

Return Address:	
LAND TITLE CO	
PO BOX 445	
BURLINGTON WA 98233	•
	The state of the s
Document Title (s) (or transac	tions contained therein):
1. LEASE	3.
2.	4.
Reference Number (a) of Document	nents assigned or released;
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on page of of document	portugue de la companya del companya del companya de la companya d
Grantor(s) (Last name, First, Middle	e Initial)
1. CLAYTON PATTERSON	
2.	
3.	
4 Additional names on page	eof document,
Grantee(s) (Last name, First, Midd	Heal Estate Excise Tax
1. JEFFREY THOSTENSON	PAID
2.	AUG 2 5 1999
3.	Amount Paid \$ Skepit County Treasurer
4 Additional names on page	of document
Legal description: (Lot, block	, plat name, section-township-range)
LOT 37 COBAHUD WATERFRONT PRTN GOVT LOT 4 34-34-2	TRACTS
Additional legal is on page	of document.
Naseasor's Property Tax Pa	arcel Account Number(s):

5103-000-037-0000

122 529

5-5445 10-61

U.S. DEPARTMENT OF THE INTERIOR BUREAU OF INDIAN AFFAIRS

Tenure & Mgmt. Lessee

Swinomish - 39

Lessor

Real Property Mgmt

FEE: RENT: BOND: \$1

LEASE

		Allotment No. Jack	Cobanud
e		Lease No7691.	
PUGET SOUND	Indian Agency	Contract No.	
	and the second s		
THIS CONTRACT, made ar	d entered into this 2.3 rd. day of	April	A D 1982
and between the Indian of Ind	nans named below (the Secretary o	f the Interior acting for and an	The Late of the Control of the Contr
heremafter called the "lessor," a	·no	atterson	
	1/92 C Pt	III & Be Damned Rd.	and the second s
	LaConner,	WA9825-7	of
	horoinaftan avillad the		
law and the regulations (25 CFR	hereinafter called the	next housef	provisions of existing
WITNESSETH, That for an	d in consideration of the rents, cove	nants and agreements haveingfi	ton numerical the leave
hereby lets and leases unto the les	see the land and premises described	as follows, to wit:	or provided, the lessor
," -	J. J		
3.4. X3X 3.7	,Cobahud Waterfront	tracts within Gov	't 4,
section 34, T. 34 N.	, R. 2 E., Willamett	e Meridian, Skagit	t County,
Vashington 🕝			
		<i></i>	
containing name	25	TALL MARKET	t
	re or less, for the term of 25		
of July	, 19.82to be used only for the	na following roughes. Home	site and
	·	e following purposes:	broe and
re	creational		.5
	an and		
The lessee, in consideration of	the foregoing, covenants and agrees	, as rental for the land and pren	ises, to pay:
TO-	DATE DUE		AMOUNT
UREAU OF INDIAN AFF	AIRS 7/01/82 and up	on each \$1,17	5.00 per annum
or the Lessors	successive and up successive ann date thereof f	iversary Subjec	t to Prov #7
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	date thereof f	or the on the	5th, 10th.15th
	term of the le	ase. 20th a	nd 25th years o
		the le	ase.
		*	
OTE: IT HAS BEEN D	ETERMINED PHAT TEACT	NOTATION VILLED IN SECTION	
	ETERMINED THAT LEASI I IMPACT ON THE SURP	NG THIS LAND WILL	HAVE // /
	DORN	JONDING ENVIRONMEN	

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 a lessee, suspend the direct rental payment provisions of this lease in which eve Bureau of Indian Affairs having jurisdiction over the leased premises.

Kathy Hill, Skagit County Auditor 8/25/1999 Page 2 of 7 3:52:28PM 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-
- **5. Interest Provision No. 5 is amended to change the rate of interest on delinquent rent from 6% to 18%. Subject to change.

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.

Kathy Hill, Skagit County Auditor 8/25/1999 Page 3 of 7 3:52:28PM

## SUPPLEMENTAL SHEET

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- .14./ It is understood and reed 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)
- 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 leins befor 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 shal 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 excemption 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 becom due.
- 19./ It is understood and agreed that this lease includes beach privilages 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 that 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.
- $\frac{21.}{}$  Septic and water systems shall meet tribal standards as established by the Swinomish Health Code and the PABDMP.
- 22./ All Lessees shall conform to the regulations, procedures and policies established by the 1982 Pull and Be Damned Management Plan.

