

After recording return to:

Water Front Recreation, Inc.
PO Box 7139
Bend, OR 97708

REAL ESTATE EXCISE TAX

N/A
JUN 26, 2014
Refer to Excise # 30731
PAID dtd 6-26-14
Audrey Johnson Deputy
SKAMANIA COUNTY TREASURER

ASSIGNMENT, ASSUMPTION, CONSENT
AND AMENDMENT OF LEASE

M/6982
"ASSIGNOR"

Carla Mauger,
(formally known as Carla Minor)
3736 NW Jasmine Street
Camas, WA 98607

"ASSIGNEE"

Jonathan & Susan Erich
20802 NE 159th Avenue
Battle Ground, WA 98604

"WATER FRONT"

WATER FRONT RECREATION, INC.,
a Washington Corporation
P.O. Box 7139
Bend, OR 97708-7139

DATED: June 4, 2014

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. Assignor hereby assigns to Assignee all right, title and interest Assignor has in and to:
- 1.1 Those certain premises described as follows:

Cabin Site #34 of the Northwood's being part of Government Lots 4 and 8, Section 26, Township 7 N, Range 6 E Willamette Meridian, Skamania County, Washington.

Parcel #96-000034000000 Skamania County Assessor
Date 6-26-14 Parcel# 96000034000000
ym

1.2 And under that certain Cabin Site Lease from Water Front to R. E. Erickson & Laura L. Erickson, dated August 1, 1972, a copy of which Cabin Site Lease is attached hereto marked Exhibit A, and incorporated herein by reference, and as subsequently assigned to Jeff & Carla Minor, dated August 9, 1995, and was conveyed to Carla C. Minor by Decree of Dissolution, dated September 25, 2008, is attached hereto marked Exhibit B, and incorporated herein by reference, and as conveyed by Quit Claim Deed, dated January 4, 2010, and recorded January 20, 2010, is attached hereto marked Exhibit C, and incorporated herein by reference.

2. Assignee hereby accepts this Assignment and hereby assumes and agrees to perform all obligations of the Lessee under the Cabin Site Lease, 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. The liability of the Assignee for the obligations assumed hereby shall be joint and several.

3. Water Front hereby consents to the foregoing Assignment and Assumption.
IN WITNESS WHEREOF, the parties hereto have executed this Assignment, Assumption, and Consent in triplicate as of the date first herein above written.

ASSIGNOR:

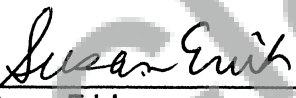


Carla Mauger (formally known as Carla Minor)

ASSIGNEE:



Jonathan Erich



Susan Erich

Water Front Recreation, Inc.

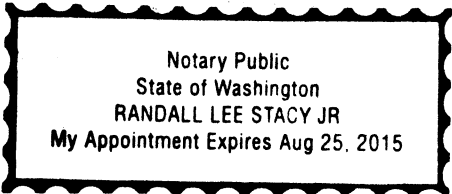
By: 

Leslie Russell, President

STATE OF Washington)
County of Cowlitz) 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 Recreation, Inc.** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 22, 2014



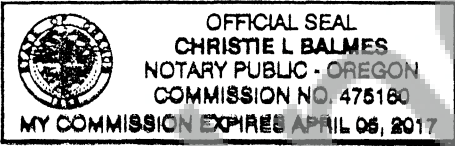
(Signature) [Handwritten Signature]

Title _____
My Appointment Expires: Aug 25 2015

STATE OF Oregon)
County of Washington) ss.

I certify that I know or have satisfactory evidence that **Carla Mauger** is the person who appeared before me, and said person 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.

Dated: 6/17, 2014



(Signature) [Handwritten Signature]

Title _____
My Appointment Expires: 4/5/17

STATE OF Washington ss.
County of Clark

I certify that I know or have satisfactory evidence that **Jonathan Erich** is the person who appeared before me, and said person 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.

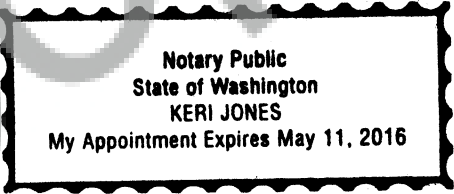
Dated: 6-13, 2014
[Signature]
(Signature) Personal Banker
Title
My Appointment Expires: 5-11-16



STATE OF Washington ss.
County of Clark

I certify that I know or have satisfactory evidence that **Susan Erich** is the person who appeared before me, and said person 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.

