1000 Road, thence along said North line West 160 feet, to the West line of said Section 25, thence along said West line, North 690 feet to the point of beginning.

- 1.3 A copy of the two leases assigned hereby are attached hereto marked Exhibit A, and incorporated herein by reference
2. Assumption. Assignee hereby accepts this Assignment and hereby assumes and agrees to faithfully perform all obligations of the Lessee under leases assigned hereby (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) from and after the date of this Assignment.
3. Modification of Lease. The Assignor agrees that Water Front and the Assignee may change, modify, or amend the leases assigned hereby in any way, including the rental to be paid thereunder, and that further assignments may be made without notice to or consent of the Assignor.

4. Successor and Assigns. This Assignment shall be binding upon and inure to the benefit of the legal representatives, successors, and assigns of the parties. Assignee agrees that no further assignment may be made of the leases assigned hereby without the prior written consent of WATER FRONT.

5. Attorneys Fee. If a suit, action, arbitration or other proceeding of any nature whatsoever including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted or the services of an attorney are retained, to interpret or enforce any provision of this Assignment or with respect to any dispute relating to this Assignment, the prevailing party shall be entitled to recover from the losing party its attorney fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith. In the event of a suit, action, arbitration or other proceeding, the amount of fees shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any approval or review and shall be in addition to all other amounts provided by law.

6. Joint and Several Liability. The liability of any party to this Assignment if more than one person, shall be joint and several.


7. Water Front hereby consents to the foregoing Assignment and Assumption, in accordance with and subject to, the terms and conditions and covenants of this Assignment.

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

ASSIGNOR:


Kevin John Landacre

ASSIGNEE:

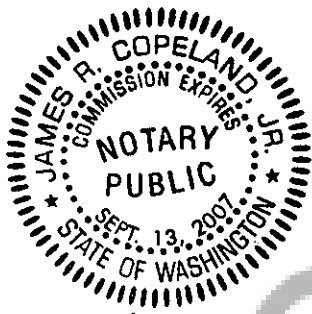

Kelly C. Taylor
KCT

WATER FRONT RECREATION, INC.:

By: Justin Russell

State of Washington)
) ss
County of Skamania)

This instrument was acknowledged before me on December 8, 2006,
by Kevin John Landacre.



Justin Russell
Notary Public for WA
Commission Expires: 9-15-07

State of Washington)
) ss
County of Skamania)

This instrument was acknowledged before me on December 18, 2006,
by Kelly C. Taylor.



Julie Andersen
Notary Public for WA
Commission Expires: 6/17/2010

State of Oregon)
) ss
County of Deschutes)

This instrument was acknowledged before me on Jan. 9,, 2007,
by Leslie Russell.



Jennifer M. Mc Kay
Notary Public for OR
Commission Expires: 10.22.2007

State of _____)
) ss
County of _____)

On this the _____ day of _____, 2006, before me _____
_____, the undersigned Notary Public, personally appeared
_____.

- ☐ personally known to me – OR –
☐ proved to me on the basis of satisfactory evidence to be the person(s) who executed the
within instrument as _____ on behalf of the corporation therein named, and
acknowledged to me that the corporation executed it.

Witness my hand and official seal.

Notary Public for _____
Commission Expires: _____