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After recording return to:

Water Front Recreation, Inc.
38954 Proctor Blvd. #333
Sandy, OR 97055

GUARANTY & CONSENT OF LEASE

"GUARANTOR"

Scott Thompson
PO Box 102
Cougar, WA 98616

"GUARANTOR"

Laura Hanrahan
PO Box 102
Cougar, WA 98616 (collectively, "Guarantors")

Bear River Recreation, LLC ("Bear River")
P.O. Box 102

Water Front Recreation, Inc. ("Water Front")
38954 Proctor Blvd. #333
Sandy, OR 97055

DATED:

February 12, 2024

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantors, Bear River and Water Front hereby agree as follows:

1. **The Lease.** Zach and Emily McCarty were the members of Bear River. Pursuant to an assignment and assumption dated June 10, 2014, Bear River leased from Water Front the store located within Northwoods as reflected in an instrument dated October 21, 2013, recorded November 14, 2013, as Document Number 2013002467, 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,

Bear River also leased a campground near the store as evidence by an instrument dated October 21, 2013, recorded November 14, 2013, as Document Number 2013002467, 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 BO-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.

(herein collectively referred to as the "Lease"). Zach and Emily McCarty guaranteed the obligations owed by Bear River to Water Front under the Lease.

2. **Sale of Bear River.** On or about December 25, 2023, Zach and Emily McCarty sold all of their ownership interest in Bear River to Guarantors. Guarantors are now the sole members of Bear River and are operating the store and campground.

3. **No Assignment Without Consent.** The transfer of the ownership interests in Bear River is deemed an assignment of the Lease and subject to the prohibition against assignment without the prior written consent of Water Front pursuant to the terms of the Lease. Neither the McCarthys nor the Guarantors received Water Front's written consent of the assignment.

4. **Guaranty.** In order to induce Water Front to consent to the assignment set forth in § 3 and the Guarantors as the operators of the store and campground and for other good and valuable consideration, the Guarantors hereby agree as follows:

4.1. Guarantors hereby absolutely, unconditionally, and irrevocably jointly and severally guarantee to Water Front the full and prompt payment of all base rent and additional rent and any and all other sums and charges payable by Bear River ("Lessee") under the Lease (collectively, the "Payment Obligations") and hereby further guarantee the full and timely performance and observance of all of the covenants, terms conditions and agreements therein provided to be performed and observed by Lessee (the "Performance Obligations" and together with the Payment Obligations collectively, the "Obligations"). In the event of a default under the Lease, Guarantors hereby covenant and agree with Water Front: (i) to make the due and full punctual payment of all Payment Obligations payable by Lessee under the Lease; (ii) to effect prompt and complete performance of all and each of the Performance Obligations, contained in the Lease on the part of Lessee to be kept, observed and performed; and (iii) to indemnify and save harmless Water Front from any loss, costs or damages arising out of any failure by Lessee to pay or perform any Obligation including, without limitation, attorneys' fees and costs of collection. This Guaranty is a continuing guaranty of payment and performance and is not conditional or contingent upon any attempt to collect from Lessee or upon any other condition or contingency.

4.2. In the event of a default under the Lease, Guarantors waive any right to require Water Front to first: (a) proceed against Lessee or pursue any rights or remedies with respect to the Lease; (ii) proceed against or exhaust any security that Water Front holds from Lessee; or (iii) pursue any other remedy whatsoever. Water Front shall have the right to enforce this Guaranty regardless of the acceptance of additional security from Lessee and regardless of the release or discharge of Lessee or any Guarantors by Water Front or by others, or by operation of law.

4.3. Guarantors hereby expressly waive: (a) any right of setoff, counterclaim or deduction against amounts due under this Guaranty; (b) notice of the acceptance of this Guaranty and notice of default of Lessee under the Lease; and (c) the right to interpose all substantive and procedural defenses of the law of guaranty, indemnification and suretyship, except the defenses of prior payment or prior performance.

4.4. Without limiting the generality of the foregoing, the liability of Guarantors under this Guaranty shall not be deemed to have been waived, released, discharged, impaired or affected by (a) reason of any waiver or failure to enforce or delay in enforcing any of the Obligations, or (b) the granting of any indulgence or extension of time to Lessee, or (c) the assignment of the Lease, or the subletting of the leased premises by Lessee, with or without Water Front's consent, or (d) the expiration of the term, or (e) if Lessee holds over beyond the term of the Lease, or (f) any merger or reorganization or the release or discharge of Lessee or any other Guarantors in any voluntary or involuntary receivership, bankruptcy, winding-up or other creditors' proceedings, or (g) the rejection, disaffirmance or disclaimer of the Lease by any party in any action or proceeding, or (h) the release of any collateral held for the Obligations or release of any Guarantors or any other Guarantors, or (i) any defect or invalidity of the Lease or (j) the transfer by Guarantors of any or all of the interest held in Lessee, and shall continue with respect to the periods prior thereto and thereafter. The liability of the Guarantors shall not be affected by any repossession, re-entry or re-letting of the leased premises by Water Front.

