



201302280162

Skagit County Auditor

2/28/2013 Page

1 of

21 4:23PM

**WHEN RECORDED RETURN TO:**

Bureau of Indian Affairs  
2707 Colby Avenue, Suite 1101  
Everett, WA 98201-3665

LAND TITLE OF SKAGIT COUNTY

144716-0AE

**DOCUMENT TITLE(S):**

Ground Lease

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

**GRANTORS:**

BIA and Public

**GRANTEE:**

PAMELA DOWLER POWELL, A MARRIED WOMAN AS HER SEPARATE ESTATE

**ABBREVIATED LEGAL DESCRIPTION:**

Lot 38, Cobahud Waterfront Tracts; Ptn Gov Lot 4, 34-34-2 E W.M.

**TAX PARCEL NUMBER(S):**

P129619/5103-000-038-0000

**U.S. DEPARTMENT OF THE INTERIOR**

**Bureau of Indian Affairs**

**Residential Ground Lease**

Rent: \$9,000.00

Bond: \$9,000.00

Fee: \$270.00

Tideland Fee: \$10.00

Lease No. 122 2092251363 HS

Lot No. 38

Allotment No. 122 39 Cobahud

THIS CONTRACT, made and entered into this 31st day of January 2013 by and between the Indian or Indians named below hereinafter called the "Lessor" and

Name(s): Pamela Dowler Powell

Address: 1020 Alix Street

New Orleans, LA 70114

Permanent Address: "Please List"

17892 Cobahud Road, LaConner, WA 98257

Hereinafter called the "Lessee(s)" with the approval of the Secretary of the Interior or his authorized representative, in accordance with and subject to the provisions of existing law and the regulations (25 CFR 162) which by reference are made a part hereof.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2013705  
FEB 28 2013

Amount Paid \$ 789.34  
By MG Skagit Co. Treasurer  
Deputy



201302280162  
Skagit County Auditor

**WITNESETH:**

- A. That the Lessor, in consideration of the rents, covenants and agreements hereinafter provided, does hereby lease to the Lessee certain real property on the Swinomish Indian Reservation, Skagit County, Washington, described on the attached Exhibit "A" which by this reference is incorporated herein as though set forth in full, subject to all easements and uses now in existence for rights-of-way and utilities, and reserving the Lessor the right to grant to any public utility or government authority, including that of the Swinomish Indian Tribal Community, as now or hereafter established or enacted, such rights-of-way over, across and under said real property for lines and other transmission facilities and appurtenances for electricity, gas, telephone, cable vision, water, sewer, drainage and similar public services and utilities and the right to enter said premises for the construction, maintenance, operation and repair of such facilities. To the extent possible, any future rights-of-ways will be granted in such a manner as to not adversely impact Lessee's use and enjoyment of the leased premises.
- B. To have and to hold said premises, together with the rights, easements, privileges and appurtenances belonging or pertaining thereto, to Lessee for the term of **Fifty (50) years** in return for Lessee's payment of annual rentals during the term of the lease. Said rentals shall be paid to the Secretary in advance on the 1st day of the term hereof and the 1st day of each and every June thereafter during said term, together with any adjustments, in amounts as are set forth in Section 1.
- C. Lessor hereby covenants with Lessee that upon payment of the rent and upon observance and performance by Lessee of all covenants and promises contained herein, Lessee shall peaceably hold and enjoy said premises for the leased term without hindrance or interruption by Lessor or any other person or persons lawfully claiming by, through or under it, except as herein expressly provided.

**Section 1 RENTALS**

- 1.1 Lessee agrees and covenants to pay without further demand to the Secretary the rent; without offset, demand or deduction for each and every lease year during the term hereof, payable in advance and in accordance with the amounts set forth below, and thereafter annually during the term of this Lease except as hereinafter provided for the same to be adjusted. **The effective date of the Lease shall be the February 1st, 2013.**
- 1.2 Lessee shall pay \$ 8,260.27 + \$10.00 Tideland Fee \_\_\_\_\_ as the first (pro rata July 1, 2013 to May 31, 2014) installment of annual rent. Beginning on June 1, 2014, lessee shall pay \$ 9,000.00 + \$10.00 Tideland Fee \_\_\_\_\_ as annual rent, subject to periodic adjustments as provided in Section 1.3.

Beginning in 2015, the annual rental amount will be adjusted according to revised Sections 1.3, and 1.4 set out below. For the year 2014 and forward, the annual rent will be due on June 1<sup>st</sup> of each year.

- 1.3 Rental Adjustment. Rent shall be adjusted every fourth year starting on June 1, 2015, for the remaining term of this lease. Except for years 2023, 2035, 2047, and 2059 rent will be



201302280162  
Skagit County Auditor

adjusted by increasing or decreasing the most recent annual rent by a percentage calculated as follows:

- a. The percentage change will be the median percentage change in the land portion of assessed value of the 253 waterfront and water view properties identified in the attached chart. Except for 2011, this percentage change will be the difference between (i) the assessed land values for the 253 properties as of the most recent year in which the annual rent was set for **Lease No. 122 2092251363 HS**, and (ii) the assessed land values for the 253 properties as of the year in which the adjustment is effective. For example, the adjustment effective on June 1, 2015, will be based on the median percentage change in the assessed land values between the Tax Years 2011 and 2015. For 2015, the adjustment will be based upon the median percentage change in the assessed land values between Tax Years 2011 and 2015.
- b. Skagit County's assessed Land Market values will be used to determine the percentage change in this process. The 253 parcels in the attached chart will be tracked to calculate that percentage change. If any of these parcels changes its use from residential it will be deleted from the list. If any parcel is subdivided, it will be deleted from the list for the next adjustment, but the newly created parcels will again be included on the list as soon as Skagit County tax assessments based upon two successive physical inspections of each parcel are known.

