

Lease Agreement

This agreement is between Linda Zaeske (Property Owner) and Martin's Bluff Neighbors Home Owners Association (Lessee) for the lease of a certain parcel of land for the purpose of maintaining the area at its cost and expense, for the benefit of its membership.

1. The parcel contained in this agreement is described as follows:

Legal description of Property Owner's Lot on which parcel is located:

Lot 33, Dave's View at Martin's Bluff Phase 1, according to the Plat thereof, recorded in Volume 13 of Plats, Page 192 through 194, Records of Cowlitz County, Washington.

Legal description of parcel:

A portion of Lot 33, Dave's View at Martin's Bluff Phase 1, according to the Plat thereof, recorded in Volume 13 of Plats, Page 192 through 194, Records of Cowlitz County, Washington. APN No. WC3401073 described as follows:

Beginning at the northwest corner measured from the east right of way line of Cloverdale Road, 70 feet along the south right of way line of Dave's View Drive; thence south 60 feet towards the southwest corner; thence 35 feet west to the east right of way line of Cloverdale Road; thence 47 feet along the east right of way line of Cloverdale Road to the true point of beginning.

A map of this parcel is attached.

2. The term of this lease shall be from August 1, 2015 to July 30, 2020 except as terminated earlier according to the provisions below.
3. The Lessee agrees the lease fee to the property owner is an amount equal to the annual maintenance dues for the Martin's Bluff Neighbors Home Owners Association. Waiver of the dues payment to the Association will be considered payment of the lease fee.
4. This agreement does not exempt the property owner from any special assessments applied to property owners in the Martin's Bluff Neighbors Home Owners Association.
5. Permitted uses:

Landscaping maintenance that will be performed by a licensed vendor of the lessee's choice. All other routine repairs and maintenance that may be performed by a vendor of the lessee's choice.

Any capital improvements to the area would be by mutual agreement between the parties. Installation of the tiled signage has been agreed upon and is not considered a capital improvement.

The lessee may from time to time sponsor a community 'work party' to beautify the area and any work will be limited to the area outlined in this agreement.

All other normal activities associated with the above purposes.

6. The lessee will carry \$1 million in liability insurance and \$1 million in defense coverage that will cover the parcel outlined in the agreement.

7. The terms of this lease may be amended by written mutual consent.

8. A default in any of these provisions by either party may be cured upon written notice by the other party within 90 days of receipt of such notice. Should no agreement be reached, the property may be returned to the state it was at the commencement of the agreement unless otherwise mutually agreed upon.

Signed:

_____ Date _____
Linda Zaeske, Property Owner

_____ Date _____
Deborah Hassler-Blackmore, Lessee Representative