AFN #2009174056 Recorded 10/08/09 at 03:27 PM DocType: AGLS Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 4 Auditor J. Michael Garvison Skamania County, WA

> After recording return to: Water Front Recreation, Inc. P.O. Box 7139 Bend, OR 97708-7139

> > Sctc 3423

ASSIGNMENT, ASSUMPTION, AND CONSENT

"ASSIGNOR"

David Karkanen and Doug Karkanen

19375 Eastside Road Lake Oswego, OR 97037

"ASSIGNEE"

Sterling Fullmer and Cindy Fullmer
REAL ESTATE EXCISE TAX

Portland, OR 97236

"WATER FRONT"

Water Front Recreation, Inc.

a Washington Corporation

P.O. Box 7139

Bend, OR 97708-7139

0CT - 82009100 ONCINE # 28 260 M

SKAMANIA COUNTY TREASURER

DATED:

2009

LEGAL DESCRIPTION (Abbreviated): SE 1/4 SEC 26 & SW 1/4 SEC 26 T7N R6E ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT #: 96-000500, 07-06-26-0-0-0500-00, 07-06-26-0-0-0501-00 & 00000092-001190

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:

- Assignment, Assignor hereby assigns to Assignee all right, title and interest of Assignor as Lessee in and to the following described leases:
 - 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 Kevin John Landacre by Contract dated December 8, 1983, recorded January 10, 1984 in Book 83, Page 57, Auditor's File No. 96956, Skamania County, WA Deed Records (also see Affidavit of Leasehold, recorded May 4, 2005 in Auditor File No. 2005-157398) and again subsequently transferred to Kelly C. Taylor by instrument dated December 18, 2006, and recorded January 17, 2007, as Document Number 2007-164588 in Skamania County, WA Deed Records, and again subsequently transferred to David Karkanen and Doug Karkanen by Trustee's Deed recorded on March 12, 2009 as Document No. 2009-172264 in Skamania County, WA Records, to which assignment of Lessee's leasehold interest by foreclosure Water Front hereby gives its consent, and which covers the premises legally described as:

Page 1 of 4 - ASSIGNMENT, ASSUMPTION AND CONSENT

AFN #2009174056 Page: 2 of 4

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 Kevin John Landacre by Contract dated December 8, 1983, recorded January 10, 1984, in Book 83, page 57, Auditor File No. 96956, Skamania County, WA Deed Records (also see Affidavit of Leasehold, recorded May 4, 2005 in Auditor File No. 2005-157398) and again subsequently transferred to Kelly C. Taylor by instrument dated December 18, 2006, , and recorded January 17, 2007, as Document Number 2007-164588 in Skamania County, WA Deed Records, Skamania County, WA Deed Records, and again subsequently transferred to David Karkanen and Doug Karkanen by Trustee's Deed recorded on March 12, 2009 as Document No. 2009-172264 in Skamania County, WA Records, to which assignment of Lessee's leasehold interest by foreclosure Water Front hereby gives its consent, 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.

- 2. <u>Assumption.</u> 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. <u>Modification of Lease</u>. 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. <u>Successor and Assigns.</u> 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

AFN #2009174056 Page: 3 of 4

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. <u>Joint and Several Liability</u>. The liability of any party to this Assignment if more than one person, shall be joint and several.
- 7. <u>Consent.</u> 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.

David Karkanen

Doug Karkanen

ASSIGNEE

Sterling Fullmer

Cindy Fullmer

State of OVEGON) so

This instrument was acknowledged before me on 9-24-09, 2009, by

David Karkanen.

OFFICIAL SEAL
TARA M PETTERSEN
NOTARY PUBLIC - OREGON
COMMISSION NO. 434465
MY COMMISSION EXPIRES NOVEMBER 17, 2012

Notary Public for OVE Commission Expires: VOV

State of Oregov

Page 3 of 4 - ASSIGNMENT, ASSUMPTION AND CONSENT

County of MUltroman) ss	
This instrument was acknowled	ged before me on 9.24 , 2009, by
TARA M PETTERSEN	Notary Public for Commission Expires:
State of Washington) ss County of Skamania ss	2. 18
This instrument was acknowled	ged before me on 3 3 , 2009, by
	Notary Public for Washington Commission Expires: 0111/2016
1. Vac V. See WASHING	
State of Lasturgion) ss	
County of Skumanua;	0-10
This instrument was acknowledged before me on	
	Notary Public for 1111 All All All All All All All All Al
STATE OF CASO YOUNG HIS SHIPS	
COUNTY OF MUChilles)	
I certify that I know or have satisfactory evidence that Leslie Russell is the person who appeared	

I certify that I know or have satisfactory evidence that Leslie Russell is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the President of Water Front Recreation, Inc. a Washington corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

OFFICIAL SEAL
REBECCA L WILDE
NOTARY PUBLIC-OREGON
COMMISSION NO. 414505
MY COMMISSION EXPIRES FEB. 23, 2011

MY COMMISSION EXPIRES FEB. 23, 2011

Page 4 of 4 - ASSIGNMENT, ASSUMPTION AND CONSENT