



201605130007

WHEN RECORDED RETURN TO:

Land Title and Escrow Company
3010 Commercial Avenue
Anacortes, WA 98221

Skagit County Auditor

\$78.00

5/13/2016 Page

1 of

6 9:18AM

DOCUMENT TITLE(S):

Assignment/Modification of Lease

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

201605130006

GRANTORS:

Jack Miller

Land Title and Escrow

GRANTEE:

Michael Skjei
Linda Skjei

accommodation
only

ABBREVIATED LEGAL DESCRIPTION:

Lot 21, Capet Zalsiluce Waterfront Home Sites, Gov Lot 1, Sec 3, Twn 33N, R 2E

TAX PARCEL NUMBER(S):

P110709/5105-000-021-0000

Contract/Lease No. 122 2088060656 HS
Annual Rent \$7500.00 + \$10.00 Tideland Fee
Admin Fee: \$225.00

UNITED STATES

**DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
ASSIGNMENT/MODIFICATION OF LEASE**

ALLOTMENT: 122 41

LEASE: 122 2088060656 HS

The Lessee(s) of Lot 21 of the Capet Zalsiluce Waterfront Tracts, within Government Lot 1, Section 3, Township 33 North, Range 2 East, Willamette Meridian, Skagit County, Washington on the Swinomish Reservation after having first been duly sworn according to law states that the lease in question was drawn to expire **November 30, 2056.**

that owing conditions over which they have no control can no longer continue to occupy the land lessees; that this lease was not originally negotiated with any idea or intention of disposing of same; that they hereby apply for permission to assign all right, title and interest, in and to said lease, to the following parties:

Michael and Linda Skjei , Husband and Wife
412 Lilac Drive
Mount Vernon, WA 98273

The subject lease is for 50 years and ends on November 30, 2056. Existing lessee is current through 11/30/2011.

The lease is modified as follows:

A. Lessors and Lessees acknowledge that Lessees agree to the following payment schedule:

1. Tenants shall pay pro rata rent due on December 1, 2011 in the amount of \$3,739.73 to make current to the date of 05/31/2012.
2. \$7,500 (+ \$10.00 tideland) in annual rent shall be due June 1, 2012, June 1, 2013, and June 1, 2014.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2016 1873
MAY 13 2016

Amount Paid \$
Skagit Co. Treasurer
By *Mam* Deputy

ORIGINAL

3. Beginning June 1, 2015, the annual rental amount will be adjusted according to Provision 7.1 set out below. For the year 2012 and forward, the annual rent will be due on June 1st of each year.

7.1 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, and 2047, rent will be adjusted by increasing or decreasing the most recent annual rent by a percentage calculated as follows:

- a. The percentage change will be the median average percentage change over four years in the land portion of assessed value of the 253 waterfront and water view properties identified in the attached chart. The 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 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, and will be based on the median percentage change in the assessed land values between the Tax years 2011 and 2015.

Skagit County's assessed Land Market values will be used to determine the percentage change in this process. Currently, the number of parcels used to calculate that percentage change is 253. Because of the potential changes to a parcel's status, the precise number of parcels used to determine the percentage change may vary slightly from year to year. If any of these parcels on the attached chart changes its use from residential it will be deleted from the chart. If any parcel is subdivided, it will be deleted from the chart for the next adjustment, but the newly created parcels will again be included on the chart as soon as Skagit County tax assessments based upon two successive physical inspections of each parcel are known.

7.2 Rental Adjustment. For the years 2023, 2035, and 2047, 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).

An Assignment of Savings or Surety Bond to cover the amount equal to one year of rent (\$7,500.00) is also required. An additional option to the Assignment of Savings or Performance Bond is to acquire a CD (Cash Deposit) with a financial institution in your name and the name of the Bureau of Indian Affairs. This CD will have the same release requirements as the Assignment of Savings which must equal one year rental amount of \$7,500.

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


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Annual Rent \$7500.00 + \$10.00 Tideland Fee
Admin Fee: \$225.00

The Administrative Fee is \$225.00 which includes the cost of recording the Lease Assignment and associated documentation in the U.S. Government Title Plant in Portland, Oregon. This administrative fee payment must also be mailed to the Lockbox Address.

Payments to the Bureau of Indian Affairs should always be in the form of a Cashier's Check or Money Order. The lockbox address is at:

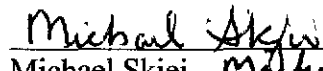
LOCKBOX ADDRESS

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

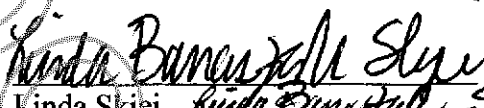


Jack Miller
6023 6th Ave NW
Seattle, Washington 98107

Buyers are to receive two originals:



Michael Skjei
412 Lilac Drive
Mount Vernon, Washington 98273



Linda Skjei
412 Lilac Drive
Mount Vernon, Washington 98273

The party noted above does hereby accept the terms and conditions of this assignment/modification. The Buyer agrees to fulfill all obligations, conditions, and stipulations contained in said lease. Buyer agrees to record a valid Bill of Sale or other associated document to transfer title of improvements on the subject property.

We the undersigned, lessors of lessee herein, hereby consent to the foregoing assignment, releasing the current lessee from liability effective from the date of approval of assignment by the officer in charge of the Agency.

TRUST SIGNATORIES:

Ethel Marie Barber

Ethel Marie Barber
17536 1st Street, La Conner, WA
(360) 466-1899
Power of Attorney
For Ownership Percentage 0.2223706

Brian Cladoosby

M. Brian Cladoosby
950 Moorage Way
La Conner, WA 98257
Power of Attorney
For Ownership 0.06444832022

Jennifer Washington

Jennifer Washington
25944 Community Plaza Way
Sedro-Woolley, WA
(360) 854-7000 Weekdays Only
Power of Attorney
For Ownership Percentage .21743548

Donald W. Damien

Donald Damien
P.O. Box 764
La Conner, Washington 98257
(360) 466-0481
Power of Attorney
Ownership Percentage 0.2110723

I certify on my honor that I have this day examined the records of the PUGET SOUND AGENCY and that said records do not show anything delinquent for cash rentals or filing fees.

This lease assignment 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 Approved: 12/22/11

Judith R. Joseph
Judith R. Joseph
Superintendent
Puget Sound Agency

UNOFFICIAL DOCUMENT

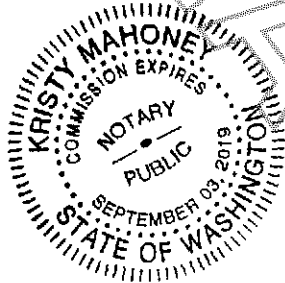
ATTACHED TO ASSIGNMENT/MODIFICATION OF LEASE

STATE OF WASHINGTON }
COUNTY OF SKAGH } SS:

I certify that I know or have satisfactory evidence that **Michael Skjei and Linda Skjei**

are the persons who appeared before me, and said persons acknowledged that they
signed this instrument and acknowledge it to be their free and voluntary act for the
uses and purposes mentioned in this instrument.

Dated: May 12, 2016



Kristy Mahoney

Notary Public in and for the State of Washington

Residing at Anacortes

My appointment expires: 9-3-2019