

**Return Address:**

Joyce C. Johanson  
13466 Greenwood Ave. N #B  
Seattle, WA 98133



200409290108  
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY  
LAND TITLE OF SKAGIT COUNTY

112871PE

**Document Title(s) (for transactions contained therein):**

1. BIA Lease
- 2.
- 3.
- 4.

**Reference Number(s) of Documents assigned or released:  
(on page of documents(s))**

**Grantor(s)**

1. BIA
- 2.
- 3.
- 4.

**Additional Names on page of document.**

**Grantee(s)**

1. Johanson, Joyce C.
- 2.
- 3.
- 4.

**Additional Names on page of document.**

**Legal Description (abbreviated i.e. lot, block, plat or section, township, range)**

Ptn Gov. Lot 4, 34-34-2 E W.M. aka Tr. 32, Cobahud Waterfront Trs.

**Additional legal is on page 6 of document.**

**Assessor's Property Tax Parcel/Account Number**

5103-000-032-0000, L95870

**The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.**

5-5445  
10-61

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

Fee:

Rent: \$5400

Bond: \$5400

Admin Fee: \$109.00

LEASE

122 39

Allotment No. ....

Lease No. 8661 -04-29 .....

PUGET SOUND Indian Agency

Contract No. ....

THIS CONTRACT, made and entered into this 1st day of July, 2004, A.D. 19, 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 Joyce Johanson

13466 Greenwood Avenue North, #B

of Seattle, WA 98133 hereinafter called the "lessee" in accordance with the provisions of existing law and the regulations (25 CFR 162) 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 32 of the Cobahud Waterfront Tracts in Gov. Lot 4, Section 34, Township 34

North, Range 2 East, Willamette Meridian, Skagit Co. Washington (Swinomish

Reservation - Westshore)

containing approx. .15 acres, more or less, for the term of 25+25 years, beginning on the 1st day of July, 2004, to be used only for the following purposes: Residential or

Recreational Homesite.

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

TO—	DATE DUE	AMOUNT
BIA	On or before 7/1/04	\$5400 for each of
	Each Anniversary Date	the first 5 years
Cashier's Check or Money Order		

This is a 25 + 25 year lease.

Renewal for 2nd 25 years by written notice to Supt.

Must be in good standing

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 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 OR ASSIGNMENTS** - Unless otherwise provided herein, a sublease, assignment or amendment of this lease may be made only with the approval of the Secretary and 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 18 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 (5) 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 intervals in accordance with the regulations in 25 CFR 162. Such review shall give consideration to the economic conditions at the time, exclusive of improvements 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 of 25 CFR 162.

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(s) 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).....<sup>14--22</sup>.....has ( have ) been added hereto and by reference is ( are ) made a part hereof.



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# 52102  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

SEP 29 2004

Amount Paid \$ 720  
Skagit Co. Treasurer  
By Deputy

## SWINOMISH WATERFRONT LOTS

## SUPPLEMENTAL SHEET

14. It is understood and agreed that this lease is subject to existing and future rights-of-way granted by the lessor.
15. It is understood and agreed that the lessee shall submit by mail to the Tribal Planning Commission, Box 416, LaConner WA 98257, plans and specifications for any proposed improvements. The Tribal Planning Commission will establish the conditions for improvements and issue a building permit if the Planning commission so rules.
16. It is understood and agreed that it shall be the Lessee's responsibility to ascertain 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.
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 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. It is further understood and agreed that if the Superintendent finds there is damage to the Lessors property, once this lease expires; the lessee is obligated to pay such amount as appraised by the Superintendent.
18. It is a condition of this lease that the Lessee shall faithfully comply with all ordinances or resolutions, as approved by the Secretary of the Interior, enacted by the tribal governing body of the particular reservation, relating to the use of the above described premises.
19. Liens, Taxes, Assessments, Utility Charges--Lessee shall not permit to be enforced against the leased 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 like 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 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 for water, sewage, gas, electricity, telephone, and other utility services supplied to said premises as they become due.
20. 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 Tribe. There is reserved to the Swinomish Indian Tribal Community, and to it's 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.
21. 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 an 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 obligation.
22. Septic and water systems shall meet Tribal standards whic  
Skagit County Health Department.



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

25 day of June, 2004.

Witnesses (two to each signature):

Janie Beasley

Joyce Johanson  
Joyce Johanson Lessee

Janie Beasley

Helen Lewis

Lessor

Helen Lewis  
2085 Lummi Shore Rd.  
Bellingham, WA 98226 (360 739-998)

Janie Beasley

Ethel M. Barber

Lessor

Ethel M. Barber  
17536 1st Street  
LaConner, WA 98226 (360 466-1899)

Janie Beasley

Don Damien

Lessor

Don Damien  
POBox 764  
LaConner, WA 98257 (360 466-9481)

Realty Staff, Puget Sound Agency

Approved

7/22, 2004

Stanley S. Subridge  
Superintendent, Puget Sound Agency



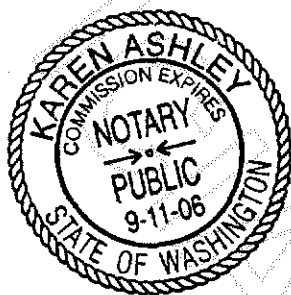
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STANLEY S. SUBRIDGE

State of Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Joyce C. Johanson  
the person(s) who appeared before me, and said person(s) acknowledged that she  
signed this instrument and acknowledge it to be her free and voluntary act for the  
uses and purposes mentioned in this instrument.

Dated: July 26, 2004



Karen Ashley  
Karen Ashley  
Notary Public in and for the State of Washington  
Residing at: Sedro-Woolley  
My appointment expires: 9/11/2006



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**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A leasehold interest in the following described property:

That portion of Government Lot 4 in Section 34, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at the Southeast corner of said Government Lot 4;  
thence South 89°47' West, a distance of 151.2 feet;  
thence North 4°00' West, a distance of 250.00 feet to the true point of beginning;  
thence continue North 4°00' West, a distance of 50.00 feet;  
thence South 89°47' West, a distance of 165.1 feet, more or less, to the shore of Skagit Bay;  
thence Southerly along the shore of Skagit Bay to a point South 89°47' West of the true point of beginning;  
thence North 89°47' East 152.1 feet, more or less, to the true point of beginning.

Said Parcel also known as Tract 32 of the unrecorded plat of "COBAHUD WATERFRONT TRACTS SWINOMISH RESERVATION, SKAGIT COUNTY, WASHINGTON", on file with the United States Department of the Interior Bureau of Indian Affairs, Western Washington Indian Agency, Everett, Washington.

Situate in the County of Skagit, State of Washington.



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