

LAND TITLE COMPANY OF SKAGIT COUNTY

T-62552-E

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5-5445  
10-61

Real Property Mgmt.  
Tenure & Mgmt.  
Lessee  
Lessor

U.S. DEPARTMENT OF THE INTERIOR

3225 BUREAU OF INDIAN AFFAIRS  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

FEE: \$50.00  
RENT: \$2,250.00  
BOND: \$2,250.00

LEASE

MAY 30 1990

FILE COPY

Swinomish - 37  
Allotment of Raymond J. Paul

7706

Amount Paid \$  
By: Skagit County Treasurer  
Deputy

Lease No. ....

PUGET SOUND Indian Agency

Contract No. ....

THIS CONTRACT, made and entered into this 3rd day of August, A.D. 1982, 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 Lester & Alta F. Kerton 1756 Golden View Way LaConner, WA 98257 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(s) 24 & 25 of the Raymond J. Paul Waterfront tracts within Gov't Lot 3, section 34, T.34 N., R.2 E., Willamette Meridian, Skagit County, Washington

containing 2 Lots acres, more or less, for the term of 25 years, beginning on the 1st day of July, 1982, 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	7/01/82 and upon each	\$2,250.00 per annum
for the Lessors	successive anniversary	Subject to Prov. #7
	date thereof for the	on the 5th, 10th,
	term of the lease,	15th, 20th and 25th
		years of the lease.

NOTE: IT HAS BEEN DETERMINED THAT LEASING THIS LAND WILL HAVE NO SIGNIFICANT IMPACT IN THE SURROUNDING ENVIRONMENT. LTC

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) 14-22 and the Pull. & Be-

Damned Mgmt. Plan has (have) been added hereto and by reference is (are) made a part hereof.

\*\* 5. Interest - Provision No. 5 is amended to change the rate of interest on delinquent rent from 6% to 18%. Subject to change.

14./ It is understood and agreed that this lease is subject to existing and future rights of ways granted by the Lessor.

15./ Plans for all proposed improvements shall be submitted to the Swinomish Office of Planning in accord with the regulations and procedures established in the Pull and Be Damned Management Plan. (PABDMP)

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16./ It is understood and agreed that it shall be the Lessee's responsibility to ascertain that any improvements, including landscaping constructed on the leased premises are within the lot boundary lines. In the event the Lessee violates this provision, he shall be liable for all costs incurred in moving said improvements or pay the cost of leasing the additional lot or acreage on which he has trespassed.

17./ It is understood and agreed that any improvements owned by the Lessee may be removed by him at any time within sixty (60) days after the expiration or termination of this lease. In the event the improvements are not removed within the specified sixty (60) day period, they shall become the property of the Lessor. The Lessee shall restore the premises to the same conditions 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 not control expected. It is further understood and agreed that if the Superintendent finds there is damage to the Lessors property, once the lease expires; The lessee is obligated to pay such amount as appraised by the Superintendent.

18./ Liens, Taxes, Assessments, Utility Charges--Lessee shall not permit to be enforced against the lease premises or any part thereof, any liens arising from any work performed, materials furnished or obligations incurred by Lessee and Lessee shall discharge or post bond against all such liens before any action is brought to enforce same. Lessee shall pay, when and as the same become due and payable all taxes, assessments, licenses, fees and other charges levied during the term of this lease upon or against the leased land, all interests therein and property thereon. Lessee shall also promptly pay all taxes, assessments, license fees and other like charges levied against the Lessee by the Tribe during the term of this lease. Upon written request, the Lessee shall furnish to the Secretary written evidence, duly certified, that any and all taxes required to be paid by the Lessee have been paid, satisfied or otherwise discharged. Lessee shall have the right to contest any claim, asserted tax or assessment against the property by posting bond to prevent enforcement of any lien resulting therefrom and Lessee agrees to protect and hold harmless the Lessor, the Secretary and the leased premises and all interests therein and improvements thereon from any and all claims, taxes, assessments and like charges and from any lien therefore or sale or other proceedings to enforce payment thereof and all costs in connection therewith, Lessor shall execute and file any appropriate documents with reference to real estate tax exemption of the land when requested by the Lessee. Lessee shall hold harmless the Lessor for all charges of water, sewage, gas, electricity, telephone and other utility services supplied to said premises as they become due.

19./ 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 written permission of the Swinomish Tribe for fee. There is reserved to the Swinomish 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 nor is the Lessee allowed to remove driftwood as per the PABDMP.

20./ That the Lessee is authorized to encumber his leasehold interest in the premises for the purpose of borrowing capital for the development and improvement of the leased premises. The encumbrance instrument must be approved by the Secretary. If a sale or foreclosure under the approved encumbrance occurs and the encumbrancer is the purchaser, he may assign the leasehold without the approval of the Secretary or the consent of the other parties to the lease, provided; however, that the assignee accepts and agrees in writing to be bound by all the terms and conditions of the lease. If the purchaser is a party other than the encumbrancer, approval by the Secretary of any assignment will be bound by the terms of the lease and will assume in writing all the obligations thereunder.

21./ Septic and water systems shall meet tribal standards as established by the Swinomish Health Code and the PABDMP.

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22./ All Lessees shall conform to the regulations, procedures and policies established by the 1982 Pull and Be Damned Management Plan.

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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):

P. O. ....

*Lester Kerton*  
Lester Kerton  
1756 Golden View Way  
LaConner, WA 98257

Lessee.

P. O. ....

*Alta F. Kerton*  
Alta F. Kerton  
1756 Golden View Way  
LaConner, WA 98257

Lessee.

P. O. ....

*Marilyn P. Peters*  
Marilyn P. Peters, 64/96  
Attorney-in-Fact for herself  
and the remaining landowners  
P.O. Box 123  
LaConner, WA 98257

Lessor.

P. O. ....

Lessor.

P. O. ....

*Robert J. S.*  
Chairman, 32/96  
Swinomish Indian Senate  
P.O. Box 817  
LaConner, WA 98257

Lessor.

P. O. ....

Lessor.

P. O. ....

Lessor.

P. O. ....

Lessor.

P. O. ....

Lessor.

P. O. ....

Lessor.

Approved ..... 19.....

**8 AUG 1982**

*Anna M. Orland*  
Superintendent  
Puget Sound Agency  
Approving Official.

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