



200610310157
Skagit County Auditor

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Document Title: Bill of Sale

Reference Number:

Grantor(s):

☐ additional grantor names on page ____

1. Naish, Kathleen
- 2.

Grantee(s):

☐ additional grantee names on page ____

1. Johncox, James
2. Johncox, Patricia

Abbreviated legal description:

☐ full legal on page(s) ____

34-34-2

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P 95944

BILL OF SALE

KATHLEEN M. NAISH, a widowed person, of SEATTLE, KING County, Washington, herein referred to as Seller for and in consideration of the sum of FIVE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$5,500.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, to JAMES P. JOHNCOX and PATRICIA J. JOHNCOX, husband and wife, in hand paid by them herein referred to as Purchaser, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and deliver unto Purchaser the following described personal property now located at in SKAGIT County, Washington:

**SKAGIT COUNTY PERSONAL PROPERTY TAX STATEMENT ACCOUNT
NUMBER 51040000230000 P95944**

**A STICK FRAME RECREATIONAL CABIN AND IMPROVEMENTS LOCATED
ON LOT 23 OF THE RAYMOND J. PAUL WATERFRONT TRACTS WITHIN
GOVERNMENT LOT 3, SECTION 34, T. 34 N., R.2 E., WILLAMETTE
MERIDIAN, SKAGIT COUNTY, WASHINGTON**

TO HAVE AND TO HOLD the same to Purchaser's heirs, executors, administrators, and assigns forever. And Seller does for heirs, executors and administrators, covenant and agree to and with Purchasers, their heirs, executors, administrators and assigns, that Seller is the owner of said property, goods and chattels and has good right and full authority to sell the same, and Seller will warrant and defend the sale of said property, goods and chattels hereby made unto Purchaser, their heirs, executors, administrators and assigns, against all and every person and persons whomsoever lawfully claiming or to claim the same.

BILL OF SALE - 1
Naish.Johncox\bill of sale.dot

Offices
Of Eric R. Vargas
1217 South 40th Avenue
Yakima, Washington 98908
Telephone (509) 972-9862



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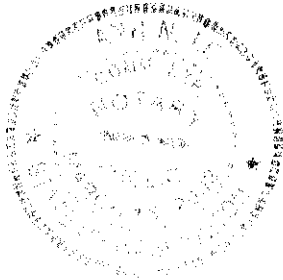
DATED this 02 day of October, 2006.

Kathleen M. Naish
KATHLEEN M. NAISH, Seller

STATE OF WASHINGTON)
County of SKAGIT KIRKP) ss.

On this day personally appeared before me KATHLEEN M. NAISH, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 02 day of Oct, 2006.



[Signature]
Notary Public in and for the State of
Washington, residing in Seattle WA
My Commission Expires: Nov 15 2009

P95944
(Parcel #)

#5621

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 31 2006

Amount Paid \$ 102.90
Skagit Co. Treasurer
By [Signature] Deputy

BILL OF SALE - 2
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5-5445
10-61

FEE: \$30.00
RENT: \$1,250.00
BOND: \$1,250.00

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

Real Property Map
Tenure &gmt.
Lessee
Lessor

LEASE

Swinomish - 37
Allotment No. Raymond J. Paul

Lease No. 7715

PUGET SOUND

Indian Agency

Contract No.

THIS CONTRACT, made and entered into this 30th 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

Richard E. & Kathleen M. Naish

504 No. 117th

Seattle, WA 98133

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(§) 23 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 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	\$1,250.00 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.

In the event of the death of any of the owners to whom, under the terms of this lease, rentals remaining due and payable shall be paid to the official of the land leased premises. This provision is applicable only while the leased premises

While the leased premises are in trust or restricted status, the Secretary, upon the direct rental payment provisions of this lease in which the Bureau of Indian Affairs having jurisdiction over the leased premises.



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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 building permit if the Planning commission so rules.
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.
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 not 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 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 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.
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 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.
22. Septic and water systems shall meet Tribal standards which are the same as those administered by Skagit County Health Department.



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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):

Ron Edge
P. O. Susan Edge

Ron Edge
P. O. Susan Edge

P. O. _____

P. O. _____

P. O. _____

P. O. _____

P. O. _____

P. O. _____

P. O. _____

P. O. _____

Approved December 22, 19 82

Richard E. Naish

Richard E. Naish
504 No. 117th
Seattle, WA 98133

Lessee.

Kathleen M. Naish
Kathleen M. Naish

Lessee.

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

Lessor.

Robert G. Swinomish
Chairman,
Swinomish Indian Senate
P.O. Box 817
LaConner, WA 98257

32/96

Lessor.

Lessor.

Lessor.



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

Lessor.

Lessor.

Robert G. Swinomish
Superintendent
Puget Sound Agency

Approving Official.

COPY FOR YOUR
INFORMATION

Return Address

ESCROW NO.
FILED FOR RECORD AT REQUEST OF

Grantor/borrower:
Grantee/assignee/beneficiary:
Abbreviated Legal:

Additional legal(s) on page: _____
Assessor's Tax Parcel Number(s): _____

Ad. Fee: \$105
Bond: \$5040
Rent: \$5040

5-5444
(May 1948)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

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, bondman and lessor before a district farmer.

Lease No. 7715,82-07

Allotment No. 122-37

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 Skagit
Lot 23 of the Raymond J. Paul Waterfront Tracts within Govt. Lot 3

The undersigned, lessee of the _____ Qr., Sec. 34, Twp 34 N, R. 2 EAST
after having first been duly sworn according to law states that the lease in question was drawn to expire
June 30th 2007; 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 James Patrick Johncox and Patricia J. Johncox of 18325 130th Ave. SE Renton, WA 98058 and that if

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

Subscribed and sworn to before me at _____, this _____ day of _____, 19____

My commission expires _____, 19____

Notary Public.



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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.

(Bondsman)
The above-named assignee hereby accepts this assignment and agrees to fulfill all obligations, conditions, and stipulations contained in said lease.

Patricia Joan Johncox
Subscribed and sworn to before me at _____, this _____ day of _____, 19____.

My commission expires _____, 19____.

16-45000-1

Notary Public.

The lease is current through 6/30/98. A payment of \$5040 for the 7/1/98 through 6/30/99 period is due July 1st, 1998.

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.

(Lessee's Bondsman)
Francis Peters 3-31-98
(Lessor)

(Lessor)
Francis Peters

(Lessee's Bondsman)
Brian Cladoosby 3/31/98
(Lessor)

(Lessor)
Brian Cladoosby/Swinomish Tribe

STATE OF _____, COUNTY OF _____, ss:

Subscribed and sworn to before me at _____ this _____ day of _____, 19____.

Clerk, District Farmer, or Notary.

My commission expires _____, 19____.

Puget Sound Agency, _____

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

Monica Sampson
Agency Clerk.

The foregoing assignment is hereby approved, effective _____

April 3, 1998

Justin R. Jepsen
Officer in charge Agency.

for William A. Black
Superintendent, Puget Sound Agency



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