

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Water Front Recreation, Inc  
PO Box 7135  
Send or 97708  
Attn: Leslie Russell  
SATC 32189

Space Above for Recorder's Use

### CONSENT TO ENCUMBRANCE OF LEASEHOLD INTEREST

This Consent to Encumbrance of Leasehold Interest ("Consent to Encumbrance"), dated as of April 15, 2011 is entered into by and among **Michael L. Lippelgoos and Rene B. Lippelgoos**, as lessee ("Lessee"), **Water Front Recreation, Inc.**, a(n) **Washington Corporation**, as lessor ("Lessor"), and **PrimeLending, a(n) PlainsCapital Company, A Texas Corporation**, ("Lender") with respect to the following:

#### Recitals

A. Lessor and Lessee entered into a Cabin Site Lease for Cabin Site 125 dated February 7, 1976, recorded in Skamania County, Washington Records in **Book 183, Page 441**, ("Lease"), by document entitled "Assignment, Assumption and Consent", dated **October 10, 1998**, recorded in Skamania County, Washington Records in Book 183, page 441, pertaining to the lease of real property (herein referred to as "Leased Property") and legally described as:

Abbreviated Legal: Lot 125

Tax Parcel Number (s) 9600012500000

B. Lessee wishes to encumber Lessee's leasehold interest in the Leased Property by assignment for security purposes of Lease in the form of a trust deed ("Leasehold Encumbrance") in favor of Lender to secure Lessee's obligations under a loan agreement, which Leasehold Encumbrance is being recorded concurrently with this Consent to Encumbrance in the official records of Skamania County.

C. The Lease prohibits assignment without prior consent of the Lessor. Lessor is willing to consent to the Leasehold Encumbrance subject to the terms and conditions of this Consent to Encumbrance.

### Agreement

NOW, THEREFORE, the parties hereto agree as follows:

1. Consent to Encumbrance. Lessor hereby consents to the Leasehold Encumbrance, provided however, and upon the express condition, that neither such consent nor the collection of rent from the Lender shall be deemed a waiver or relinquishment for the future of the covenant against assignment or subletting and such conditional acceptance of the Lender as Lessee shall not be deemed a release or waiver from any further performance of the provisions of the Lease from and after the effective date of any assignment.

2. Assignment of the Lease Becoming Absolute. Lessor hereby further agrees that upon default by Lessee under the Leasehold Encumbrance to Lender, Lessor agrees to assignment by Lessee of all Lessee's leasehold interest in the Property becoming absolute to Lender upon written notice to Lessor, the cure of all defaults under the Lease, if any, and fulfillment and assumption of Lessee's obligations under the lease by Lender, subject to the terms and conditions of the Lease. This consent shall not be deemed a waiver for the future of the covenant against further assignment or subletting of the Lease without consent of Lessor.

Any subsequent transfer of the Leasehold may be made only with such written consent of Lessor, which shall not be unreasonably withheld, and subject to the conditions relating to such transfer as are set forth in the Lease.

3. Time for Notice. Any notice to Lender under Section 5 may be given concurrently with the notice of default to Lessee, as provided in the Lease.

4. Lender's Right to Cure. Lessor may not terminate the Lease because of any default or breach under the Lease on the part of Lessee if Lender within thirty (30) days after Lessor's written notice to Lender of Lessor's intention to so terminate:

4.1 cures the default or breach within the time provided above; and

4.2 keeps and performs all of the covenants and conditions of the Lease including those requiring the payment of money by Lessee.

Lender's right to possession and quiet enjoyment of the Leasehold shall be subject to payment of all unpaid obligations owing to Lessor and full and faithful performance of all terms and conditions under the Lease by Lender.

