



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Water Front Recreation, Inc.  
38954 Proctor Blvd. #333  
Sandy, OR 97055

### CONSENT TO ASSIGNMENTS OF CABIN LEASE

This Consent to Assignments of Cabin Lease ("Consent") is entered into as of July 17, 2024 by and among John William Cogdall IV, Trustee of the Cogdall Family Trust U/A Dated Oct. 18, 1991 ("Current Lessee"), Michael C. Hallin & Daniel Corcoran ("New Lessee"), and Water Front Recreation, Inc. a Washington Corporation, as Lessor ("Lessor") with respect to the following:

#### Recitals

- A. Lessor leases property from the state of Washington under a Master Lease recorded in February 1986 in the Skamania County property records as document No. 102041, book 103, pages 20-28 and as amended in September 1994, by a Lease Amendment recorded in the Skamania County property records as document No. 122475, book 150, pages 340-343 (collectively the "Master Lease").
- B. The cabin site that is the subject of this Consent is subject to and governed by the Master Lease and the Cabin Site Lease identified in § C directly below.
- C. Lessor and Robert H. Gustafson and Mary Anne Gustafson entered into a Cabin Site Lease for Cabin Site #23, recorded on September 21, 1973 in Skamania County, Washington Records in Book 5, page 357, ("Lease") (herein referred to as "Leased Property") and legally described as: Abbreviated Legal: Lot 23 Northwoods.
- D. On July 26, 1973, Robert H. Gustafson and Mary Anne Gustafson assigned the Lease to J. William Cogdall III and Joyce D. Cogdall. The assignment was not recorded in Skamania County, Washington Records nor was it consented to by Lessor.
- E. On October 27, 1992, J. William Cogdall III and Joyce D. Cogdall assigned the Lease to Current Lessee. The assignment was recorded in Skamania County, Washington Records at Book 131, page 716, but it was not consented to by Lessor.
- F. The Lessee desires to assign the Lease to New Lessee in connection with the purchase of cabin site #23 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 #96-000023000000. Once executed, the assignment will be recorded in Skamania County, Washington Records.

- G. The Master Lease and Lease prohibit assignment of the Lease without prior consent of the Lessor. Lessor is willing to consent to the assignments set forth in § D through § F above subject to the terms and conditions of this Consent.

### **Agreement**

NOW, THEREFORE, the parties hereto agree as follows:

1. **Consent to Assignment.** Lessor hereby retroactively consents to the assignments of the Lease as set forth in in § D and § E, and hereby consents to the assignment of the Lease as set forth in § F above, provided however, and upon the express condition, that (a) the consents herein shall not be deemed a waiver or relinquishment of the requirement for Lessor to consent to any future assignment under the Lease, and (b) New Lessee agrees to be bound by all terms, conditions, and obligations set forth in the Lease and Master Lease. This Consent shall not be deemed a release or waiver of any prior or future performance of the provisions of the Lease by a lessee thereunder.
2. **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, or (c) 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.  
38954 Proctor Blvd. #333  
Sandy, OR 97055  
Attention: Jennifer Russell, Secretary  
Email: [Jennifer@waterfrontrecreation.com](mailto:Jennifer@waterfrontrecreation.com)

With a copy to: Sussman Shank, LLP  
Attention: William Fig  
1000 SW Broadway, Suite 1400  
Portland, OR 97205  
Fax: 503-248-0130  
Email: [wfig@sussmanshank.com](mailto:wfig@sussmanshank.com)

If to Current Lessee to: Cogdall Family Trust  
John William Cogdall IV, Trustee  
405 Paradise Parkway, Unit #210  
Mesquite, NV 89027  
Email: [jwcogdall@gmail.com](mailto:jwcogdall@gmail.com)

If to New Lessee to: Michael C. Hallin  
20627 NW 41<sup>st</sup> Avenue  
Ridgefield, WA 98642  
Phone: 360-560-2209  
Email: [michael@prestige-nw.com](mailto:michael@prestige-nw.com)

Daniel Corcoran

3638 SE Atherton Avenue  
Gresham, OR 97080  
Email: [danc@mcdonaldwetle.com](mailto:danc@mcdonaldwetle.com)

or to any other address as the parties may from time to time designate by a Notice in writing to the other parties.