Dated: 6-13, 2014
[Signature]
(Signature) Personal Banker
Title
My Appointment Expires: 5-11-16



CABIN SITE LEASE BOOK 238 PAGE 71

WATER FRONT RECREATION, INC., a Washington corporation, hereinafter called Lessor, in

consideration of the rents to be paid and covenants to be performed by R.E. Erickson & Laura L. Erickson,
14625 S.W. Downsview Ct., Portland, Oregon.

hereinafter called Lessee, leases to Lessee the following described cabin site on the terms and conditions stated herein:

Cabin site number 34 of the North Woods as shown in red on Exhibit "A" attached hereto (all distances being approximations), being part of Government Lots 4 and 8, Section 26, Township 7 North, Range 6 East, W.M., Skamania County, Washington, SUBJECT, however to an easement for right of way for access road acquired by the United States of America, United States Forest Service.

EXHIBIT

A

SECTION 1. OCCUPANCY

1.01 Term. This Lease is granted for the period beginning Aug. 1st 1972 ~~10-1-72~~, and terminating on June 1, 2025, unless sooner terminated as hereinafter provided.

1.02 Master Lease. Lessor holds the above-described premises under a lease, hereinafter referred to as the "master lease," dated August 11, 1970, from the State of Washington, acting by and through the Department of Natural Resources.

1.03 Master Lease Incorporated. The master lease is on file with Lessor and is available for inspection. Lessee's rights hereunder are subject to all the terms, provisions, exceptions and reservations set forth in said master lease (as to which Lessee is a sub-lessee) and incorporated herein by reference, including, without limiting the foregoing an easement for right of way for an access road acquired by the United States of America, United States Forest Service and the right of the State of Washington to inspect the premises at reasonable times.

SECTION 2. RENTAL

2.01 Basic Rental. As rental for each lease year, the Lessee shall pay the sum of Four Hundred
Twenty-five Dollars (\$425.00 ~~-----~~). Rent shall be paid in advance, on the first day of September in each year, hereinafter referred to as the "anniversary date." All payments shall be made to Lessor at ~~830 N.W. 150th, Beaverton, Oregon~~, or at such other place at which the Lessor may notify the Lessee in writing. Rent for the fraction of any lease year shall be prorated. The lease year shall be from September 1 through the succeeding August.

2.02 Rent Adjustments. Lessor may, as of any anniversary date, increase the annual rental as follows:

(a) Under the master lease, Lessor's rental to the State of Washington may be increased on June 1, 1980, and at intervals of not less than ten (10) years thereafter. Lessor may increase Lessee's rental hereunder at such times as Lessor's rental under the master lease is increased. The amount of such increase that the Lessee shall be responsible for and required to pay shall equal the total rental increase under the master lease to Lessor multiplied by the Lessee's annual rental to the Lessor divided by the total annual rental of the Lessees of the sites in the North Woods. Annual rental as used herein shall mean the total rent the Lessee is required to pay to Lessor for the year immediately preceding the year of the increase. The aforesaid formula is illustrated as follows:

Lessee's share of increase = Increase under master lease to Lessor X Lessee's annual rental / Total annual rentals of sites

(b) In addition to the increase permitted under subparagraph (a) above, Lessor may as of any anniversary date, increase the annual rental hereunder on account of taxes and assessments against said real property in an amount, which together with prior increases on account of taxes and assessments, shall not exceed the total of the amount by which taxes and assessments on the land covered by the master lease exceeds such taxes for 1970, divided by the number of improved cabin sites on said anniversary date.

(c) Finally, every ten years beginning September 1, 1980, the annual rental shall, at the option of the Lessor, be adjusted to reflect the percent of increase from September 1, 1970, in the Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor; that is, the annual rental each year for the succeeding ten years shall be increased as compared with the annual rental as set forth herein by the same percentage as the increase in said Consumer Price Index differs from said Index for September 1, 1970.

SECTION 3. LESSOR'S CONVENANTS

3.01 Declaration. In order to preserve the natural beauty of the North Woods, to provide for the control of structures erected thereon, improvements to be made thereon, and for the purpose of extending to the residents therein the greatest possible peace, enjoyment, privacy, health, comfort, safety, and preservation of property values, Lessor does hereby certify and declare that with the sole exception of lot 19, which is the North Woods Sales Office, the following reservations, conditions, covenants, agreements and restrictions shall become and are hereby made a part of all leases of property within the plat of the North Woods as the same appears on the map survey recorded in the office of the County Auditor of Skamania County, Washington.

3.02 Boat Dock. Lessor shall construct a boat dock for the common use of residents of the North Woods. In the event construction of said boat dock is not completed by September 1, 1972, it is hereby agreed that in lieu of such construction, Lessor shall contribute \$5,000.00 to the North Woods Association, hereinafter described in paragraph 5.09, for construction of such dock.

SECTION 4. USE OF SITE

4.01 Permitted Use. The cabin site shall be used only for residential purposes. No building shall be erected, altered, placed, or permitted to remain on the cabin site other than one detached single family dwelling and buildings incidental to residential use, and the cabin site shall not be further subdivided into building lots.