**1.4 Rental Adjustment.** For the years 2023, 2035, 2047 and 2059, the Bureau of Indian Affairs will adjust the rent using an appraisal to determine fair annual rent of the leased lot. The appraiser shall follow the Uniform Standards of Professional Appraisal Practice (USPAP).

**1.5 Late Charge:** If the Lessee has not paid the full amount of any rental or other charge or payment due. Interest will be charged at the rate of **(18%)** from the date payment was due, until said payment, including all late charges, are paid. **You will also be charged \$15.00 for any notice the BIA issues with respect to non-payment of rent or any other lease violation.**

**1.6 Rental Payment:** The rents called for herein shall be paid without prior notice or demand. Payment shall be made payable to the "**Bureau of Indian Affairs**" in the form of a **cashier's check or money order**. All rentals due hereunder shall be mailed to:

**BIA – Puget Sound Agency  
Dept. C 162  
P.O. Box 9000  
Farmington, MO 63640-3819**

**1.7 Lease Administrative Fee:** Lessee will pay an administrative fee to the Bureau of Indian Affairs, which shall be used to maintain BIA lease management records. Lessee will pay an administrative fee on approval of each lease, sublease, assignment, transfer, renewal, extension or modification requested by the Lessee. The fee will be assessed at 3% of your annual lease payment. In no event shall the fee be less than \$10.00 nor exceed \$500.00



201302280162

Skagit County Auditor

## **Section 2      PAYMENT OF TAXES AND ASSESSMENTS**

- 2.1 Lessee will pay before they become delinquent any and all real, leasehold and/or personal property taxes and assessments of every description to which said premises or any part thereof or any improvement thereon, or to which Lessor or Lessee, in respect thereof, are now or may, during said term, be assessed or become liable, whether assessed to or payable by Lessor or Lessee; PROVIDED HOWEVER, that with respect to any assessment made under any betterment or improvement law or special assessment which may be payable in installment. Lessee shall be required to pay only such installments, together with interest, as shall become due and payable during said term.

## **Section 3      PAYMENT OF RATES AND OTHER CHARGES**

Lessee will pay, before they become delinquent, all charges, duties, and rates of every description to which said premises or any part thereof or any improvement thereon, or to which Lessor or Lessee, in respect thereof, may, during said term, be assessed or become liable. This includes, but is not limited to, electricity, gas, garbage and refuse collection, telephone, cablevision, sewage disposal, water or any other utility services, whether made by any governmental authority or public or community service companies and whether assessed to or payable by Lessor or Lessee. All such services when required shall be promptly hooked-up or obtained at the Lessee's cost and expense unless otherwise agreed to in writing by the Lessor.

## **Section 4      OBSERVANCE OF LAW**

Lessee agrees they will not use or cause to be used any part of the leased premises for any unlawful conduct or purpose. Lessee will, at all times during the term of this Lease, observe and adhere to all laws, ordinances, rules and regulations now or hereafter adopted by the Swinomish Indian Tribal Community or any other lawful governmental authority, and will indemnify Lessor against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance by Lessee, it's guests and/or invitees of said laws, ordinances, rules and regulations or of this covenant.

## **Section 5      CONSTRUCTION, REPAIR AND MAINTENANCE**

- 5.1 Lessee will, during the term of this Lease and its own expense; repair, maintain and keep premises and all buildings and improvements now or hereafter built on the leased land in a decent, safe and sanitary condition.
- 5.2 Lessee covenants that he/she will, at all times; build, construct operate and maintain said premises strictly in accordance with all health and sanitation, electrical, plumbing and building codes, laws, regulations and ordinances of the Swinomish Indian Tribal Community and will pass inspection thereunder where required.
- 5.3 Lessee will, prior to the application and/or issuance of a building construction permit from the Swinomish Office of Planning and Community Development, obtain utility hook up authorization for water and sewer service from the Swinomish Utility Authority.
- 5.4 Lessee covenants that he/she will ensure that any improvements, including landscaping, constructed on the lease premises are within the lot boundary lines. In the event the Lessee



201302280162  
Skagit County Auditor

violates this provision, he/she shall be liable for all costs incurred in moving said improvements or pay the cost of leasing the additional lot or acreage on which Lessee has trespassed.

## **Section 6      RESIDENTIAL USE**

Lessee will use and allow the use of said premises for residential dwelling purposes only and will not, at any time during said term; erect, place, maintain or allow on said premises more than one single family dwelling (exclusive of a personal automobile garage and/or accessory buildings which, if an accessory building, shall not exceed 500 square feet provided a tribal building permit is first had and obtained), nor keep or allow to be kept on said premises any livestock including, but not limited to: poultry, rabbits or fowl, nor use nor allow the use of any building or structure on said premises as a tenement house, rooming house, apartment house, or for or in connection with the carrying on of any business, commerce or trade whatsoever; unless such business, commerce or trade is otherwise allowed by applicable Tribal zoning ordinances.