Kathy Hill; Skagit County Auditor 8/25/1999 Page 4 of 7 3:52:28PM

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IN WITNESS WHEREOF the parties hereto have he	grounto set their hands on this
day of 19.52	
Witnesses (two to each signature):	
marily S. Patterson	
	Clayton Patterson
P. O. 2266 N. Fairland Oak Harbon, Wa 98277	1792 C Rull and Be Damned Rd. LaConner, WA 98857 Lessee.
October	O O O O
02266 No farla	Laylote Oallo
P.O. Och Horbon le 98	
and the second s	Tolazolo Gaul
<del></del>	Hazel D. Paul, Attorney 6318/6480
P. O.	in fact for herself and the remaining lessors. Lessor.
	P.O. Box 109
	LaConner, WA 98257
P. O.	Lcssor.
	Robert of E
***************************************	Chairman, 162/6480
P. O	Swinomish Indian Senate P.O. Box 817  Lessor.
	LaConner, WA 98257
Р. б.	Lessor.
P. O	Lessor.
р. О.	Approved pursuant to Authority Consor.
RECEIVED OR FILED	Delegated by PAO Redelegation Order No. 3 (34 FR October 14, 1969)
A LAND AREA OFFICE	>
P. O. 122 529	Lessot.
83 APR 6 P1:14	199908250275
D A	Kathy Hill, Skagit County Auditor
P. O. BRANCE OF RECORDS	8/25/1999 Page 5 of 7 3:52:28FW Lessor.
Approved Desember SECTION 1982	Pearl Mus Stars
	Superintendent Approblem Official Puret Sound Agency

8/25/1999 Page 6 of 7 3	agit County	199908250275	
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State of the sum of \$1.00  Lessee Majilyn Paterson Subscribed and sworn to before me at CAL HALLSSEE Jerry Patterson Subscribed and sworn to before me at CAL HALLSSEE Jerry Patterson Subscribed and sworn to before me at CAL HALLSSEE Jerry Patterson Subscribed and sworn to before me at CAL HALLSSEE Jerry Patterson Subscribed and sworn to before me at CAL HALLSSEE Jerry Patterson Subscribed and sworn to before me at CAL HALLSSEE Jerry Patterson Subscribed and sworn to before me at CAL HALLSSEE Jerry Patterson Notary Public.  Notary Public	Suzar	ine inost	enson Ad	<u>dress: 1792 (</u>	C Pull & Be Dam	ned RD	and that if
State of the sum of one dollar, to each of us in hand paid, receipt of which is hereby acknowledged, hereby become survives for the assignee under this assignment, in accordance with the terms of the original bond, and state that we, and each opposite our respectively, own and possess property, over and above all debts, liabilities, and legal exemptions, in the amount set opposite our respective names. We hereby bind ourselves, our heirs, administrators and executors, jointly and severally by these presents    C		this applicati	on is approved by the less	or and the officer in ch	Puget S	4845/ Agency haiata	The state of the s
Lessee Majilyn Paterson Subscribed and sworn to before me at the Lassee Jerry Patterson Subscribed and sworn to before me at the Lassee Jerry Patterson  My commission expires  COUNTY OF  We, of  Of R. R. No.  Assignment, and of the sum of one dollar, to each of us in hand paid, receipt of which is hereby acknowledged, hereby become sureties for the assignee under this assignment, in accordance with the terms of the original bond, and state that we, and each of us respectively, own and possess property, over and above all debts, liabilities, and legal exemptions, in the amount set opposite our respective names. We hereby bind ourselves, our heirs, administrators and executors, jointly and severally by  CC  (Bendaman)  The above-named assignee hereby accepts this assignment and agrees to fulfill all obligations, conditions, and stipulations contained in said teach  Ontained in said teach  The above-named assignee hereby accepts this assignment and agrees to fulfill all obligations, conditions, and stipulations contained in said teach  Suranne Thostenson  Subscribed and sworn to before me at La Conner Jeffrey Thostenson  My commission expires J-20 19 90  Attta K. Hanomann	<u>⊼</u>	est therein th	ie sum of \$1.00	and no more.	J	A STATE OF THE IS	receive for all his inter-
My commission expires 19.72 Notary Public.  State of Country of R. R. No. and of R. R. No. and of R. R. No. assignment, and of the sum of one dollar, to each of us in hand paid, receipt of which is hereby acknowledged, hereby become sureties for the assignee under this assignment, in accordance with the terms of the original bond, and state that we, and each of us respectively, own and possess property, over and above all debts, liabilities, and legal exemptions, in the amount set opposite our respective names. We hereby bind ourselves, our heirs, administrators and executors, jointly and severally by these presents  The above-named assignee hereby accepts this assignment and agrees to fulfill all obligations, conditions, and stipulations contained in said legal examples. The above-named assignee hereby accepts this assignment and agrees to fulfill all obligations, conditions, and stipulations contained in said legal examples. The above-named assignee hereby accepts this assignment and agrees to fulfill all obligations, conditions, and stipulations contained in said legal examples.  Subscribed and sworn to before me at La Conner Jeffrey Thostenson Assignment and agrees to fulfill all obligations conditions, and stipulations and subscribed and sworn to before me at La Conner this 20 day of May 1970		Lessee	Marilyn Pater	500	Asso Jerry P	atterson	
We, of	Ξ,	Subscribed as	nd sworn to before me at .	DAK HAR	SSZEE, this	day of	MA4 1990
We, of		M# com	mining		Test,	A. Rip	2nc
We, of	0 X	My com	mission expires				Notary Public.
We, of	2 N	STATE OF		, Countr or	R5		
of R. R. No.	50 20						
sureties for the assignee under this assignment, in accordance with the terms of the original bond, and state that we, and each of us respectively, own and possess property, over and above all debts, liabilities, and legal exemptions, in the amount set opposite our respective names. We hereby bind ourselves, our heirs, administrators and executors, jointly and severally by these presents  [Bondsman]  [Bondsman]  [Bondsman]  [Bondsman]  [Bondsman]  [Bondsman]  [Bondsman]  [C]  [C]  [Bondsman]  [C]  [C]  [C]  [Bondsman]  [C]  [C]  [C]  [Bondsman]  [C]  [C]  [C]  [Bondsman]  [C]  [C]  [C]  [D]  [Bondsman]  [C]  [C]  [C]  [Bondsman]  [C]  [C]  [C]  [Bondsman]  [C]  [C]  [C]  [C]  [Bondsman]  [C]  [C]  [C]  [C]  [C]  [C]  [C]  [	₹ 2 = 1						
of us respectively, own and possess property, over and above all debts, liabilities, and legal exemptions, in the amount set opposite our respective names. We hereby bind ourselves, our heirs, administrators and executors, jointly and severally by these presents  (Bondsman)  The above-named assignee hereby accepts this assignment and agrees to fulfill all obligations, conditions, and stipulations contained in said legal  Stranne Thostenson  Subscribed and sworn to before me at LaConner  My commission expires 9-20 19 90  Accommand	کہ کے	assignment, ar	nd of the sum of one dollar	to each of us in hand	, in consideration of t	he benefits aris	ing under the foregoing
opposite our respective names. We hereby bind ourselves, our heirs, administrators and executors, jointly and severally by  (Bondsman)  The above-named assignee hereby accepts this assignment and agrees to fulfill all obligations, conditions, and stipulations on tained in said least the same at La Conner Jeffrey Thostenson Subscribed and sworn to before me at La Conner Jeffrey Thostenson day of May 1990  My commission expires 9-20 1990  Actta & Nanomanu		sureties for the	e assignee under this assignee vely own and possess	nment, in accordance	with the terms of the origin	nal bond, and	riedged, hereby become
Subscribed and sworn to before me at La Conner Jeffrey Thostenson May 1990  My commission expires 9-20 1990  Actta L. Nanomanu	7	opposite our r these presents	espective names. We her	eby bind ourselves, ou	r heirs, administrators ar	iegai exemptional ad executors, j	ons, in the amount set bintly and severally by
Subscribed and sworn to before me at La Conner Jeffrey Thostenson May 1990  My commission expires 9-20 1990  Actta L. Nanomanu	_	X.	122 221	\$			
Stranne Thostenson Subscribed and sworn to before me at La Conner Jeffrey Thostenson My commission expires 9-20 1990  Actta R. Nanomanu	1	The abov	e-named assignee hereby a	accepts this assignment	and agrees to hilfill all of	man)	
My commission expires 9-20 19 90 Settla R. Nanomanu	Q	2000	1 Thoston	Lean		Austons, cond	stipulations
My commission expires 9-20 19 90 Settla R. Hanomanu		Suzanne I	Thostenson	1 - /	Jeffrey Than	tencor	4
My commission expires		Subscribed and	d sworn to before me at _	Laconner	this 29		Tay 1990
My commission expires		V		70 00	Letta	R. Nan	omanie
Notary Public.	1	wy comm	masion expires		66004-1		Notary Public

