



201007060227
Skagit County Auditor

7/6/2010 Page

1 of

6 3:46PM

Document Title: Lease

Reference Number:

Grantor(s):

☐ additional grantor names on page ____

- | | |
|--------------------|----------------------|
| 1. Lorraine Loomis | 3. C. Marvin Wilbur |
| 2. Vince Wilbur | 4. Claude Wilbur Sr. |

Grantee(s):

☐ additional grantee names on page ____

1. John Carl Grossglass
- 2.

Abbreviated legal description:

☐ full legal on page(s) ____

Ptn N2 Lt 8 24-34-2 etal

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P20707
P129171/P81181

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 06 2010

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

5-5445
10-61

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

Fee:

LEASE

122 21-A

Allotment No.

Lease No. 8720 06-56

Contract No.

PUGET SOUND Indian Agency

THIS CONTRACT, made and entered into this day of, 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 John Grossglass

11243 Smokehouse Road

LaConner, WA 98257

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:

A portion of Trust Parcel 122 21-A .29 acres more or less described in the

attached narrative legal description: See Attachment A

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

containing .29 acres, more or less, for the term of 50 years, beginning on the 1st day

of January 2005, to be used only for the following purposes:

Recreation and homesite lease from mother and uncles

Amount Paid \$
By Skagit Co. Treasurer
Deputy

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

TO—	DATE DUE	AMOUNT
1/01/06 - 12/31/2056	No Fee Lease	Fair Annual Rent Waived

All Parties Agree To Waive Rent
For 50 Years Related To Use of
.29 Acres

To Facilitate Long Term Leasehold Mortgage Opportunities & Financed Improvements

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.



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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 building 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 or she will not use or cause to be used any part of said premises for any unlawful conduct of purpose.
4. **Subleases of 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 that any payment not made by the anniversary date of said lease shall accrue interest at the rate of 18% until payment is made in full.
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 of 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, Delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise here from, 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. Lessee will be charged \$15.00 for any and all notice of violations given by Bureau of Indian Affairs.
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) 14 has (have) been added hereto and by reference is (are) made a part hereof.
14. **Fair Annual Rent (FAR)** – FAR is waived for 50 years, beginning 1/01/06.



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ATTACHMENT "A"

A Portion of 122 21-A described as:

That portion of the north half of Lot 8, Section 24, Township 34 North, Range 2 East, described as follows:

Commencing at the southwest corner of Lot 8, thence north along the west line of said lot 632.70 feet to the POB at a point on the approximate south line of the north half of lot 8, thence north along the west line of said lot 140.20 feet, thence south $89^{\circ}46'56''$ east 98.40 feet to the westerly margin of Smokehouse Road, thence southwesterly along the northwest margin of said road to the approximate south line of the north half of said lot 8, thence north $89^{\circ}46'56''$ west 68.11 feet to the POB, containing 0.29 acres more or less (except that portion, if any, lying in the south half of Lot 8).

Subject to easement documented on file with Chief, Title and Records Section, Bureau of Indian Affairs Portland Area Office, Portland, Oregon.



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

31st day of January, 2006

Witnesses (two to each signature):

Amie Beasley

John Grossglass
John Grossglass Lessee

Lorraine Loomis

Lorraine Loomis
Lorraine Loomis Lessor

Amie Beasley

Vince Wilbur
Vince Wilbur Lessor

Amie Beasley

C. Marvin Wilbur
C. Marvin Wilbur Lessor

Amie Beasley

Claude Wilbur Sr.
Claude Wilbur Sr. Lessor

Approved

2/3/06

Realty Staff, Puget Sound Agency
Swinomish Tribal Community

Superintendent, Puget Sound Agency



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5-5442

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

CANCELLATION

122 21-A
Allotment No. T. B.
8061 88-13
Lease No. Page:

The Trust Landowners of 122 21-A

It is hereby agreed by and between

Lessors ~~XXXX~~ and Johnny Grossglas (Nephew & Son), lessee,
and bondsmen, and
bondsmen, that Lease No. 8061 88-13 covering ~~the~~ 29 acres
of the Charles Sheateate allotment of the Swinomish Reservation

be canceled for the following reasons: To facilitate a new 50 year lease beginning 1/1/06
waiving Fair Annual Rent for 50 years.

Lessee: Johnny Grossglass

John Grossglass
Lessor: C. Marvin Wilbur

C. Marvin Wilbur

Lessor: Vince Wilbur

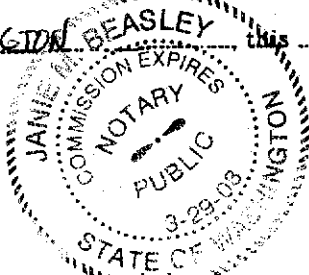
Vince Wilbur
Lessor: Claude Wilbur Sr.

Claude Wilbur Sr.
Lessor: Lorraine Loomis

Lorraine Loomis

Subscribed and sworn to before me, a notary public in and for the county of SKAGIT,

State of WASHINGTON this 31st day of January, 2006



Janie M. Beasley
District Farmer or Notary Public.

The within cancellation 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.

Indith K. Joseph
Superintendent



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