## **Section 7      CASUALTY**

In the event of partial or complete destruction of the improvements located upon the leased premises, Lessee shall within twelve (12) months, or sooner if such improvements are judged by the Swinomish Tribal Health Officer to be a risk or public health or safety, of the occurrence of the casualty causing said destruction either restore the improvements to habitable condition in accordance with all covenants and requirements of this Lease or remove all remainder and residues of the improvements from the premises and restore said premises to their natural condition and thereafter maintain the same in good order and condition to a standard equal to neighboring Lessee's care and upkeep of open spaces that is otherwise required by this Lease. In the event Lessee restores said partial or completely destroyed improvements to habitable condition, such restoration or rebuilding shall be done strictly in accordance with the restrictions, covenants and conditions contained in this Lease.

## **Section 8      INDEMNITY**

Lessee will defend, indemnify and hold Lessor harmless against all claims and demands for loss or damage, including property damage, personal injury and wrongful death, arising out of or in connection with the use and occupancy of said premises by lessee or any person claiming by, through or under Lessee, or any accident or fire on said premises by the act or neglect of the Lessee, its guest or invitees, or any nuisance made by the Lessee, its guests or invitees, or suffered thereupon or any failure by Lessee to keep said premises in a safe condition, and will reimburse Lessor for all its costs and expenses, including reasonable attorney fees, incurred in connection with the defense of any such claims, and will hold all goods, materials, furniture, fixtures, equipment, machinery and other property whatsoever on said premises at the sole risk of the Lessee and hold Lessor harmless from any loss or damage thereto by any cause whatsoever or caused thereby.

## **Section 9      LIENS**

- 10.1 **Consent Required:** Lessee will not assign this Lease in whole or part, nor sublet all or any part of the leased premises, except as provided in Section 10.2 without the approval of the Secretary and the prior written consent of Lessor in each instance, which consent shall not be unreasonably withheld. The consent by the Lessor to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition



201302280162

Skagit County Auditor

against assigning or subletting without prior written consent shall be construed to include prohibition against any assignment or subletting by operation of law. If this lease is assigned, or if the leased premises or any parts thereof are sublet or occupied by anybody other than Lessee, no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Lessee from further performance by Lessee of covenants on the part of the Lessee herein contained; furthermore, notwithstanding any assignment or sublease, Lessee shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease; PROVIDED, HOWEVER, that in the event the Lessor approves an assignment for the entire balance of the Lessee's term then remaining, such act shall constitute a release of the Lessee from performing any of the then remaining terms, covenants and conditions of the lease.

Any oral sub-tenancy created by Lessee for a single, nonconsecutive term of occupancy of less than nine (9) months is exempted from the requirements of consent and fees contained herein; however, the Lessee shall in such event of the creation of any oral sub-tenancy notify the Lessor and the Bureau of Indian Affairs in writing of the name, term and prior terms of such person or persons without delay. Subleases shall not relieve the sublessor from any liability nor diminish any supervisory authority of the Secretary provided for under this Lease.

10.2 **Consent to Mortgage:** The Lessee may from time to time, without further consent, provided the encumbrance instrument has been approved by the Secretary, assign this lease by way of mortgage and/or encumbrance to any bank, insurance company or other established lending institution for borrowing capital for the sole purposes of:

- a. The construction, maintenance, enlargement and/or betterment of the premises and/or leasehold improvements located thereupon; or
- b. The bona fide sale or purchase of the leasehold interest and/or leasehold improvements located thereupon.

A mortgage and/or encumbrance instrument to secure a refinancing of a loan for the purposes described in Section 10.2(a) and Section 10.2(b) shall also fall within this consent.

In addition, the Lessee or the mortgagee or assignee, shall deliver a true copy of such mortgage or encumbrance and of any assignment thereof to the Lessor and the Bureau of Indian Affairs of the address of the mortgagee or encumbrancer to which notice may be sent, and the mortgagee, encumbrancer, or its assigns, may cause the lease, and the mortgage or encumbrance, or either of them to be recorded in the office of the Auditor of Skagit County, Washington.

If a sale or foreclosure under the approved mortgage or encumbrance occurs and the mortgage or encumbered is the purchaser, he may enforce such mortgage or encumbrance and acquire title in any lawful way to the leasehold and any of the mortgaged or encumbered improvements placed thereon and assign the leasehold interest without the approval of the Secretary or the consent of the other parties to the Lease, PROVIDED that the assignee accepts and agrees in writing to be bound by all the terms, conditions and covenants of this Lease. If the purchaser is a party other than the encumbrancer, approval by the Secretary of any assignments will be required, and such purchaser will be bound by the terms of this Lease and will assume in writing all the obligations hereunder.

10.3 **Standards for Consent:** The following standards applicable to lease assignments or subletting as specified in Section 10.1, among other such reasonable ones, may be considered by Lessor in



201302280162

Skagit County Auditor

determining whether or not to approve a requested assignment or subletting of all or any part of the leased premises as specified in Section 10.1:

- a. Credit rating and financial ability and resources of assignee or subtenant.
- b. Similarity of proposed assignee's or subtenant's relative ability to care, repair, improve or otherwise maintain the premises and its improvement(s).
- c. The conformity of the proposed use of the leased premises by the proposed assignee or subtenant with the use permitted herein.

