

Return to  
Edna Trenholme 800  
P.O. Box 494  
Tacoma, Wa 98501

I certify that this a true copy of  
the approved lease on file at this  
Agency.

*Maven William*

Form 181  
(October 1961)

8704100039

'87 APP 10 P3:25 U.S. DEPARTMENT OF THE INTERIOR Real Prop Mgmt  
BUREAU OF INDIAN AFFAIRS Lessee  
Lessor

### LEASE

REQUEST NO.

Fee: \$12.15

Bond: \$405.00

Western Washington

Indian Agency

S-34, Swinomish George -  
Morris Dan Waterfront Tract

Allotment No.

Lease No. 4467

Contract No.

THIS CONTRACT, made and entered into this 9th day of August, A.D. 1965,  
by and between the Indian or Indians named below (the Secretary of the Interior acting for and on behalf of the Indians)  
hereinafter called the "lessor," and Mrs. Dick Trenholme (Edna E. Trenholme)  
Second and Gates  
Mount Vernon, Washington 98273 of

hereinafter called the "lessee" in accordance with the provisions of existing  
law and the regulations ((25 CFR 131) which by reference are made a part hereof.

WITNESSETH, That for and in consideration of the rents, covenants, and agreements hereinafter provided, the lessor  
hereby lets and leases unto the lessee the land and premises described as follows, to wit:

Lot 7 of Morris Dan Waterfront Tracts within Gov't Lot 1, sec. 34, T. 34 N., R. 2 E.,  
Willamette Meridian, Skagit County, Washington,

containing .50 acres, more or less, for the term of 25 years, beginning on the 16th day  
of July, 1966, to be used only for the following purposes:

Homesite and Recreational

The lessee, in consideration of the foregoing, covenants and agrees, as rental for the land and premises, to pay:

| TO—                                         | DATE DUE                                                                                                                         | AMOUNT   |
|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|----------|
| Bureau of Indian Affairs<br>for the Lessors | 7-16-66                                                                                                                          | \$405.00 |
|                                             | and on or before the successive<br>anniversaries of the beginning<br>date of the term of this lease,<br>subject to Provision 15. |          |

Adj. due '76 Prov 15  
Adj. due '86

In the event of the death of any of the owners to whom, under the terms of this lease, rentals are to be paid direct, all  
rentals remaining due and payable shall be paid to the official of the Bureau of Indian Affairs having jurisdiction over the  
leased premises. This provision is applicable only while the leased premises are in trust or restricted status.

While the leased premises are in trust or restricted status, the Secretary may in his discretion, and upon notice to the  
lessee, suspend the direct rental payment provisions of this lease in which event the rentals shall be paid to the official of the  
Bureau of Indian Affairs having jurisdiction over the leased premises.

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This lease is subject to the following provisions:

1. **"SECRETARY"** as used herein means the Secretary of the Interior or his authorized representative.

2. **IMPROVEMENTS.**—Unless otherwise provided herein it is understood and agreed that any buildings or other improvements placed upon the said land by the lessee become the property of the lessor upon termination or expiration of this lease.

3. **UNLAWFUL CONDUCT.**—The lessee agrees that he will not use or cause to be used any part of said premises for any unlawful conduct or purpose.

4. **SUBLEASES AND ASSIGNMENTS.**—Unless otherwise provided herein, a sublease, assignment or amendment of this lease may be made only with the approval of the Secretary and the written consent of all parties to this lease, including the surety or sureties.

5. **INTEREST.**—It is understood and agreed between the parties hereto that, if any installment of rental is not paid within 30 days after becoming due, interest at the rate of 6 percent per annum will become due and payable from the date such rental became due and will run until said rental is paid.

6. **RELINQUISHMENT OF SUPERVISION BY THE SECRETARY.**—Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the lease; however, such termination shall not serve to abrogate the lease. The owners of the land and the lessee and his surety or sureties shall be notified by the Secretary of any such change in the status of the land.

7. **RENTAL ADJUSTMENT.**—The rental provisions in all leases which are granted for a term of more than five years and which are not based primarily on percentages of income produced by the land shall be subject to review and adjustment by the Secretary at not less than five-year in-

tervals in accordance with the regulations in 25 CFR 131. Such review shall give consideration to the economic conditions at the time, exclusive of improvement or development required by this contract or the contribution value of such improvements.