4.02 Condition of Site. The premises hereby leased have been inspected by Lessee and are accepted in their present condition.

4.03 Vehicles. No vehicles shall be parked in roadways. Vehicles shall not be operated carelessly or in excess of posted speeds. No vehicle shall be operated at any time without a muffler in good working order. Excessive motor noise or annoying smoke are forbidden.

4.04 Maintenance. All lots shall at all times be kept in a clean, sightly, and wholesome condition and no trash, garbage, litter, junk, boxes, containers, bottles, cans, machinery, implements, lumber, or other building materials shall be permitted to be or remain exposed on any lot and visible from any street or adjoining or nearby premise.

4.05 Signs. No signs of any kind shall be displayed to the public view on any lot in the tract except one professional sign, of not more than 18 inches by 24 inches in size, advertising the property for sale or rent, and except signs used by a builder or developer to advertise the property during the construction and sales period.

4.06 Nuisance. No noxious or offensive trade or activity shall be carried on or upon any lot in the tract nor shall anything be done thereon which may be or become an annoyance or nuisance in the area.

PAGE ONE - CABIN SITE LEASE
830 N.W. 150th, Beaverton, Oregon 97005
Mailing address P.O. Box 603, Beaverton, Oregon 97005

CABIN SITE LEASE continued

SECTION 5. IMPROVEMENTS continued

BOOK 238 PAGE 72

4.07 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, or other household pets may be kept, but not for any commercial purpose. Household pets shall not be allowed to become an annoyance or nuisance to the neighborhood.

4.08 Incineration. Because of unpleasant odors and unsightliness, no individual incinerator will be permitted on any lot.

4.09 Fires and Fireplaces. Interior fireplaces, stoves, or other type burner must be fireproofed by use of sparkproof screens. All fires must be extinguished before leaving cabin. No fires shall be lit or maintained outside of any cabin.

4.10 Firearms and Fireworks. Discharging firearms, firecrackers, rockets or any other fireworks within the North Woods area shall be prohibited.

4.11 Commercial Use. No platted lot shall be used for any commercial purpose, except that a Lessee may rent his cabin from time to time, and in such case shall be responsible that his tenants abide by these covenants.

4.12 Motorbikes. No motorbike or motorcycle riding of any nature shall be allowed except for ingress and egress.

4.13 Fire Extinguisher. One fire extinguisher (minimum two quart capacity) must be kept in every cabin.

4.14 Trailers and Tents. No tent, house trailer, or mobile home, whether the same be on wheels or not, shall be permitted on any lot except during the period of cabin construction and for guests over a weekend period.

4.15 Solicitation. There shall be no solicitation or distribution of handbills or circulation of any kind without the written consent of Lessor.

4.16 Hose Bibs. One hose bib shall be installed on outside wall of each cabin for fire protection on or before completion of the cabin.

SECTION 5. IMPROVEMENTS

5.01 Plans Approved. No building shall be erected, placed, or altered on the cabin site until the construction plans showing the location of the structure have been approved by the Lessor as to conformity with plan of development, quality of workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finish grade elevation. Such approval shall be in writing.

5.02 Building Materials. All building construction shall be of log or wood frame. Wood frame stucco or simulated brick veneer construction is expressly prohibited. All roofs shall be of wood shingle or shake, or of an acceptable composition — color to be approved prior to application by the Lessor or such person or persons designated by Lessor.

5.03 Completion. Cabins must be completed from all outward appearance within one (1) year from the time such construction is started. Cabin construction must be started within three years from the date of the signing of Cabin Site Lease.

5.04 Tree Removal. The Lessee of each cabin site may remove from said site all trees, shrubs, and foliage necessary to prepare the property for building subject to the following conditions:

As required by the State of Washington in the master lease, any tree whose diameter is over 8" at chest height must be marked by Lessee for Lessor's inspection. Lessor will then notify the Washington State Department of Natural Resources and request their standard appraisal of value. Lessee will then pay Lessor for the value of the tree before removal. Any additional clearing beyond that necessary for the construction of improvements shall be prohibited. The intent is to remove as few trees as possible to the end that the community remain natural and rustic.

5.05 Lot Markers. Lessee will use all reasonable care to make certain that the lot markers, as established by Lessor, are not moved or destroyed.

5.06 Improvements Other Than On Cabin Site. No improvements of any kind shall be constructed or placed upon any area covered by the master lease without Lessor's prior written consent.