- 10.4 **Procedure:** No such assignment or sublease shall be effective to transfer any interest in this Lease unless the Lessor, Tribal Realty Office and the Secretary shall have first received true executed copies of such proposed transfer, assignment or sublease, and all papers, documentation and other materials relating to the transfer of any interest in improvements located upon the leased premises, including the gross sales price or other consideration or value of the transfer of any interest of the Lessee in the leased premises and improvements located thereon. If consent is refused, then upon the request of the Lessee, the Lessor and/or Secretary will give its reasons for such refusal.

## **Section 11      DEFAULT**

- 11.1 It is mutually understood and agreed that if any defaults are made in the payment of rental herein provided or in the performance of the covenants, conditions, or agreement herein, or should Lessee fail to fulfill in any manner the uses and purposes for which said leased premises are leased as stated, and such default shall not be cured within ten (10) days after written notice thereof if default is in the payment of rent or payment of any fee or charge required herein, or sixty (60) days after written notice thereof if default in the performance of any other covenant, condition or agreements, the Secretary shall have the right to immediately cancel this Lease; and in the event of such cancellation, Lessee shall have no further rights hereunder and Lessee shall thereupon without delay remove themselves, invitees, and its personal effects and belongings excluding that personal property consisting of the Lessee's improvements, dwellings, and structures, the removal for which is otherwise provided for in this Lease, from the leased premises and shall have no further right to claim thereto, and the Lessor shall have the absolute right, without recourse to the courts, to reenter and take possession of the leased premises. The Lessor shall further have all other rights and remedies as provided by law, including without limitation the right to recover damages from Lessee in the amount necessary to compensate the Lessor for all the detriment proximately caused by the Lessee's failure to perform the obligations under the Lease or which, in the ordinary course of things, would be likely to result therefrom, including but not limited to attorney fees, storage charges, and costs and expenses of reletting, and rent for the balance of the term of this lease) to the extent not received by Lessor through reletting the premises).
- 11.2 It is further agreed that the Lessor shall afford any mortgagee or beneficiary in any deed of trust, mortgage, or other security instrument the right to cure any default by Lessee within said time periods stated above after written notice to said beneficiary and to any encumbrancer as provided herein, so long as the Lessee has complied with notice requirements in Section 10.2. The time periods to cure shall be computed from the date of receipt by said beneficiary by certified mail of such notices from the Lessor, or it returned unclaimed, the date the certified mail is returned to the Superintendent of Puget Sound Agency, Bureau of Indian Affairs.

  
201302280162  
Skagit County Auditor



11.3 In the event of the cancellation of this Lease pursuant to the provisions in this Section (11), the Lessor shall have any rights to which it would be entitled in event of the expiration or sooner cancellation of this Lease.

11.4 Lessor shall be and hereby is, granted a lien and security interest, subject to and subordinate to any mortgage or encumbrance permitted and approved under Section 10.2, on all buildings and other improvements place upon the premises by the Lessee and in all rents from such buildings and other improvements and all appurtenances attached thereto kept or used on the premises, whether such property is exempt from execution or not, to secure the payment of rent or other sums due the Lessor under the provisions of this Lease and to secure performance of all other obligations of Lessee hereunder. The Lessee shall assist the Lessor in perfecting such personal property security interest by executing when required by Lessor all necessary financing statements.

## **Section 12 PERMITS AND RIGHT-OF-WAYS**

12.1 Lessor does hereby give and grant unto Lessee access for ingress and egress to the premises hereby leased over and upon any roadways now or hereafter established by the Lessor, subject to Swinomish Tribal laws, rules, regulations and fees regarding tideland access. Lessee may also use, for the purpose of access to Skagit Bay, all public roads, paths and beaches. Such access shall be nonexclusive, to be used in common with other Lessees of the Lessor and members of the Swinomish Indian Tribal Community and said Tribal members' guests and invitees. Lessor specifically disclaims any intent or purpose to dedicate such public places to a public purpose and such use by Lessee is subject to reasonable rules and regulations as the Swinomish Indian Tribal Community may, from time to time, establish for the purposes of public health, safety and welfare, the protection of such ways and accesses and beaches, the exclusive and quiet enjoyment of adjoining and adjacent lands, and the protection, utilization and enjoyment of Swinomish Indian Tribal Community treaty fishing rights and ceremonial grounds.

12.2 In the establishment, construction, repair, maintenance and operation of public utilities as herein set forth, Lessee's use and enjoyment of the leased premises or the improvements located thereon shall not be interfered with except as is reasonably necessary in the course of said construction, operation, repair and maintenance, nor will such utilities be so located as to deprive the Lessee of use of the leased premises for residential purposes.

12.3 Lessee shall obtain written permission from the Secretary prior to removal of any trees or vegetation. No charge shall be incurred by the Lessee for the stumpage value of the forest products so removed as long as such products are made available to Lessor. Should Lessee wish to use products for his/her own personal use, the Lessee is responsible for paying stumpage value as determined by the Secretary. Lessor, Tribe and the BIA assume no responsibility for cost or removal of trees on leased, vacant or unleased land.