5. Notices. All Notices hereunder shall be in writing and deemed given (a) when delivered personally, (b) three (3) days after the date the Notice is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, (c) on the day the Notice is sent by electronic transmission, with receipt mechanically confirmed, or (d) one (1) day after the date the Notice is deposited for next day overnight delivery with a nationally recognized overnight courier service, addressed and/or sent by electronic transmission, as the case may be, as follows:

If to Lessor to: Water Front Recreation, Inc.  
P.O. Box 7139  
Bend, OR 97708-7139  
  
Attention: Leslie Russell  
Fax: (541)388-9058  
Email: [leslierussell79@gmail.com](mailto:leslierussell79@gmail.com)

If to Lessee to: Michael L. and Renee B Lippelgoos  
8507 NE Lewis Drive  
Vancouver, WA 98662  
Email: [LIPP525@hotmail.com](mailto:LIPP525@hotmail.com)

If to Lender to: PrimeLending, A PlainsCapital Company,  
A Texas Corporation  
18111 Preston Road  
Suite 900  
Dallas, Texas 75252  
  
Attention: Kristi Harris  
Fax: (800) 908-3258  
Email: [K.harris@primelending.com](mailto:K.harris@primelending.com)

Or to any other address as the parties may from time to time designate by a Notice in writing to the other parties.

6. Successors and Assigns. The terms of this Consent to Encumbrance shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns.

7. Effect of this Consent to Encumbrance. Except as provided in this Consent to Encumbrance, the Lease shall remain in full force and effect as originally written. The Leased Property is subject to a Master Lease with the State of Washington and all parties hereto agree that the terms of the Master Lease shall govern any inconsistent or conflicting provisions in this Consent to Encumbrance and all leases and assignments of lease are subject to the terms of the Master Lease.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Recitals. The recitals are true and correct and are a part of this Agreement.

Lessor:

Water Front Recreation, Inc.

By: Leslie Russell  
Leslie M. Russell, President

Lessee: Michael Lopez  
Rene B. Lopez  
By: \_\_\_\_\_

Lender:

PRIMELENDING, A PLAINS CAPITAL CO.

By: Kristi Harris  
**Kristi Harris**  
Senior Vice President

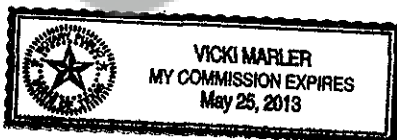
STATE OF TEXAS

County of COLLIN

)  
) ss.  
)

I certify that I know or have satisfactory evidence that KRISTI HARRIS is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the SVP of PrimeLending, A Plains Capital Co. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4-15, 2011



Vicki Marler  
(Signature)  
PRODUCT DEVELOPMENT  
Title  
My Appointment Expires: 5-25-2013

STATE OF Washington )  
 County of Skamania ) ss.

I certify that I know or have satisfactory evidence that Michael L. Lippelgoos & Renee B. Lippelgoos are the persons who appeared before me, and said persons acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument. Their

Dated: April 18, 2011

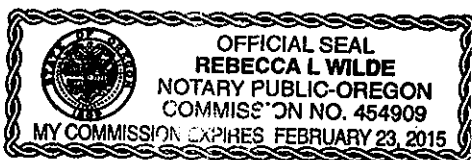


Julie A. Andersen  
 (Signature)  
Escrow Officer  
 Title  
 My Appointment Expires: 6/17/2014

STATE OF )  
 County of ) ss.

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

Dated: April 20, 2011



Rebecca L. Wilde  
 (Signature)  
Personal Banker  
 Title  
 My Appointment Expires: Feb 23, 2015  
Leslie Russell only

EXHIBIT 'A'

Lot 125, as shown on the Plat and Survey entitled Recorded of Survey for Water Front Recreation, Inc., dated May 16, 1974, on file and record under Auditor File No. 77523, at Page 449, of Book 'J' of Miscellaneous Records of Skamania County, Washington; TOGETHER WITH an appurtenant easement as established in writing in said plat, for the joint use of the areas shown as roadways on the plat.

SUBJECT TO reservation by the United States of America in approved selection list number 259 dated March 4, 1953, and recorded September 4, 1953, at Page 23 of Book 52 of Deeds, under Auditor File No. 62114, records of Skamania County as follows:

"...the provisions, reservations, conditions, and limitations of Section 24, Federal Power Act of JUNE 10, 1920, as amended...and the prior right of the United States, its licensees and permittees to use for power purposes that part within Power Projects no. 2071, 2111 and 264."