5.07 Ownership of Improvements. The master lease provides as follows:

"8.04 Ownership of Sub-lessee Improvements. All buildings and improvements, excluding removable personal property and trade fixtures on the leased site [North Woods] erected by Sub-lessee [Lessee herein] will remain on said site after expiration of this lease [master lease] or termination prior to the term of this lease [master lease] of any sub-lease [this lease] held by the State under the provisions of paragraph 5.09; provided, however, upon the expiration of the lease [master lease], if the State is unsuccessful in re-leasing the leased site [North Woods], as a unit, then each sub-lessee [Lessee herein] shall have a preferential right as allowed by law to re-lease from the State its sub-leased area; provided, further, upon the termination or expiration of this lease [master lease] or a sub-lease [this lease] assigned under paragraph 5.09 that as a condition of any re-lease of the leased site or sub-leased site to any other party made during the three year period following the State shall require the subsequent Lessee to purchase the Sub-lessee's [Lessee herein] interest in the improvements as allowed by law. Expiration, as used in this paragraph, shall mean the expiration of the lease as of May 31, 2025."

The parties hereto agree that the terms and conditions of the above quoted paragraph shall be applicable provided:

- (a) That Lessee is not in default under any of the terms and conditions of this lease; and
- (b) That Lessee's lease expires May 31, 2025. In the event of earlier expiration of this lease, all buildings and improvements located upon the premises shall be the property of Lessor.

The parties hereto further agree that the benefits of paragraph 8.04 of the master lease shall be enforceable solely against the State of Washington.

5.08 Taxes and Assessments. The Lessee shall pay in annual payments all taxes and assessments that are now charged or may become chargeable against the improvements placed upon the cabin site, now or in the future, commencing with the taxes first becoming due and payable after the date hereof, all before such taxes and assessments become past due.

5.09 North Woods Association. The roads in the plat and certain other common areas shall be held in the name of The North Woods Association, a non-profit association, of which the Lessees of lots in the plat shall be members. Said Association shall be responsible for the maintenance and repair of roads, the entire water system including but not limited to water systems serving the cabins on the premises, docks and common areas and improvements thereon (if any), as well as other community functions which may be given it by its members. The owners (Lessees) of lots in the tract shall be required to pay dues of not less than one and one-half dollars (1½) per month and assessments to said Association for their reasonable share of the costs of the functions and duties of the Association. Said dues shall commence at the time 50 lots are leased. It is understood and agreed that Lessor shall and it is hereby delegated to fulfill all duties, responsibilities and functions of the North Woods Association until fifty (50) lots in the North Woods are leased. At that time Lessor shall call a meeting of all Lessees for the purpose of forming said Association.

CABIN SITE LEASE continu

SECTION 6. UTILITIES **BOOK 238 PAGE 73**

6.01 Sewage. Individual sewage disposal systems installed by Lessee must be designed, located, and constructed in accordance with the legal regulations, laws and ordinances of Skamania County and the State of Washington.

6.02 Reservation. Lessor reserves to itself and to its successors and assigns easements in, under, and along all roads and other common areas in the plat for any utilities whether presently installed or not. In addition, an easement is reserved in an area five (5) feet by ten (10) feet in one corner of each lot (to be selected by Lessor) adjoining the road, for electric transformer vault and/or telephone and power service pedestals if any. And the assignment of the lease as to each individual lot shall be subject to the right to cross over or under the same along the lot lines, with utility lines if such may be necessary in the development of this subdivision or adjoining subdivisions.

6.03 Water. Each cabin site has or will be furnished water at or near the lot line. Each lessee agrees to receive water from the water system supplying the North Woods and further agrees to pay Lessor \$225.00 for the right to connect to said system.

6.04 Maintenance. The lessee shall bear the responsibility and expense of furnishing, installing, back-filling, and maintaining each underground trench or other digging upon such cabin site which is necessary for any utility connections or facilities to serve such cabin site.

SECTION 7. MISCELLANEOUS

7.01 Lessee's Duties. Lessee agrees to comply strictly with the Lessor's rules and regulations and all applicable Federal, State, County, and Municipal laws, rules and regulations relating to all activities contemplated under this lease, including but not limited to, use of public or private roads, parking, fire and prevention of fire, public health, and pollution of streams or lakes, and to assume all obligations thereby imposed upon the Lessor. Lessor may inspect the cabin site and cabin at any time to determine compliance with the terms of this lease.

7.02 Indemnification. Lessee hereby agrees to assume all risk of, and indemnify and hold harmless, and at the Lessee's expense, defend the Lessor from and against, any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whomsoever, including but not limited to employees of the Lessor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of the Lessor which might result from Lessee's activities on the leased premises. The Lessee further agrees to indemnify and save harmless the Lessor from any loss, cost, suit or expense resulting from Lessee's failure to comply with any of the provisions of any applicable laws, rules or regulations.

7.03 Insurance. Lessee shall obtain fire, casualty and liability insurance as follows:

(a) Fire and casualty insurance in a sufficient amount to cover the replacement cost of any or all improvements upon the leased premises. Such insurance shall be carried by a responsible company or companies satisfactory to Lessor and the policy or policies shall be endorsed and delivered to Lessor with provision for thirty (30) days' notice of cancellation to Lessor.