## **Section 13 REMOVAL and TITLE TO IMPROVEMENTS**

13.1 Structures, installations or improvements now existing or hereafter placed on the leased premises by Lessee are, shall be and remain personal property of the Lessee and shall be removed by Lessee within sixty (60) days after the expiration of the term of this Lease or sooner cancellation thereof, provided the terms and conditions of this lease are current. If the Lessee fails to completely remove such structures, installations, or improvements within sixty (60) days, title thereto shall then immediately vest in the Lessor subject to any existing encumbrance. Should the Lessor in his reasonable judgement be required to remove or demolish said improvements after



the expiration of the sixty (60) days time period, then the cost thereof shall be chargeable to the Lessee. Lessee's obligations in this subsection will not apply at the time an encumbrancer takes title at a foreclosure sale or via deed in lieu of foreclosure. Any other purchaser at a foreclosure shall be subject to the obligations in this subsection if his/her interest in the lease subsequently expire or are canceled.

- 13.2 Machines, appliances, equipment, furniture and fixtures of any kind now existing or hereafter placed on the leased premises by Lessee shall be removed by Lessee within sixty (60) days after the expiration of the term of this Lease or sooner cancellation thereof; PROVIDED, HOWEVER, Lessee agrees to repair any and all damages occasioned by the removal thereof. If any such machines, appliances, equipment, furniture, and trade fixtures are not removed within sixty (60) days after the cancellation of this Lease, the same may be considered abandoned and shall thereupon become the property of the Lessor without cost to the Lessor and without any payment to the Lessee; except that the Lessor, at its sole option, shall have the right to have the same removed and stored at the expense of the Lessee.
- 13.3 During any period of time employed by Lessee under this Section to remove structures, installations, improvements, machines, appliances, equipment, furniture, fixtures, Lessee shall pay rent to the Lessor in accordance with the Lease which rent shall be prorated.

#### **SECTION 14            BONDS**

- 14.1 Lessee will have a bond, Assignment of Savings, or other equivalent security as approved by the Secretary in place equal to one (1) years rent, for the entire term of the lease.



201302280162

Skagit County Auditor

## **Section 15 MISCELLANEOUS**

- 15.1 Acceptance of rent by Lessor shall not be deemed to be a waiver by it of any breach by Lessee of any covenant contained herein or of Lessor's right to reentry for breach of any condition or covenant.
- 15.2 Lessor's waiver of any breach by Lessee shall not operate to extinguish the term, covenant or condition, the breach for which it has been waived, nor be deemed a waiver of Lessor's right to declare a forfeiture or termination for any other breach thereof.
- 15.3 The words "Lessor" and "Lessee" used herein or any pronouns used in place thereof shall mean and include the masculine or feminine, the singular or plural, and jointly and severally, individuals or corporations, and their and each of their respective successors, executors, administrators, heirs and assigns, and this Lease, and the covenants, terms and conditions thereof shall be binding upon and insure to the benefit thereof.
- 15.4 Nothing contained in this Lease shall operate to delay or prevent a termination of the Federal trust responsibilities with respect to the leased premises during the term of this Lease; HOWEVER, such termination shall not abrogate this Lease.
- 15.5 While the lease premises are in trust or restricted status, all of the Lessee's obligations under this Lease, and the obligations of his sureties, are to the United States as well as the owner(s) of the land.
- 15.6 This Lease shall be valid and binding only after approval of the Secretary.
- 15.7 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 heretofore, but this provision shall be construed to extend to this contract if made with a corporation or company for its general benefit.
- 15.8 "Secretary" as used herein means the Secretary of the Interior or his authorized representative.
- 15.9 Lessee has access to Tribal tidelands subject to Swinomish Tribal Code 23, Tribal Tidelands, which can be found at <http://www.swinomish-nsn.gov/government/tribal-code.aspx>. Under this code, tidelands adjacent to the Pull & Be Damned area (Ray Paul Waterfront Tracts, Cobahud Waterfront Tracts, Capet Zalsiluce Waterfront Tracts, Dr. Joe Waterfront Tracts I and II) are identified as Zone H, and open to recreational uses by any person with lawful access.



201302280162  
Skagit County Auditor

## **EXHIBIT "A"**

### **Legal Description**

Lot 38 Cobahud Waterfront Tracts, recorded plat on file with the Bureau of Indian Affairs, Government  
Lot 4, Section 34, Township 34 North, Range 2 East, WM, Skagit County, Washington.

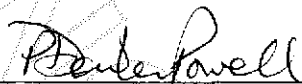
Swinomish Indian Reservation, Skagit County, State of Washington.



201302280162

Skagit County Auditor

I agree to these terms and conditions.