3. Successors and Assigns. The terms of this Consent shall inure to the benefit of and be binding upon the parties, their successors, and permitted assigns.

4. Effect of this Consent & Master Lease. Except as provided in this Consent, the Lease shall remain in full force and effect as originally written. All parties hereto acknowledge that the Leased Property and the Lease are subject to the Master Lease and agree that the terms of the Master Lease shall govern over any inconsistent or conflicting provisions in this Consent, the Lease or any assignments of the Lease. Lessor acknowledges that the maturity date of the Lease was extended from June 1, 2025 to June 1, 2069 pursuant to section 10.3 of the North Woods Settlement Agreement dated May 24, 1984 and approved by judgment in Oregon Circuit Court case A80-10-06115 dated September 27, 1987.

**In consideration for Lessor agreeing to the assignments listed in Section 1, New Lessee agrees to be bound by all of the terms, conditions and obligations set forth in the Lease and the Master Lease. New Lessee understands and agrees New Lessee must get Lessor's prior written approval of any future assignments of the Lease.**

5. Counterparts. This Consent 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.

6. Recitals. The recitals are true and correct and are expressly made part of this Consent.

*[Remainder of page left blank. Signature and acknowledgement pages follow.]*

IN WITNESS WHEREOF, the undersigned has executed this Consent to Assignments of Cabin Lease dated as of the date first referenced above.

**LESSOR:**

**Water Front Recreation, Inc., a Washington corporation**

BY: Jennifer Russell, Secretary  
Jennifer Russell, Secretary

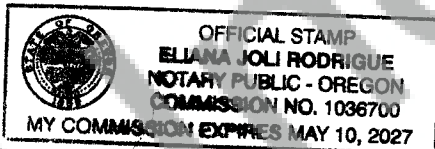
STATE OF OREGON )  
County of clatsop ) ss.

I certify that I know or have satisfactory evidence that **Jennifer 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 Secretary 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: July 29, 2024.

[Signature]  
Notary Public


My Appointment Expires: 05/10/2027



IN WITNESS WHEREOF, the undersigned has executed this Consent to Assignments of Cabin Lease dated as of the date first referenced above.

**CURRENT LESSEE:**

**Codgall Family Trust, U/A dated Oct. 18, 1991**

  
BY: \_\_\_\_\_  
John William Codgall IV, Trustee

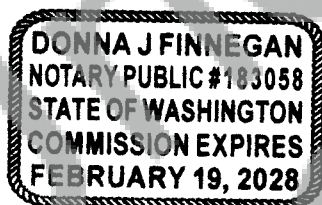
STATE OF WA )  
County of Clark ) ss.

I certify that I know or have satisfactory evidence that **John William Codgall IV**, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of Codgall Family Trust, U/A dated Oct. 18, 1991 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 25, 2024.

  
\_\_\_\_\_  
Notary Public

My Appointment Expires: 2.19.2028



IN WITNESS WHEREOF, the undersigned has executed this Consent to Assignments of Cabin Lease dated as of the date first referenced above.

**NEW LESSEE:**

  
Michael C. Hallin

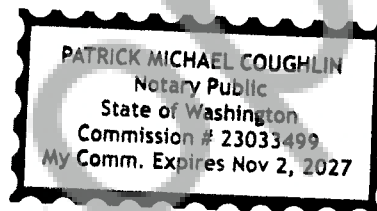
STATE OF Washington )  
County of Clark ) ss.

I certify that I know or have satisfactory evidence that **Michael C. Hallin** who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: July 22, 2024.


  
Notary Public

My Appointment Expires: 11/02/2027



IN WITNESS WHEREOF, the undersigned has executed this Consent to Assignments of Cabin Lease dated as of the date first referenced above.

**NEW LESSEE:**

  
\_\_\_\_\_  
Daniel Corcoran

STATE OF Washington )  
County of Clark ) ss.

I certify that I know or have satisfactory evidence that **Daniel Corcoran** who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: July 22, 2024.

  
\_\_\_\_\_  
Notary Public

My Appointment Expires: 11/02/2027