4.5. This Guaranty will take effect when received by Water Front without the necessity of any acceptance by Water Front, or any notice to Guarantors or to Lessee, and will continue in full force until all Obligations incurred or contracted shall have been fully and finally paid and satisfied and all other Obligations of Guarantors under this Guaranty shall have been performed in full.

4.6. The liability of Guarantors under this Guaranty shall not be released by any modification or amendment to the Lease (including any extension or renewal of the term of the Lease), and in the case of any such modification, the liability of Guarantors shall be modified in accordance with the term of any such modification of the Lease. Guarantors waive any notice of the modification or amendment of the Lease.

4.7. Guarantors shall pay upon demand all of Water Front's attorneys' fees and all costs and other expenses incurred in any collection or attempted collection of this Guaranty or in any negotiations relative to the Obligations guaranteed under this Guaranty whether or not a lawsuit is commenced. All rights and remedies of Water Front under this Guaranty shall be cumulative and may be exercised singly or concurrently.

4.8. This Guaranty shall remain in full force and effect until the payment or performance of all Obligations and the other amounts payable under this Guaranty (whether or not the Lease shall have been terminated). Until the payment and performance of all Obligations and the amounts payable under this Guaranty Guarantors: (a) shall have no right of subrogation against Lessee by reason of any payments or acts of performance by the Guarantors in compliance with the obligations of the Guarantors under this Guaranty; (b) waive any right to enforce any remedy which Guarantors now or hereafter shall have against Lessee by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantors under this Guaranty; or (c) subordinate any liability or indebtedness of Lessee now or hereafter held by Guarantors to the obligations of Lessee to Water Front under the Lease.

4.9. This Guaranty may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the parties.

4.10. All of the terms, agreements and conditions of this Guaranty shall extend to and be binding upon Guarantors, and the heirs, legal representatives, and/or successors and assigns of

Guarantors and shall inure to the benefit of and may be enforced by Water Front, its successors and assigns.

4.11 This Guaranty does not, in any way affect, modify or nullify the guaranty of Zach and Emily McCarty, which remains in full force and effect until release in writing by Water Front.

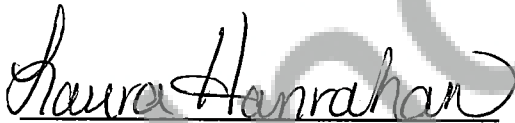
5. **Consent.** In exchange for Guarantors' guaranty as set forth in § 4, Water Front hereby consents to the assignment as set forth in § 3 subject to the terms and conditions of this agreement, provided however, and upon the express condition, that neither such consent nor the collection of rent from the Assignee shall be deemed a waiver or relinquishment for the future of the covenant against assignment or subletting and such acceptance of the Assignee as Lessee shall not be deemed a release or waiver from any further performance of the provisions of the Lease from and after the effective date hereof.


6. **Counterparts/Authority.** This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The person(s) executing this agreement on behalf of an entity represent and warrant that they have the authority to do so and to bind the entity to this agreement.

7. **Effect of this Consent.** Except as provided herein, the Lease shall remain in full force and effect as originally written and amended. The Lease is subject to Master Leases with the State of Washington and all parties hereto agree that the terms of the Master Leases shall govern any inconsistent or conflicting provisions in this agreement and all leases and assignments of Lease are subject to the terms of the Master Lease.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first herein above written.

GUARANTORS:


Laura Hanrahan


Scott Thompson

BEAR RIVER RECREATION, LLC

By: _____

Its:

WATER FRONT RECREATION, INC.

By: 
Jennifer Russell, Secretary

State of WA)
County of Cowlitz) ss

NOTARY PUBLIC
STATE OF WASHINGTON
ALIYAH GOODE
MY COMMISSION EXPIRES
AUGUST 01, 2024
COMMISSION # 20111203

I certify that I know or have satisfactory evidence that Laura Hanrahan is the person 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: 07/09, 2024

Notary Public for Woodland
My Appointment Expires: 8/1/2024

State of WA)
County of Cowlitz) ss

NOTARY PUBLIC
STATE OF WASHINGTON
ALIYAH GOODE
MY COMMISSION EXPIRES
AUGUST 01, 2024
COMMISSION # 20111203

I certify that I know or have satisfactory evidence that Scott Thompson 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 this instrument.

Dated: 07/09, 2024

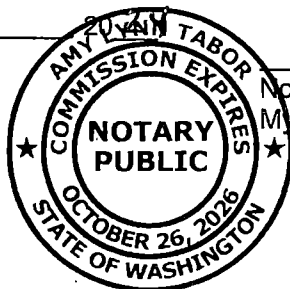
Notary Public for Woodland
My Appointment Expires: 8/1/2024

Limited Liability Acknowledgment

State of Washington)
County of Cowlitz) ss

I certify that I know or have satisfactory evidence that Laura Hanrahan & Scott Thompson 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 Bear River Recreation, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 10-1



Notary Public for Woodland, WA
My Appointment Expires: 10-26-2026

Corporate Acknowledgment

State of Oregon)
County of Clackamas) 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 this instrument.

Dated: 03/18, 2025

Estephania Santos
Notary Public for Oregon
My Appointment Expires: 01/21/2029