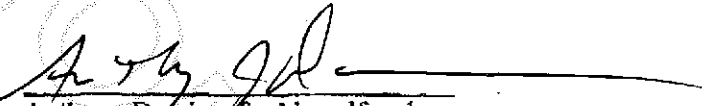
Pamela Dowler Powell  
1020 Alix Street  
New Orleans, LA 70114



201302280162  
Skagit County Auditor

2/28/2013 Page 13 of 21 4:23PM

**Allotment 122 39 Cobahud Waterfront -Trust Signatories:**

  
Anthony Damien, for himself and  
Shaun M. Damien, Walter Damien,  
Bertha W. Dan Jr., Ernestine (Bobb)  
Helbrick and Alma Damien  
4247 Morning Glory Road  
Colorado Springs, CO 80920  
(719) 282-0103  
*Ownership Represented 0.0962962962*

Helen Lewis, for herself and  
Brent Bob, Adrienne Terece Scates Hunter,  
Juliette D Scates, Tina Lawrence, Sandra  
Washington, Roni P Scates, Steven LaPointe  
Lawney C. LaPointe and Frances E. Bob  
2085 Lummi Shore Road  
Bellingham, Washington 98226  
(360)758-2255  
*Ownership represented: 0.1486111112*

John Stephens, POA for  
Ethel Marie Barber  
17337 Reservation Road  
La Conner, Washington 98257  
(360) 466-7216  
*Ownership represented: 0.1444444444*

Jennie A. Nguyen, for herself and  
Ivan C. Willup Jr., Ivan C. Willup Sr.,  
Patrick T. Willup, and Brenda S. Bobb  
1811 N 35<sup>th</sup> Street  
Mount Vernon, Washington 98273  
(360) 202-2557  
*Ownership represented: 0.0604166663*

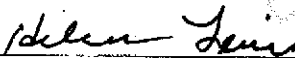


201302280162  
Skagit County Auditor

2/28/2013 Page 14 of 21 4:23PM

**Allotment 122 39 Cobahud Waterfront -Trust Signatories:**

Anthony Damien, for himself and  
Shaun M. Damien, Walter Damien,  
Bertha W. Dan Jr., Ernestine (Bobb)  
Helbrick and Alma Damien  
4247 Morning Glory Road  
Colorado Springs, CO 80920  
(719) 282-0103  
*Ownership Represented 0.0962962962*

  
Helen Lewis, for herself and  
Brent Bob, Adrienne Terece Scates Hunter,  
Juliette D Scates, Tina Lawrence, Sandra  
Washington, Roni P Scates, Steven LaPointe  
Lawney C. LaPointe and Frances E. Bob  
2085 Lummi Shore Road  
Bellingham, Washington 98226  
(360)758-2255  
*Ownership represented: 0.1486111112*

Ethel Marie Barber, for herself  
17536 1<sup>st</sup> Street  
La Conner, Washington 98257  
(360) 630-5229  
*Ownership represented: 0.1444444444*

Jennie A. Nguyen, for herself and  
Ivan C. Willup Jr., Ivan C. Willup Sr.,  
Patrick T. Willup, and Brenda S. Bobb  
1811 N 35<sup>th</sup> Street  
Mount Vernon, Washington 98273  
(360) 202-2557  
*Ownership represented: 0.0604166663*



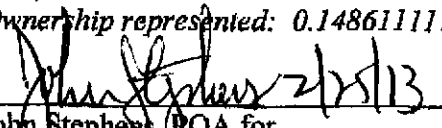
201302280162  
Skagit County Auditor

2/28/2013 Page 15 of 21 4:23PM

**Allotment 122 39 Cobahud Waterfront -Trust Signatories:**

Anthony Damien, for himself and  
Shaun M. Damien, Walter Damien,  
Bertha W. Dan Jr., Ernestine (Bobb)  
Helbrick and Alma Damien  
4247 Morning Glory Road  
Colorado Springs, CO 80920  
(719) 282-0103  
*Ownership Represented 0.0962962962*

Helen Lewis, for herself and  
Brent Bob, Adrienne Terece Scates Hunter,  
Juliette D Scates, Tina Lawrence, Sandra  
Washington, Roni P Scates, Steven LaPointe  
Lawney C. LaPointe and Frances E. Bob  
2085 Lummi Shore Road  
Bellingham, Washington 98226  
(360)758-2255  
*Ownership represented: 0.1486111112*

  
John Stephens, POA for  
Ethel Marie Barber  
17337 Reservation Road  
La Conner, Washington 98257  
(360) 466-7216  
*Ownership represented: 0.1444444441*

Jennie A. Nguyen, for herself and  
Ivan C. Willup Jr., Ivan C. Willup Sr.,  
Patrick T. Willup, and Brenda S. Bobb  
1811 N 35<sup>th</sup> Street  
Mount Vernon, Washington 98273  
(360) 202-2557  
*Ownership represented: 0.0604166663*



201302280162  
Skagit County Auditor

2/28/2013 Page 16 of 21 4:23PM



**Allotment 122 39 Cobahud Waterfront -Trust Signatories:**

---

Anthony Damien, for himself and  
Shaun M. Damien, Walter Damien,  
Bertha W. Dan Jr., Ernestine (Bobb)  
Helbrick and Alma Damien  
4247 Morning Glory Road  
Colorado Springs, CO 80920  
(719) 282-0103  
*Ownership Represented 0.0962962962*

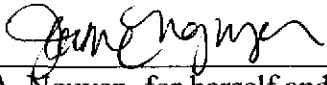
---

Helen Lewis, for herself and  
Brent Bob, Adrienne Terece Scates Hunter,  
Juliette D Scates, Tina Lawrence, Sandra  
Washington, Roni P Scates, Steven LaPointe  
Lawney C. LaPointe and Frances E. Bob  
2085 Lummi Shore Road  
Bellingham, Washington 98226  
(360)758-2255  
*Ownership represented: 0.1486111112*

