

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Water Front Recreation, Inc.
P.O. Box 7139
Bend OR 97708
Attn:

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 20, 2015 is entered into by and between WATERFRONT RECREATION, INC., a Washington corporation, ("Lessor"), and Green Tree Servicing LLC, ("Lender") with respect to the following:

Recitals Skamania County Assessor
Date 4-7-15 Parcel 96000174
LM

A. Lessor and Kevin J. Landacre as lessee ("Lessee") entered into a Cabin Site Lease for Cabin Site 174 by document entitled "Cabin Site Lease" commencing September 1, 1988, recorded in Skamania County, Washington Records in Book 244 at Page 733 ("Lease"), pertaining to the lease of real property (herein referred to as "Leased Property") and legally described as:

Lot 174, as shown on Plat entitled 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 the 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 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 licenses and permittees to use for power purposes that part withing 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 deed of trust ("Leasehold Encumbrance") in favor of a lender to secure Lessee's obligations under a loan agreement, which Leasehold Encumbrance was recorded in the official records of Skamania County on June 24, 2003 in Book 244 at Page 738 and subsequently assigned to Lender.

VC

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@ykw.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:

Green Tree Servicing LLC
7360 S. Kyrene Rd.
Tempe, AZ 85283

Attention: Sharon Hill
Foreclosure Specialist
Phone: (480) 383-2174
Email: sharon.hill@gtsservicing.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:

Green Tree Servicing LLC

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

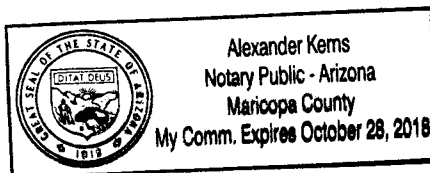
By: Toni Mills, Assistant Vice President
Toni Mills, Assistant Vice President

STATE OF ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 20 day of FEBRUARY, 2015 by
Toni Mills, Assistant Vice President

of Green Tree Servicing LLC, a Delaware Limited Liability Company, on behalf of the Company.

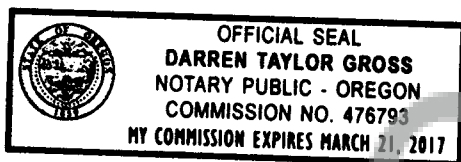
[Signature]
Notary for State of Arizona
335424
Commission expires: 10/28/2018



STATE OF Oregon)
County of Deschutes) 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: March 11, 2015



[Signature]
(Signature)
Notary for the State of Oregon
Title
My Appointment Expires: 03/21/2017

*17780-001\CONSENT TO ASSIGNMENT OF LEASE BY LENDER - GREEN TREE 174 (02026456);1