8. **INTEREST OF MEMBER OF CONGRESS.**—No Member of, or Delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this provision shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

9. **VIOLATIONS OF LEASE.**—It is understood and agreed that violations of this lease shall be acted upon in accordance with the regulations in 25 CFR-131.

10. **ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS.**—No assent, express or implied, to any breach of any of the lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.

11. **UPON WHOM BINDING.**—It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, successors, executors, and administrators of the parties of this lease. While the leased premises are in trust or restricted status, all of the lessee's obligations under this lease, and the obligations of its sureties, are to the United States as well as to the owner of the land.

12. **APPROVAL.**—It is further understood and agreed between the parties hereto that this lease shall be valid and binding only after approval by the Secretary.

13. **ADDITIONS.**—Prior to execution of this lease, provision(s) number(s) 14 through 20

\_\_\_\_\_ has (have) been added hereto and by reference is (are) made a part hereof.

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is or

Additions:

14. This lease may be renewed at the option of the lessee for a further term of not to exceed twenty-five (25) years, commencing at the expiration of the original term, upon the same conditions and terms as in effect at the expiration of the original term, provided that notice of the exercise of such option shall be given by the lessee to the lessor and the Superintendent in writing at least (12) months prior to said expiration of original term.

15. It is understood and agreed that the rental shall be subject to review and adjustment by the Secretary at the end of each ten-year period. In the event of the extension of the original term of this lease for an additional twenty-five (25) years, the rental shall be subject to review and adjustment at the end of the first five years of said additional term and at the end of each ten-year period thereafter.

16. It is understood and agreed that in the event of a termination of Federal supervision the provisions of this lease for rental adjustment following periodic review shall remain operative, except that the lessor and lessee shall then act instead of the Secretary of the Interior. If the lessor and lessee are unable to agree upon a rental adjustment or upon an appraiser to determine the fair annual rental value, they shall submit the matter to three disinterested arbitrators, one chosen by the lessor, one by the lessee, and the third by the two so chosen. The decision of any two of the arbitrators shall be final and conclusive when furnished to both the lessor and lessee in writing.

17. It is understood and agreed that the lessor hereby grants to the lessee the right to assign this lease to the purchaser of the improvements, subject to the approval of the Secretary. In no event shall such assignment extend beyond the term of the lease.

18. It is understood and agreed that this lease includes beach privileges for recreational uses only and no improvements shall be built upon the tidelands without the written permission of the Swinomish Indian Senate. There is reserved to the Swinomish Indian Tribal Community, and to its members, the right to use or cross said tidelands at any time. The lessee does not have the right to dig clams or harvest oysters on the tidelands.

19. It is understood and agreed that any buildings owned by the lessee may be removed by him at any time within sixty (60) days after the expiration or termination of this lease. The lessee shall restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the lessee has no control excepted. In the event the buildings are not removed within the specified time, they shall become the property of the lessor.

20. It is hereby stipulated that as of the date on which the initial term of this lease becomes effective, any lease heretofore made or now existing between the parties hereto with respect to all or any portion of the leased premises is null, void, of no effect, and completely superseded by this lease.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this

day of \_\_\_\_\_, 19\_\_\_\_

Witnesses (two to each signature):

Emily Jensen

P. O. Box 497

La Conner Wash

Patricia P. Thompson

P. O. Seattle, Washington

Morris Dan

P. O. 401 La Conner Wash

Margaret Thompson

P. O. 401 La Conner Wash

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\_\_\_\_\_

Mrs. Dick Trenholme

Mrs. Dick Trenholme

Second and Gates

Mount Vernon, Washington

Lessee.

Edna E. Trenholme

Edna E. Trenholme

Lessee.

Mrs. Bertha Dan

Mrs. Bertha Dan, for herself and

as Attorney-in-Fact for the Remaining Lessor:

LaConner, Washington

Lessor.

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BUR. INDIAN AFFRS.  
PORTLAND AREA OFFICE

'66 AUG 2 AM 10:01

122 237  
BRANCH OF REALTY  
TITLES & RECORDS  
SECTION

Approved SEP 23 1965

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Bureau of Indian Affairs  
Portland Area Office

Lessor.

Acting Area Director  
Approving Official.

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