Kathy Hill, Skagit County Auditor

8/25/1999 Page 7 of 7

3:52:28PM

We, the undersigned, lessor (or lessors) and bondsmering the lessee from liability effective from the date of app	n of lessee herein, hereby consent to the foregoing assignment, releas- proval of assignment by the officer in charge of the Agency.
Hazel Paul	Robert De 5
Hazel Paul	Mr. Robert Jodessor Chairman
P.O. Box 109	Swinomish Tribal Senate
LaConner, WA 98257	P.O. BOX 817
(Lessor)	LaConner, WA 98(2650)
(Lessor)	(Lessor)
STATE OF WASHINGTON COUNTY OF	Sk431 + , 88:
Subscribed and sworm to before most A CONA	
Subscribed and sworn to before me at	Jee this 22ND day of JUNE 1990
	A Comment of the Comm
My commission expires	Clerk, District Farmer, or Notary.
	Agency,
	19
I hereby certify on honor that I have this day exami	ined the records of the PUCET SOUND
that said records do not show anything delinquent for cash	rentals or filing fee.
	mayn Welle
The foregoing assignment is hereby approved, effective	Agency Clerk. 2 1 SEP 1990
	Quail Drunes
f	SUPERIMENDENT Officer in charge Agency. William A. Black
	Bureau of Indian Affairs
	3006 Colby Avenue - Federal Bldg. Everett, WA 98201

BRANCH OF REALBYANCH OF TITLES & RECORDSITES & RECTION SECTION

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RECTIVED OR FILED LET PILED FILES BURL INDIAN AFERS, R. HUMAN AFERS, PORTLAND AREA OFFICE

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All: 19

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