(b) Liability and property insurance insuring Lessor and Lessee against all liability for damages to persons or property caused by the maintenance, use or occupancy of the leased premises or by reason of the conduct of any activity carried on therein. Such insurance shall be carried by a responsible company or companies satisfactory to Lessor in amounts not less than the following limits, namely:

- (1) Bodily injury to or death of any one person, \$5,000.00;
- (2) Bodily injury or death resulting from any one accident to two or more persons, \$10,000.00; and
- (3) property damage, \$1,000.00.

Lessee shall deliver to Lessor certificates and receipts evidencing said policies of insurance and further provide with the company or companies for thirty (30) days' notice of cancellation to Lessor.

7.04 Assignment. Without the prior written consent of Lessor, Lessee shall not assign this lease or any interest therein, or sublet, and no heir, executor, administrator, receiver, trustee in bankruptcy or other assignee by operation of law shall assign or sublease without such written consent.

7.05 Waiver. Any waiver by the Lessor of any provisions hereof must be in writing, and any of the covenants, conditions, restrictions, in this lease may be annulled, waived, changed, or modified with respect to all or any portion of said property by Lessor at any time.

7.06 Attorneys' Fees. In the event any action, suit, proceeding or appeal therefrom is brought to collect the rent due or to become due hereunder, or any portion thereof, or to get possession of said premises, or to enforce compliance with this lease, or for failure to observe any of the covenants of this lease, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees to be allowed in said suit, action, proceeding or appeal therefrom in addition to such other relief granted by the Court.

7.07 Condemnation. The parties hereto shall receive any sums or damages paid or awarded by reason of any taking, condemnation or acquisition during the existence of this lease as their interests therein shall then appear, whether or not by litigation, by any authority, person or corporation, whether public or private, of any title to or interest in all or any part of the premises.

7.08 Reservoir Level. The Lessee acknowledges by signing this lease that Pacific Power and Light Company has the right to fluctuate the waters of Swift Reservoir at any time within the provisions of Federal Power Commission License No. 2111 or as amended. The Lessee shall waive all claims or damage and shall indemnify Pacific Power and Light Company, the State of Washington, Lessor or their successors, if any, against any claim of damage arising from fluctuation in reservoir level or impairment of recreational use of the reservoir or shoreline or floating facilities.

7.09 Validity of Provisions. The determination of any Court that any provisions of this lease are unlawful or void shall not affect the validity of any other provision hereof.

7.10 Enforcement of Restrictions. Without in any way limiting the rights of Lessor, if the parties upon whom the provisions hereof are binding, or any of them, shall violate or attempt to violate any of the reservations, restrictions or covenants hereof, the Lessor or any lessee of land in the tract, shall have the right to compel performance of or compliance with the provisions hereof, to abate and remove, at the expense of the offending lessee or lessees of the property, any structures or erections in violation of the provisions hereof, to recover damages for any such violation or attempted violation of the provisions hereof and to prosecute any proceedings at law or in equity in furtherance of the aforesaid remedies in any Court having jurisdiction of such cases.

7.11 Reservations on Land. All of the reservations, conditions, covenants, agreements and restrictions shall run with the land and shall be binding on the lessees of all property covered hereby and all parties and persons claiming under them and on all property within the tract.

7.12 Assignment. Without limiting Lessor's right to sell or assign this lease or land, Lessor may assign this lease to a corporation, and if said corporation assumes the obligations of Lessor hereunder, Lessor shall thereby be released of and relieved from any and all obligations under this lease.

CABIN SITE LEASE continuing

SECTION 8. TERMINATION **BOOK 238 PAGE 74**

8.01 Default and Notice. If any default shall be made on the part of the Lessee in the observance or performance of any of the terms, covenants, agreements, or provisions of this lease by him to be observed or performed and such default continues for sixty (60) days after written notice, the lessor may, at its option, immediately terminate this lease, forfeit Lessee's interest therein, and forthwith exclude the Lessee from the premises and from all rights hereunder, but the Lessee shall nevertheless be liable to the Lessor for all liabilities incurred hereunder prior to such termination. Waiver of any default hereunder shall not constitute a waiver of any subsequent default. Service of any notice provided for herein by the Lessor may be made by depositing such notice in the United States mails addressed to the Lessee at

4625 S.W. Downview Ct., Portland, Oregon

8.02 Master Lease Termination. It is expressly understood that Lessor has leased the premises from the State of Washington for a period ending June 1, 2025. The master lease provides that in the event it is terminated for any reason whatsoever, prior to the lease termination date, such termination shall operate as an assignment to the State of Washington of this lease together with the unrestricted right of the State to receive payment of the rents herein provided from the date of said assignment.

