

**AFTER RECORDING RETURN TO**

ASHELY ORR / 7021.85680  
RCO LEGAL P.S.  
13555 SE 36<sup>TH</sup> ST., SUITE 300  
BELLEVUE, WA 98006

**Document Title(s):**  
Consent to Assumption

**Reference Number:**  
2007164479

**Grantor:**  
Bank of America, N.A.

**Grantee:**  
Stewart, Richard and Maureen

**Abbreviated Legal Description as follows:**  
LOT 144, NORTHWOODS

**Assessor's Property Tax Parcel/Account Number(s):**  
96-000144

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Routh Crabtree Olsen, P.S.  
13555 SE 36<sup>th</sup> ST, Ste. #300  
Bellevue, WA 98006  
Attn: Kathleen A. Allen

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 August 1, 2013 is entered into by and between WATERFRONT RECREATION, INC., a Washington corporation, ("Lessor"), and Bank of America, N.A. successor by Merger to BAC Homes Loans Servicing LP formerly known as Countrywide Home Loans Servicing LP, ("Lender") with respect to the following:

**Recitals**

A. Lessor and Ron Richey and Cheryl Richey as lessee ("Original Lessee") entered into a Cabin Site Lease for Cabin Site 144 by document entitled ("Cabin Site Lease") undated, but recorded in Skamania County, Washington Records as document # 2007164476 ("Lease"), through subsequent transfers, the Lessees interest was assigned by "Assignment, Assumption, and Consent Agreement to Richard and Maureen Stewart ("Current Lessees") pertaining to the lease of real property (herein referred to as "Leased Property") and legally described as:

LOT 144, AS SHOWN ON THE PLAT ENTITLED RECORD OF SURVEY OF WATER FRONT RECREATION, INC, DATED MAY 16, 1974 ON FILE AND OF 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 ON SAID PLAT, FOR THE JOINT USE OF THE AREAS SHOWN AS ROADWAY ON PLAT. SUBJECT TO RESERVATIONS 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 DEED, 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 PROJECT NO. 2071, 2111, AND 264."

B. Without consent of Lessor as required by the terms of the Lease, 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 January 11, 2007 under Skamania County Recorder No. # 2007164479.

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.

1.4 Pay any and all recording fees, costs and taxes, including without limitation, excise and personal property taxes, levied on or incurred by reason of ownership or transfer of the Cabin and Leasehold Estate.

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@ykw.com

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:

Bank of America, N.A. s/b/m to  
BAC Home Loans Servicing LP  
1757 Tapo Canyon Road  
Simi Valley, CA 93063

Attention: Tina Monken  
Phone: (213) 345-5561  
Fax: (213) 345-6036  
Email: tina.monken@bankofamerica.com

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:

BANK OF AMERICA, N.A. s/b/m to  
BAC HOME LOANS SERVICING, LP

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

By: Ronald Chen  
Its: AVP, Operations Team  
Manager, Bank of  
America, N.A.