---

Ethel Marie Barber, for herself  
17536 1<sup>st</sup> Street  
La Conner, Washington 98257  
(360) 630-5229  
*Ownership represented: 0.1444444444*

---

  
Jennie A. Nguyen, for herself and  
Ivan C. Willup Jr., Ivan C. Willup Sr.,  
Patrick T. Willup, and Brenda S. Bobb  
1811 N 35<sup>th</sup> Street  
Mount Vernon, Washington 98273  
(360) 202-2557  
*Ownership represented: 0.0604166663*



201302280162  
Skagit County Auditor

2/28/2013 Page 17 of 21 4:23PM

122 39 Cobahud Allotment Signatories continued..



Judith B. Joseph, Superintendent  
*Estate of Dean Perry Dan, Joseph T. Sias  
and Delores J. Harry*  
Bureau of Indian Affairs  
Puget Sound Agency  
2707 Colby Avenue Suite 1101  
Everett, Washington 98201  
(425) 258-2651, ext. 231  
Per 25 CFR 162.601  
*Ownership represented: 0.1337191358*

**Total Percentage: 0.5834876539**

The lease 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.

Approved pursuant to 209 DM 8, 230 DM 1, 3 IAM 4, 4A and 25 CFR Part 162.

Date

2/27/13

  
Superintendent  
Puget Sound Agency



201302280162  
Skagit County Auditor

2/28/2013 Page 18 of 21 4:23PM

Area	Pnumber
ShelterBay	P69080
ShelterBay	P69081
ShelterBay	P69082
ShelterBay	P69083
ShelterBay	P69084
ShelterBay	P69085
ShelterBay	P69086
ShelterBay	P69087
ShelterBay	P69089
ShelterBay	P69090
ShelterBay	P69091
ShelterBay	P69092
ShelterBay	P69093
ShelterBay	P69094
ShelterBay	P69095
ShelterBay	P69096
ShelterBay	P69097
ShelterBay	P69098
ShelterBay	P69099
ShelterBay	P69100
ShelterBay	P69101
ShelterBay	P69102
ShelterBay	P69103
ShelterBay	P69104
ShelterBay	P69105
ShelterBay	P69106
ShelterBay	P69107
ShelterBay	P69108
ShelterBay	P69109
ShelterBay	P69110
ShelterBay	P69112
ShelterBay	P69113
ShelterBay	P69114
ShelterBay	P69115
ShelterBay	P69116
ShelterBay	P69117
ShelterBay	P69118
ShelterBay	P69119
ShelterBay	P69120
ShelterBay	P69121
ShelterBay	P69122
ShelterBay	P69123
ShelterBay	P69124
ShelterBay	P69125
W.Shore	P20575
W.Shore	P20577
W.Shore	P20579
W.Shore	P20580
W.Shore	P20581
W.Shore	P20582
W.Shore	P20583
W.Shore	P20585
W.Shore	P20587
W.Shore	P20588
W.Shore	P20589
W.Shore	P20590
W.Shore	P20591

Area	Pnumber
W.Shore	P20592
W.Shore	P20593
W.Shore	P20595
W.Shore	P20596
W.Shore	P20597
W.Shore	P20598
W.Shore	P20599
W.Shore	P20600
W.Shore	P20601
W.Shore	P20602
W.Shore	P20611
W.Shore	P20613
W.Shore	P20614
W.Shore	P20615
W.Shore	P20616
W.Shore	P20617
W.Shore	P20618
W.Shore	P20619
W.Shore	P20620
W.Shore	P20621
W.Shore	P20622
W.Shore	P20623
W.Shore	P20624
W.Shore	P20625
W.Shore	P20626
W.Shore	P20627
W.Shore	P20628
W.Shore	P20629
W.Shore	P20630
W.Shore	P20631
W.Shore	P20632
W.Shore	P20634
W.Shore	P20635
W.Shore	P20638
W.Shore	P20639
W.Shore	P20744
W.Shore	P20745
W.Shore	P20746
W.Shore	P20747
W.Shore	P20748
W.Shore	P20749
W.Shore	P20750
W.Shore	P20751
W.Shore	P20753
W.Shore	P20754
W.Shore	P20755
W.Shore	P20765
W.Shore	P20766
W.Shore	P20768
W.Shore	P20769
W.Shore	P20770
W.Shore	P20773
W.Shore	P20782
W.Shore	P20783
W.Shore	P20812
W.Shore	P20814
W.Shore	P20815