8.03 Failure to Provide Property Report. Lessee shall have the option to void this lease if he does not receive a property report prepared pursuant to the rules and regulations of the U.S. Department of Housing and Urban Development, in advance of, or at the time of, his signing the lease; and Lessee shall have the right to revoke this lease within 48 hours after signing the lease if he did not receive the property report at least 48 hours before signing the lease. However, this option to void the lease shall not apply where Lessee has received the property report and inspected the lot or lots to be leased in advance of signing the lease and acknowledges by his signature that he has made such inspection and has read and understands such report.

Lessee shall have the option to void this lease if he does not receive a property report prepared and pursuant to rules and regulations of the Oregon Subdivision Control Law ORS 92.210-92.990 in advance of his signing this lease.

Each and every provision of this lease shall bind and shall inure to the benefit of the respective heirs, representatives, successors and assigns of the parties. In the event lessee is more than one person, the liability of such persons hereunder shall be joint and several.

8.04 Easements. As shown on the plat of "The North Woods", 20 feet easements are reserved to the Lessor and its assigns on the water front portions of Lots 16, 17, 18, 19, 20, 21, 22, and 23 for purposes of community boat docks. Said easements shall not prevent lessees of the above lots from developing their own shoreside docks providing such facilities do not interfere with the boat traffic pattern of the community dock system.

Five foot easements are reserved to the Lessor and its assigns on the southerly lot line of Lot 10, and the northerly lot line of Lot 11 for access to the water front. Said access to serve as pathway to boat docks if it is determined by Lessor that additional boat docks are needed to serve "The North Woods" community.

IN WITNESS WHEREOF, the parties have executed this lease, in duplicate, this 14th day of

August, 1972, 1972.

WATER FRONT RECREATION, INC.

By Kathryn Casey
President

By _____
Secretary

LESSOR

R.E. Erickson
LESSEE

I (we) hereby acknowledge that prior to the signing of this lease, I (we) have received, read, and understand the PROPERTY REPORT prepared pursuant to the rules and regulations of the U.S. Department of Housing and Urban Development (office of Interstate Land Sales Registrations) and the PROPERTY REPORT prepared pursuant to rules and regulations of the Oregon Subdivision control law ORS 92.210 - 92.990. I (we) also acknowledge that I (we) have inspected the lot to be leased.

R.E. Erickson
Kathryn Casey
LESSEE

BOOK 238 PAGE 75

EXHIBIT 'A'

Lot 34, 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 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 the Plat. Subject to reservations by the United State 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 Untied States, its licenses and permittees to use for power purposes that part withing Power Project No. 2071, 2111 and 264."

EXHIBIT

B

COPY

COPY
ORIGINAL FILED

SEP 25 2006

Sherry W. Parker, Clerk, Clark Co.

Superior Court of Washington
County of Clark

In re the Marriage of:

CARLA CHARLENE MINOR

Petitioner,

and

JEFFREY ALBERT MINOR

Respondent.

No. 06 3 01140 2
STipulated
Decree of Dissolution (DCD)

Original Filed
SEP 25 2006
Sherry W. Parker, Clerk, Clark Co.

72

I. Judgment/Order Summaries

1.1 Restraining Order Summary:

Does not apply.

1.2 Real Property Judgment Summary:

Real Property Judgment Summary is set forth below:

Wife is awarded all right, title and interest in the following real property:

Physical address: Northwoods Cabin #34, Cougar, Washington

Assessor's Tax Parcel No.: _____

Legal description: _____

1 **1.3 Money Judgment Summary:**

2 Does not apply.

3 **II. Basis**

4 Findings of Fact and Conclusions of Law have been entered in this case.

5 **III. Decree**

6 ***It Is Decreed*** that:

7 **3.1 Status of the Marriage**

8 The marriage of the parties is dissolved.

9 **3.2 Property to be Awarded the Husband**

10 The husband is awarded as his separate property the property set forth in Exhibit A. This exhibit is attached or filed and incorporated by reference as part of this decree.

12 **3.3 Property to be Awarded to the Wife**

13 The wife is awarded as her separate property the property set forth in Exhibit A. This exhibit is attached or filed and incorporated by reference as part of this decree.

14 **3.4 Liabilities to be Paid by the Husband**

15 The husband shall pay the community or separate liabilities set forth in Exhibit B. This exhibit is attached or filed and incorporated by reference as part of this decree.

17 Unless otherwise provided herein, the husband shall pay all liabilities incurred by him since the date of separation.

18 **3.5 Liabilities to be Paid by the Wife**

19 The wife shall pay the community or separate liabilities set forth in Exhibit B. This exhibit is attached or filed and incorporated by reference as part of this decree.

