



199908250275

Kathy Hill, Skagit County Auditor
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Return Address:

LAND TITLE CO

PO BOX 445

BURLINGTON WA 98233

Document Title(s) (or transactions contained therein):

1. LEASE
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

on page of _____ of document

Grantor(s) (Last name, First, Middle Initial)

1. CLAYTON PATTERSON
- 2.
- 3.
4. _____ Additional names on page _____ of document.

Grantee(s) (Last name, First, Middle Initial)

1. JEFFREY THOSTENSON
- 2.
- 3.
4. _____ Additional names on page _____ of document.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

AUG 25 1999

Amount Paid \$
Skagit County Treasurer
By: Deputy

Legal description: (Lot, block, plat name, section-township-range)

LOT 37 COBAHUD WATERFRONT TRACTS
PRTN GOVT LOT 4 34-34-2

_____ Additional legal is on page _____ of document.

Assessor's Property Tax Parcel Account Number(s):

5103-000-037-0000

122 529

5-5445
10-61

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

Real Property Mgmt
Tenure & Mgmt.
Lessee
Lessor

FEE: \$28.50
RENT: \$1,175.00
BOND: \$1,175.00

LEASE

Swinomish - 39
Allotment No. Jack Cobahud
Lease No. 7691
Contract No.

PUGET SOUND Indian Agency

THIS CONTRACT, made and entered into this 23rd. day of April, 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 Clayton Patterson 1792 C Pull & Be Damned Rd. 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) 37, Cobahud Waterfront tracts within Gov't 4, section 34, T. 34 N., R. 2 E., Willamette Meridian, Skagit County, Washington

containing _____ 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	\$1,175.00 per annum
for the Lessors	successive anniversary	Subject to Prov. #7
	date thereof for the	on the 5th, 10th, 15th
	term of the lease.	20th and 25th years of
		the lease.

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

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 suspend the direct rental payment provisions of this lease in which case the lessee, suspend the direct rental payment provisions of this lease in which case 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.



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SWINOMISH WATERFRONT TRACTS

SUPPLEMENTAL SHEET

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)

122

529

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.

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 15th

day of May, 1982

Witnesses (two to each signature):

Marilyn S. Patterson

P. O. 2266 N. Fairlane
Oak Harbor, Wa 98277

J. L. Patterson

P. O. 2266 N. Fairlane
Oak Harbor Wa 98277

Clayton Patterson
1792 C RUI and Be Damned Rd.
LaConner, WA 98257 Lessee.

Clayton Patterson

Lessee.

P. O.

Hazel D. Paul
Hazel D. Paul, Attorney 6318/6480
in fact for herself and the
remaining lessors. Lessor.

P.O. Box 109
LaConner, WA 98257

P. O.

Lessor.

P. O.

Robert G. L.
Chairman, 162/6480
Swinomish Indian Senate
P.O. Box 817 Lessor.
LaConner, WA 98257

P. O.

Lessor.

P. O.

Lessor.

P. O.

Approved pursuant to Authority Lessor.
Delegated by PAO Redelegation
Order No. 3 (34 FR October 14, 1969)

P. O.

Lessor.

P. O.

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Lessor.

Approved December 2, 1982

Superintendent
Pacifi Sound Agency

5-5444
(May 1948)
Fee: \$31.40
Bond: \$1320.00
Rent: \$1320.00

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

122 708

ASSIGNMENT OF AGRICULTURAL OR BUSINESS LEASE

- (a) No assignment drawn during the first or last six months of a lease term will convey any preference right.
(b) No assignment will be approved if there is any cash rental or filing fee due and unpaid.
(c) The assignee must be acceptable to this office.
(d) No assignment blanks will be given out. They must be made out and completed by lessee, assignee, bondamen and lessor before a district farmer.

Lease No. 7691

Allotment No. 39 Cobahud

The undersigned hereby certifies on honor that he has personally inspected the land covered by this assignment and that all the repairs and improvements called for by the lease contract have been placed except as follows:

Date _____, 19____, Agency Farmer.

STATE OF WASHINGTON, COUNTY OF _____, ss: Lot 37 Cobahud
Waterfront Tracts Sec 34 T 34 N R 2E. WM Skagit Co. WA

The undersigned, lessee of the _____ Qr., Sec. _____, Twp. _____, R. _____
after having first been duly sworn according to law states that the lease in question was drawn to expire
6/30/07

19____; that owing to conditions over which he has no control he can not longer continue to occupy the land as lessee; that this lease was not originally negotiated with any idea or intention of disposing of same; that he hereby publicly declares that he is delinquent the following repairs and improvements called for by the lease contract

that he hereby applies for permission to assign all his right, title and interest, in and to the lease, to Jeffrey and Suzanne Thostenson Address: 1792 C Pull & Be Damned RD LaConner, WA Puget 98257 and that if

this application is approved by the lessor and the officer in charge of the Sound Agency he is to receive for all his interest therein the sum of \$1.00 and no more.

Lessee Marilyn Paterson Lessee Jerry Patterson
Subscribed and sworn to before me at OAK HARBOR, this 16 day of MAY, 1990

My commission expires 10-1, 1990 Notary Public.

STATE OF _____, COUNTY OF _____, ss:

We, of _____ of R. R. No. _____, and _____

of R. R. No. _____, in consideration of the benefits arising under the foregoing 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

807 881 \$ _____ \$ _____
(Bondsmen) (Bondsmen)
The above-named assignee hereby accepts this assignment and agrees to fulfill all obligations, conditions, and stipulations contained in said lease.

Suzanne Thostenson Jeffrey Thostenson Assignee
Subscribed and sworn to before me at LaConner, this 29 day of May, 1990

My commission expires 9-20, 1990

Notary Public.

807 881

122 708

We, the undersigned, lessor (or lessors) and bondsmen of lessee herein, hereby consent to the foregoing assignment, releasing the lessee from liability effective from the date of approval of assignment by the officer in charge of the Agency.

Hazel Paul
Hazel Paul Lessor
P.O. Box 109
LaConner, WA 98257
(Lessor)

Robert J. S.
Mr. Robert J. S. Chairman
Swinomish Tribal Senate
P.O. BOX 817
LaConner, WA 98257
(Lessor)

STATE OF WASHINGTON COUNTY OF SKAGIT, ss:
Subscribed and sworn to before me at LA CONNER this 22ND day of JUNE, 1990

My commission expires 4-6, 1994

[Signature]
Clerk, District Farmer, or Notary.

Agency, _____

I hereby certify on honor that I have this day examined the records of the PUGET SOUND Agency and that said records do not show anything delinquent for cash rentals or filing fee.

Maxwell Wells

Agency Clerk.

The foregoing assignment is hereby approved, effective _____, 19____

21 SEP 1990

for

Virgil Drury
SUPERINTENDENT
William A. Black
Bureau of Indian Affairs
3006 Colby Avenue - Federal Bldg.
Everett, WA 98201
Officer in charge Agency.



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PORTLAND AREA OFFICE

122 708

90 SEP 26 ALL 1:19

BRANCH OF REALTY
TITLES & RECORDS
SECTION