



199912090003  
Kathy Hill, Skagit County Auditor  
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Return Address:

LAND TITLE COMPANY OF SKAGIT COUNTY

P91880E

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

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

Reference Number(s) of Documents assigned or released:

on page of \_\_\_\_\_ of document

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

- |    |   |
|----|---|
| 1. | US Department of the Interior                     |
| 2. |   |
| 3. |   |
| 4. | _____ Additional names on page _____ of document. |

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

- |    |   |
|----|---|
| 1. | Emily M Spencer                                   |
| 2. |   |
| 3. |   |
| 4. | _____ Additional names on page _____ of document. |

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

Ptn Gov Lot 1 in 34-34-2

\_\_\_\_\_ Additional legal is on page \_\_\_\_\_ of document.

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

5106-000-003-0000



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Form 5-181  
(October 1961)Real Prop Mgmt  
Lessee  
LessorU.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

## LEASE

Fee: \$12.15  
Bond: \$405.00S-34, Swinomish George -  
Allotment No. Morris Dan Waterfront Tract

Lease No. 4465

Western Washington

Indian Agency

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 ~~Myles Spencer~~ Emily M. Spencer  
Box 497  
LaConner, Washington 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 3 of the Morris Dan Waterfront Tracts within Gov't Lot 1, sec. 34, T. 34 N., R 2 E.,  
Willamette Meridian, Skagit County, Washington,

containing .70 acres, more or less, for the term of 25 years, beginning on the 1st day  
of July, 1966, to be used only for the following purposes:

Homesite and Recreation

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,	7-1-66	\$405.00
for the Lessors	and on or before the	
<u>32811</u>	successive anniversaries of	
SKAGIT COUNTY, WASHINGTON	the beginning date of the term	
Real Estate Excise Tax	of this lease, subject to Provision	
<u>DEC 9 1999</u>	15.	
Amount Paid <u>0</u>	<u>Adj due 7/1/86 per prov 15.</u>	
Skagit County Treasurer		
<u>Quo</u>		
Deputy		

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.

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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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 supervisor 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 superceded 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):

P. O. \_\_\_\_\_

P. O. \_\_\_\_\_

P. O. \_\_\_\_\_

P. O. \_\_\_\_\_

P. O. \_\_\_\_\_

P. O. \_\_\_\_\_

P. O. \_\_\_\_\_

P. O. \_\_\_\_\_

P. O. \_\_\_\_\_

P. O. \_\_\_\_\_

Approved \_\_\_\_\_

OCT 6 1965

19\_\_\_\_

~~Myles Spencer~~

~~Box 497, LaConner, Washington~~

Lessee.

*Emily M. Spencer*

Emily M. Spencer

Box 497, LaConner, Washington

Lessee.

*Mrs. Bertha Dan*

Mrs. Bertha Dan, for herself and

as Attorney-in-fact for the Remaining Lessors

LaConner, Washington

Lessor.

Lessor.

Lessor.

Lessor.

Lessor.

Lessor.

Lessor.

RECEIVED OR FILED  
BUR. INDIAN AFFRS.  
PORTLAND AREA OFFICE

66 AUG 2 AM 10:00

122 236  
BRANCH OF REALTY  
TITLES & RECORDS

SECTION Bureau of Indian Affairs

Portland Area Office

Assistant \_\_\_\_\_

Area Director Approving Official.

5-160 n  
(Dec. 1970)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

MODIFICATION

RECEIVED OR FILED  
BUREAU OF INDIAN AFFAIRS  
POST OFFICE

98 JAN 30 AM 10:56

BRANCH OF REALTY  
TITLES & RECORDS  
CONTRACT SECTION

ALLOTMENT No. 10034

T. B. \_\_\_\_\_

LEASE No. 4465

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It is hereby agreed by and between Bertha Dan  
lessor, and Tom Spencer for Emily Spencer lessee, and \_\_\_\_\_  
bondsman, and \_\_\_\_\_, bondsman, that Lease No. 4465  
covering the lot 3, allotment of Morris Dan Waterfront Trac  
\_\_\_\_\_ be modified to provide: -

Remove Emily Spencer's name from the lease, she is now deceased and add  
her son, Tom (Thomas) Spencer for the remaining term of the lease.

This modification does not change any of the terms, conditions, or stipulations except as specifically  
set forth herein.

Tom Spencer, ~~\*\*\*\*\*~~ Lessee

Bertha Dan, ~~\*\*\*\*\*~~, Lessor  
P.O. Box 401  
LaConner WA 98257



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(Lessor)

Subscribed and sworn to by TOM SPENCER

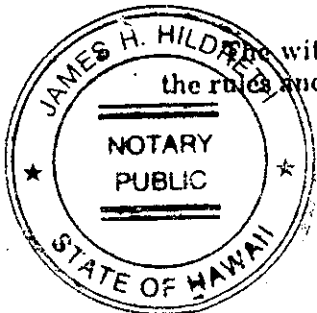
before me, a Notary Public in and for the County of HAWAII

State of HAWAII, this 23 day of DECEMBER, 1997

My commission expires Aug. 28, 2000  
My commission expires \_\_\_\_\_  
James H. Hildner  
Notary Public.

UNITED STATES INDIAN SERVICE

The within modification is hereby approved and declared to be made in accordance with the law and  
the rules and regulations prescribed by the Secretary of the Interior thereunder, and now in force.



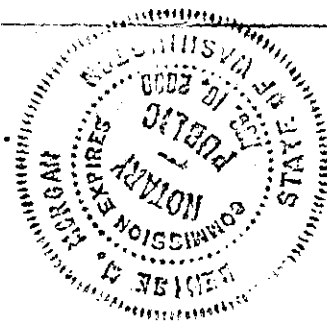
JAN - 6 1998

Julith R. Joseph  
Acting United States Indian Superintendent.  
Puget Sound Indian Agency,  
Monica Sampson  
PSA Realty Clerk

Subscribed and sworn to by Bertha Dan  
before me, a Notary Public in and for the County of Skagit  
State of Washington, the 29<sup>th</sup> day of December,  
1997.

My commission expires 8-10-2000

Signed: Deuse M. Merg



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