Area	Pnumber
W.Shore	P65266
W.Shore	P65267
W.Shore	P65268
W.Shore	P65269
W.Shore	P65270
W.Shore	P65271
W.Shore	P65272
W.Shore	P65276
W.Shore	P66246
W.Shore	P66247
W.Shore	P69160
W.Shore	P69161
W.Shore	P69162
W.Shore	P69163
W.Shore	P69164
W.Shore	P69165
W.Shore	P69166
W.Shore	P69167
W.Shore	P69168
W.Shore	P69169
W.Shore	P69170
W.Shore	P69171
W.Shore	P69172
W.Shore	P69173
W.Shore	P69175
W.Shore	P69177
W.Shore	P69178
W.Shore	P69179
W.Shore	P69180
W.Shore	P69181
W.Shore	P69182
W.Shore	P69183
W.Shore	P69184
W.Shore	P69185
W.Shore	P69186
W.Shore	P69187
W.Shore	P69188
W.Shore	P69189
W.Shore	P69190
W.Shore	P69191
W.Shore	P69192
W.Shore	P69193
W.Shore	P69194
W.Shore	P69195
W.Shore	P69196
W.Shore	P69197
W.Shore	P69198
W.Shore	P69199
W.Shore	P69200
W.Shore	P69202
W.Shore	P69204
W.Shore	P69205
W.Shore	P69206
W.Shore	P69207
W.Shore	P69208
W.Shore	P69605
W.Shore	P69606

Area	Pnumber
W.Shore	P69608
W.Shore	P69609
W.Shore	P69611
W.Shore	P69612
W.Shore	P69613
W.Shore	P69614
W.Shore	P69620
W.Shore	P69621
W.Shore	P69622
W.Shore	P69626
W.Shore	P69627
W.Shore	P69633
W.Shore	P69634
W.Shore	P69636
W.Shore	P69639
W.Shore	P69640
W.Shore	P69641
W.Shore	P69642
W.Shore	P69643
W.Shore	P69644
W.Shore	P69645
W.Shore	P69646
W.Shore	P69649
W.Shore	P69653
W.Shore	P69654
W.Shore	P69656
W.Shore	P69657
W.Shore	P69658
W.Shore	P69661
W.Shore	P69663
W.Shore	P69669
W.Shore	P69670
W.Shore	P69672
W.Shore	P69674
W.Shore	P69675
W.Shore	P69676
W.Shore	P69678
W.Shore	P69679
W.Shore	P69680
W.Shore	P69681
W.Shore	P69683
W.Shore	P69685
W.Shore	P69686
W.Shore	P69687
W.Shore	P69690
W.Shore	P69691
W.Shore	P69692
W.Shore	P70205
W.Shore	P70206
W.Shore	P70207
W.Shore	P70208
W.Shore	P70209
W.Shore	P70210
W.Shore	P70211
W.Shore	P70212
W.Shore	P70213
W.Shore	P70214

Area	Pnumber
W.Shore	P70215
W.Shore	P70216
W.Shore	P70217
W.Shore	P70218
W.Shore	P70219
W.Shore	P70220
W.Shore	P70221
W.Shore	P70222
W.Shore	P70223
W.Shore	P70224
W.Shore	P70225
W.Shore	P70226
W.Shore	P70227
W.Shore	P70230
W.Shore	P70231
W.Shore	P70232
W.Shore	P70233
W.Shore	P70234
W.Shore	P70235
W.Shore	P70236
W.Shore	P70237
W.Shore	P70239
W.Shore	P77681
W.Shore	P77682
W.Shore	P77683

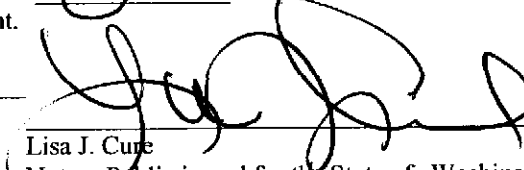


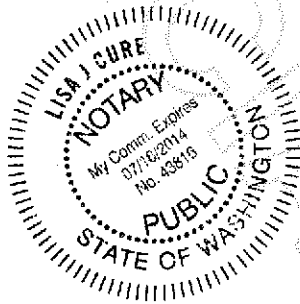
201302280162  
Skagit County Auditor

State of Washington  
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Pamela Dowler Powell  
the person(s) who appeared before me, and said person(s) acknowledged that he/she/they  
signed this instrument and acknowledge it to be his/her/their free and voluntary act for the  
uses and purposes mentioned in this instrument.

Dated: February 8, 2013

  
\_\_\_\_\_  
Lisa J. Cure  
Notary Public in and for the State of Washington  
Residing at: Mount Vernon  
My appointment expires: July 16, 2014



201302280162  
Skagit County Auditor

A leasehold interest and improvements located on or in the following described property:

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

Beginning at a point on the East line of said Section 3, North  $2^{\circ}31'$  West a distance of 550 feet from the Southeast corner thereof;  
thence continue North  $2^{\circ}31'$  West a distance of 50 feet;  
thence South  $89^{\circ}47'$  West to the line of ordinary high tide on Skagit Bay;  
thence Southerly along said line to a point that bears South  $89^{\circ}47'$  West from the Point of Beginning;  
thence North  $89^{\circ}47'$  East to the Point of Beginning.

EXCEPT that portion of said premises lying East of the following described line:

Beginning at a point on the South line of said Section South  $89^{\circ}47'$  West a distance of 131.2 feet from the Southeast corner thereof;  
thence North  $4^{\circ}00'$  West a distance of 905.4 feet to the terminus of this line description.

(Also known as Tract 38 of the unrecorded plat of "COBAHUD WATERFRONT TRACTS – SWINOMISH RESERVATION, SKAGIT COUNTY, WASHINGTON") on file with the U.S. Department of the Interior Bureau of Indian Affairs, Western Washington Indian Agency, Everett, Washington.

Situate in the County of Skagit, State of Washington.



201302280162  
Skagit County Auditor