21 Unless otherwise provided herein, the wife shall pay all liabilities incurred by her since the date of separation.

22 **3.6 Hold Harmless Provision**

23 Each party shall hold the other party harmless from any collection action relating to separate or community liabilities set forth above, including reasonable attorney's fees and costs incurred in defending against any attempts to collect an obligation of the other party.

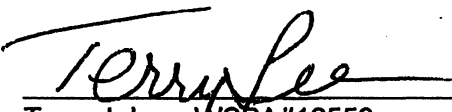
25 Decree (DCD) (DCLSP) (DCINMG) - Page 2 of 4
WPF DR 04.0400 (6/2006) - RCW 26.09.030; .040; .070 (3)

Petitioner or petitioner's lawyer:
A signature below is actual notice of this
order. *Prepared and Presented*
By:

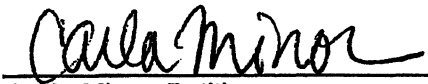
Respondent or respondent's lawyer:
A signature below is actual notice of this
order.



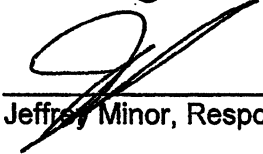
Grant C. Broer, WSBA#25588
Attorney for Petitioner



Terry J. Lee, WSBA#16559
Attorney for Respondent



Carla Minor, Petitioner



Jeffrey Minor, Respondent

EXHIBIT "A"

Husband shall receive the following:

1. All household goods and furnishings and personal effects and belongings currently in his possession.
2. Vehicle: GMC Denali
3. All right, title and interest in all bank and savings accounts currently in his name.
4. All right, title and interest in husband's IRA (account # xxxx 8222 J.M. held with Morgan Stanley), with approximate value of \$435,000 as of 6/08, except that portion payable to wife as set forth in paragraph 5 below. The parties shall cooperate exchanging information and signing documentation necessary to effectuate transfers.
5. All right, title and interest in husband's Tensolite 401k (account # xxx 8222 J.M. held with Morgan Stanley), with approximate value of \$2,200 as of 6/08.
6. All right, title and interest in husband's IRA from H.P. (account # xxxx 8740 J.M. held with Morgan Stanley), with approximate value of \$169,289 as of 6/08.
7. All right, title and interest in husband's stock options with HP approximate value of \$71,514. (Previously exercised) J.M.
8. All right, title and interest in all life insurance, investment accounts, brokerage accounts, stock accounts, stock options, or any other financial accounts or investments currently held in his name.
9. Wife is awarded all right, title and interest in the real property and cabin identified in paragraph 1.2 of the Decree (hereinafter the "cabin"). Wife is awarded all right, title and interest in the personal property located at the cabin. Husband shall be entitled to use the cabin on the 1st full weekend of each month upon no less than ten (10) days notice to wife. ~~Husband's use of the cabin as set forth herein is conditioned on him having the children with him at the cabin, and is not intended for her personal use without the children.~~ J.M. Husband shall pay wife \$75 per night for any period of use. Husband shall be responsible for any damage or destruction caused to the cabin during his period of use. Wife may terminate husband's right to use the cabin as set forth herein ~~in her discretion with just cause.~~ for 72

10. The parties shall continue to co-manage the children's college fund accounts and shall not make any disbursements without mutual consent to the same.
11. All right, title and interest in the wife's unexercised Linear Technology stock options (6,020 shares), with approximate gross value of \$76,030 as of 6/08. The options shall be exercised by 12/31/08 and the husband shall receive the net amount, after taking into account applicable taxes imposed on wife for the exercise of the options * By the wife
12. All right, title and interest in husband's ^{Agilent} ~~Avago~~ stock, with approximate value of \$38,000. Jim

Wife shall receive the following:

1. All household goods and furnishings and personal effects and belongings currently in her possession.
2. Vehicle: Honda RAV4
3. All right, title and interest in all bank and savings accounts currently in her name.
4. All right, title and interest in wife's 401k with Linear Technology, with approximate value of \$172,921 as of 6/08.
5. To equalize the property distribution between the parties, husband shall transfer \$38,000 from his IRA (identified in paragraph 4 of items awarded to Husband above) to an IRA designated by wife within thirty (30) days of entry of the decree in this matter.
6. All right, title and interest in all life insurance, investment accounts, brokerage accounts, stock accounts, stock options, or any other financial accounts or investments currently held in her name.
7. Wife is awarded all right, title and interest in the real property and cabin identified in paragraph 1.2 of the Decree (hereinafter the "cabin"). Wife is awarded all right, title and interest in the personal property located at the cabin. Husband shall be entitled to use the cabin on the 1st full weekend of each month upon no less than ten (10) days notice to wife. ~~Husband's use of the cabin as set forth herein is conditioned on him having the children with him at the cabin, and is not intended for her personal use without the children.~~ Husband shall pay wife \$75 per night for any period of use. Husband shall be responsible for any damage or destruction caused to the cabin during his period of use. Wife may terminate husband's right to use the cabin as set forth herein ~~in her discretion with just cause.~~ J.M.

