

AFTER RECORDING RETURN TO:

KATHLEEN A. ALLEN/ 7023.55983
ROUTH CRABTREE OLSEN, P.S.
13555 SE 36TH ST., SUITE 300
BELLEVUE, WA 98006

Document Title(s):

Consent to Assumption of Lease by Lender

Reference Number(s):

Grantor:

Katy J. Lynch

Grantee:

Wells Fargo, N.A.

Abbreviated Legal Description as follows:

Lot 49 Northwoods, Cougar, Washington 98616

Assessor's Property Tax Parcel/Account Number(s):
96-000049

<p>RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:</p> <p>Routh Crabtree Olsen, P.S. 13555 SE 38th ST, Ste. #300 Bellevue, WA 98006 Attn: Kathleen A. Allen RE: Lynch, Katy #7023.55983</p>	
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Space Above for Recorder's Use

CONSENT TO ASSUMPTION OF LEASE BY LENDER

This Consent to Assumption of Lease by Lender ("Consent Agreement"), dated as of February 19, 2013 is entered into by and between WATERFRONT RECREATION, INC., a Washington corporation, ("Lessor"), and Wells Fargo Bank, N.A., ("Lender") with respect to the following:

Recitals

A. Lessor and DENIS MEUNIER and CHRYL MEUNIER as lessee ("Original Lessee") entered into a Cabin Site Lease for Cabin Site #49 by document entitled "Cabin Site Lease", dated April 24, 1976, unrecorded, but referred to in subsequent Assignments, which is currently held by KATY LYNCH ("Current Lessee") pursuant to that Assignment, Assumption, and Consent from EUNICE M. LYNCH HOLLENBECK, dated January 8, 1997 recorded in Skamania County, Washington Records as document # Book 245 Page 33 ("Lease"), pertaining to the lease of real property (herein referred to as "Leased Property") and legally described as:

LOT 49, AS SHOWN ON THE PLAT ENTITLED RECORD OF SURVEY FOR WATER FRONT RECREATION, INC., DATED MAY 16, 1974, ON FILE AND OF RECORD UNDER AUDITOR'S FILE NO. 77523, AT PAGE 449 OF BOOK "J" OF MISCELLANEOUS RECORDS OF SKAMANIA COUNTY, WASHINGTON.

REFERRED TO IN THE LEASE AS: CABIN SITE #49 OF THE NORTHWOODS BEING PART OF GOVERNMENT LOTS 4 AND 8, SECTION 26, TOWNSHIP 7 N, RANGE 6E WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON.

B. Without consent of Lessor as required by the terms of the Lease, Current Lessee encumbered 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 was recorded in the official records of Skamania County on June 27, 2003 in Book 245, page 39.

C. The Lease prohibits assignment without prior consent of the Lessor. Lessor is willing to consent to the assumption of the Lease by Lender subject to the terms and conditions of this Consent Agreement.

D. Lessee is currently in default under the terms of the Lease and the Leasehold Encumbrance.

Agreement

NOW, THEREFORE, the parties hereto agree as follows:

1. Consent. Lessor hereby consents to the assumption of the Lease by Lender, provided however, and upon the express conditions that Lender:

1.1 Upon execution of this Agreement, cure all defaults under the Lease, including without limitation, payment of all past due rent, taxes, Northwoods Association dues, fees and assessments and legal fees and costs incurred by Lessor related to Lessee's default under the Lease;

1.2 Extinguish any interests of Lessee in the Cabin and Leased Property by appropriate legal actions or proceedings. Lender expressly agrees that any judicial or non-judicial foreclosure brought or pending against the Cabin and Leased Property: (a) only extinguishes the Lessee's rights to the property; (b) in no way affects the validity or enforceability of the Cabin Lease, the Master Lease or the Lessor's rights or interest in the Cabin and Leased Property; and (3) notwithstanding the foreclosure sale, Lender takes the Cabin and Leased Property subject to Lessor's interest(s) therein and the Lease and the Master Lease, which remain in full force and effect; and

1.3 Assume and fulfill all obligations under the Lease as lessee in accordance with its terms and conditions.

3. Non-waiver, Subsequent Transfers. This consent shall not be deemed a waiver for the future of the covenant against further assignment or subletting without consent of Lessor. Any subsequent transfer of the Lease may be made by Lender only with written consent of the Lessor and subject to the conditions relating to such transfer as are set forth in the Lease and transfer approval requirements of Lessor.

4 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 M. Russell
Fax: (541) 389-2793
Email: waterfrontrecreation@ykwco.net

With a copy to:

Sussman Shank LLP
1000 SW Broadway, Suite 1400
Portland, OR 97205

Attention: Harry M. Hanna
Fax: (503) 248-0130
Email: harry@sussmanshank.com

If to Lender to:

Wells Fargo Bank, N.A.
3476 Stateview Blvd.

Fort Mill, SC 29715

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

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

6. Effect of this Consent to Agreement. Except as provided in this Consent Agreement, the Lease shall remain in full force and effect as originally written. The Lease 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 Agreement and the Lease and assignments of Lease are subject to the terms of the Master Lease.

7. 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.

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

Lessor:
Water Front Recreation, Inc.

Lender:
WELLS FARGO BANK, N.A.

By: Leslie M. Russell
Leslie M. Russell, President

Joseph Charles Chatellier
Joseph Charles Chatellier-Vice President
Loan Documentation
Wells Fargo Bank, NA
2/19/13

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

The foregoing instrument was sworn to and subscribed before me this 19th day of February, 2013, by Joseph Charles Chatellier, who is personally known to me.

STEPHANIE HARRIS JONES
NOTARY PUBLIC
MECKLENBURG COUNTY
STATE OF NORTH CAROLINA
MY COMMISSION EXPIRES 5-3-2014

Stephanie Harris Jones
Stephanie Harris Jones
NOTARY PUBLIC, State of North Carolina
My commission expires: 5.3.2014

Fort Mill, SC 29715

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

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Lessor:
Water Front Recreation, Inc.

Lender:
WELLS FARGO BANK, N.A.

By: _____
Leslie M. Russell, President

Joseph Charles Chatellier
Joseph Charles Chatellier-Vice President
Loan Documentation
Wells Fargo Bank, NA
2/19/13

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

The foregoing instrument was sworn to and subscribed before me this 19th day of February, 2013, by Joseph Charles Chatellier, who is personally known to me.

STEPHANIE HARRIS JONES
NOTARY PUBLIC
MECKLENBURG COUNTY
STATE OF NORTH CAROLINA
MY COMMISSION EXPIRES 5-3-2014

Stephanie Harris Jones
Stephanie Harris Jones
NOTARY PUBLIC, State of North Carolina
My commission expires: 5.3.2014

STATE OF _____)
County of _____) ss.

I certify that I know or have satisfactory evidence that Leslie M. 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 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.

Dated: _____

(Signature)

Title
My Appointment Expires: _____

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Unofficial Copy

See attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Diego

On 3/13/13
Date

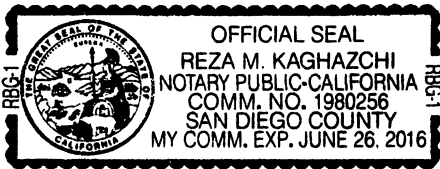
before me,

Reza M. Kaghaazchi, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Leslie M Russell
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~(s)~~ are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Reza M. Kaghaazchi
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Consent To assumption of Lease by Lender

Document Date: 2/19/13

Number of Pages: 3 + 1 Notary

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here