

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

ASSIGNMENT, ASSUMPTION, AND CONSENT

“ASSIGNOR” Sterling Fullmer and Cindy Fullmer
13853 SE Henry Street
Portland, OR 97236

“ASSIGNEE” Zach McCarty and Emily McCarty
40601 NE 19th Avenue
Woodland, WA 98674

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

DATED: October 21, 2013

REAL ESTATE EXCISE TAX

N/A
NOV 13, 2013
Refer to Excise #30380
PAID dtd 11-13-2013
Timothy O. Todd
SKAMANIA COUNTY TREASURER

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
Jm 11/13/13

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 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 gave its consent, and again subsequently assigned to Sterling Fullmer and Cindy Fullmer by instrument dated October 7, 2009, and recorded October 8, 2009, as Document Number 2009174056 in Skamania County, WA Deed Records, 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 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 gave its consent, and again subsequently assigned to Sterling Fullmer and Cindy Fullmer by instrument dated October 7, 2009, and recorded October 8, 2009, as Document Number 2009174056 in Skamania County, WA Deed Records, 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. 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. Consent. 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:


Sterling Fullmer


Cindy Fullmer

ASSIGNEE:


Zach McCarty

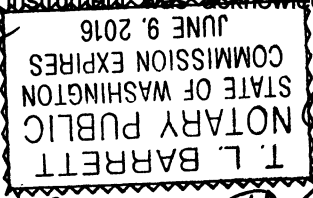

Emily McCarty

WATER FRONT RECREATION, INC.:

By:  President
Leslie M. Russell, President

State of WA)
County of Clark) ss

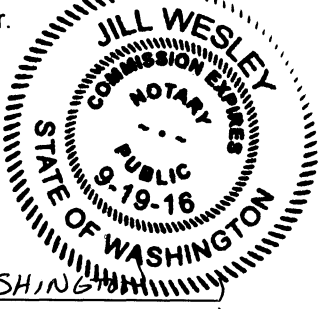
This instrument was acknowledged before me on November 5th, 2013, by Sterling Fullmer.



[Signature]
Notary Public for Vancouver
Commission Expires: 6.9.16

State of Washington)
County of King) ss

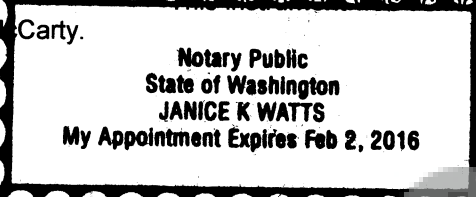
This instrument was acknowledged before me on October 31, 2013, by Cindy Fullmer.



Jill Wesley
Notary Public for State of Washington
Commission Expires: 9-19-16

State of WASHINGTON)
County of COWLITZ) ss

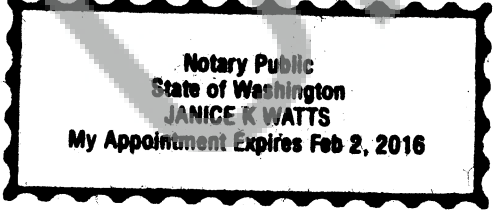
This instrument was acknowledged before me on Oct 24th, 2013, by Zach McCarty.



Janice K. Watts
Notary Public for WASHINGTON STATE
Commission Expires: 02/02/2016

State of WASHINGTON)
County of COWLITZ) ss

This instrument was acknowledged before me on Oct 24th, 2013, by Emily McCarty.



Janice K. Watts
Notary Public for WASHINGTON STATE
Commission Expires: 02/02/2016

STATE OF California)
COUNTY OF San Diego)

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.

Dated: November 11, 2013

Reza M. Kaghazchi
Notary Public for San Diego, Ca.
Commission Expires: June 26, 2016

