

Skamania County, WA
Total: \$207.50
AGLS
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2021-003250

09/27/2021 12:22 PM

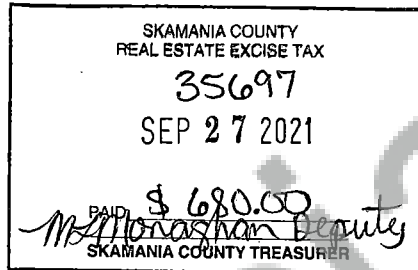
Request of: CLARK COUNTY TITLE



00010575202100032500050054

After Recording, Return To:

CARLA SARGENTI
12800 NW 19th Loop
Vancouver, WA 98685



Grantor: M & M EXCAVATING LLC
Grantee: CARLA SARGENTI
Abbreviated Legal: Ptn Lot 4, Loowit Short Plat 2006160728
Tax Parcel No.: Ptn 07062400040000
Ref. No.: 2013000996

Skamania County Assessor

Date 9/27/21 Parcel# 7-624-400

021537

ASSIGNMENT OF CABIN SITE LEASE

M & M EXCAVATING LLC, a Washington limited liability company, ("Assignor") Lessee under that Cabin Site Lease recorded May 9, 2013 under Auditor's File No. 2013000996 wherein THREE RIVERS RECREATIONAL AREA - SAUER, L.L.C., a Washington Limited Liability Company, is Lessor, for valuable consideration, hereby conveys and assigns to CARLA SARGENTI, hereinafter called Assignee, all of Assignor's right, title and interest under said lease concerning the following described cabin site:

CABIN SITE NUMBER 4 OF LOOWIT CAMPING CABINS, RECORDED UNDER AUDITOR'S FILE NUMBER 2012180359, RECORDS OF SKAMANIA COUNTY, WASHINGTON, BEING A PORTION OF LOT 4 OF LOOWIT SHORT PLAT, RECORDED IN AUDITOR'S FILE NO. 2006160728, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

1. Acceptance of Assignment and Assumption of Obligations. Assignee hereby accepts the assignment of the Lessor's interest under the Lease and, for the benefit of Assignor, assumes and agrees faithfully to perform all of the obligations which are required to be performed by the Lessor under the Lease.
2. Assignor's Indemnity of Assignee. Assignor hereby agrees to defend and indemnify Assignee, its heirs, personal representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of

action, actions, liabilities, losses, damages, costs and expenses (including attorney's fees) arising out of or resulting from any act or omission committed or alleged to have been committed by Assignor as Lessee under the Lease, including without limitation any breach or default committed or alleged to have been committed by the Lessor under the Lease, prior to the date of this Assignment.

3. Assignee's Indemnity of Assignor. Assignee, for itself and on behalf of its heirs, personal representatives, successors and assigns, hereby agrees to defend and indemnify Assignor, its partners, and their respective directors, officers, employees, agents, representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including attorney's fees) arising out of or resulting from any act or omission committed or alleged to have been committed by Assignee, its heirs, personal representatives, successors and assigns, as Lessee under the Lease, including without limitation any breach or default committed or alleged to have been committed by the Lessor under the Lease, on or after the date of this Assignment.

4. Successors and Assigns. This Assignment, and each and every provision hereof, shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

5. Lessor's Consent. Lessor hereby consents to this Assignment, releasing Assignor from all duties and responsibilities under said Lease occurring after the date of this Assignment, with the understanding of all parties that Assignee shall be responsible therefore.

6. Attorney's Fees. In the event of 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 or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred in connection therewith (the "Fees"). 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 all costs and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

IN WITNESS WHEREOF, the parties have executed this Assignment of Lease this 22 day of September, 2021.

M & M EXCAVATING LLC (ASSIGNOR):


By CHAD BEAM

CARLA SARGENTI (ASSIGNEE):

Carla Sargenti

THREE RIVERS RECREATIONAL AREA—SAUER, L.L.C.
(LESSOR)

[Signature]

By GERALD T. SAUER

[Signature]

By MARY P. SAUER

State of _____)
County of _____) ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it as the _____ of M & M EXCAVATING LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public for Washington
Residing at:
My Commission Expires _____

CARLA SARGENTI (ASSIGNEE):

Carla Sargenti

THREE RIVERS RECREATIONAL AREA—SAUER, L.L.C.
(LESSOR)

[Signature]

By GERALD T. SAUER

[Signature]

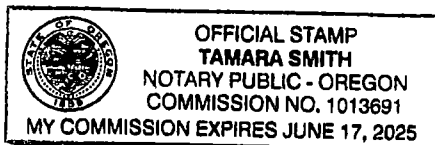
By MARY P. SAUER

State of Oregon)
County of Hood River) ss.

I certify that I know or have satisfactory evidence that Chad Beam is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it as the owner of M & M EXCAVATING LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/22/2021

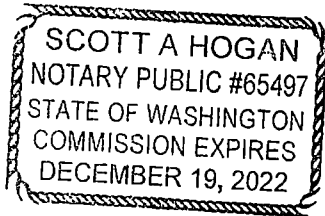
[Signature]
Notary Public for Washington
Residing at:
My Commission Expires June 17, 2025



State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that CARLA SARGENTI is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9-16-21



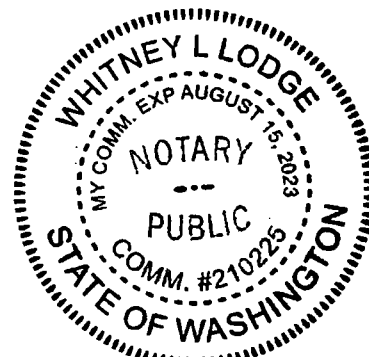
[Signature]
Notary Public for Washington
Residing at Ridgely
My Commission Expires 12-19-21

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that GERALD T. SAUER and MARY P. SAUER are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Members of THREE RIVERS RECREATIONAL AREA – SAUER, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/10/2021

Whitney L Lodge
Notary Public for Washington
Residing at: Clark County / Washington
My Commission Expires 8/15/23



Whitney L Lodge