EXHIBIT "A" - 2

72

8. The parties shall continue to co-manage the children's college fund accounts and shall not make any disbursements without mutual consent to the same.
9. All right, title and interest in wife's LLTC stock, with approximate value of \$2,590 as of 6/08.

-
10. Wife has already exercised and received \$386,238 for her Linear Technology stock options.

11. ~~All right, title and interest in any stock options in wife's name (other than those options identified in paragraph 11 above that are awarded to husband).~~ TV
Jm

all right, title and interest in any stock option in wife's name (except those awarded to husband) acquired post separation by wife as the result of wife's post separate employment.

EXHIBIT "B"

Husband shall be responsible for the following debts, liabilities and obligations:

1. Any and all debts, liabilities, and obligations incurred by him after the parties' date of separation, which was on 6/1/05.
2. Any and all debts, liabilities and obligations owed on or in connection with any property being awarded to him.
3. Transfer from husband to wife of \$38,000 from his IRA, as set forth in paragraph 4 of Exhibit "A". Said transfer to occur within thirty (30) days of entry of the decree in this matter.

Wife shall be responsible for the following debts, liabilities and obligations:

1. Any and all debts, liabilities, and obligations incurred by her after the parties' date of separation, which was on 6/1/05.
2. Any and all debts, liabilities and obligations owed on or in connection with any property being awarded to her.
3. *SM. Transfer from wife to husband of the wife's unexercised Linear Technology stock options (6,020 shares), with approximate gross value of \$76,030 as of 6/08. The options shall be exercised by 12/31/08 by the wife and the husband shall receive the net amount, after taking into account applicable taxes imposed on wife for the exercise of the options.* 12

AFN #2010174740 Recorded 01/20/10 at 01:46 PM DocType: DEED Filed by: BROER & PASSANNANTE PS Page: 1 of 3 Auditor Timothy O. Todd Skamania County, WA

EXHIBIT

C

After Recorded Return to:

Grant C. Broer
8904 NE Hazel Dell Avenue
Vancouver, WA 98665

REAL ESTATE EXCISE TAX

28382

JAN 20 2010

PAID *Exempt*
Nikki Chelland, Deputy
SKAMANIA COUNTY TREASURER

DOCUMENT TITLE(S)

QUIT CLAIM DEED

REFERENCE NUMBER OR RELATED DOCUMENT Vol 152 Pg 669 AF 123422 10/2/95

GRANTOR(S) JEFFREY A. MINOR and CARLA C. MINOR, husband and wife

GRANTEE(S) CARLA C. MINOR

LEGAL DESCRIPTION (abbreviated form: i.e., lot, block, plat, section, township, range, quarter)

Cabin Site 34 of NORTH WOODS - please note Exhibit A as referred to in legal description is not attached.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 96000034000000

QUIT CLAIM DEED

THE GRANTORS, JEFFREY A. MINOR and CARLA C. MINOR, husband and wife, conveys and quit claims to GRANTEE, CARLA C. MINOR, for and in consideration of a real property judgment per Decree of Dissolution, Clark County Superior Court Case #06-3-01140-2, the following described real estate, situated in the County of Skamania, State of Washington, including any interest therein which Grantor may hereafter acquire:

4th day of January, 2010

DATED this _____ day of day of July, 2009.


Jeffrey A. Minor, Grantor

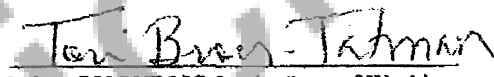
STATE OF WASHINGTON)

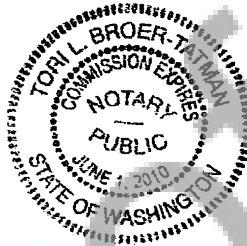
) ss.

County of Clark)

I certify that I know or have satisfactory evidence that JEFFREY A. MINOR signed this instrument and acknowledged it to be of his free and voluntary act for the uses and purposed mentioned in the instrument.

DATED this 4th day of January, 2010.


NOTARY PUBLIC for the State of Washington
My Commission Expires: 6/1/10



Unofficial Copy

EXHIBIT A

Cabin Site Number 34, of the NORTH WOODS as shown in red on Exhibit "A" attached hereto (all distances being approximations), being part of Government Lots 4 and 8, Section 26, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, SUBJECT, however to an easement for right of way for access road acquired by the United States of America, United States Forest Service.

AND ALL LEASEHOLD improvements on the leasehold.

Skamania County Assessor
Date 1-20-10 Parcel 910-000034

Unofficial
Copy