



201611160095

Skagit County Auditor \$80.00
11/16/2016 Page 1 of 8 3:29PM

WHEN RECORDED RETURN TO:

Bureau of Indian Affairs
Puget Sound Agency
2707 Colby Avenue Suite 1101
Everett, WA 98201

DOCUMENT TITLE(S): Assignment of Lease	GUARDIAN NORTHWEST TITLE CO. 112324
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:	
GRANTOR: Bureau of Indian Affairs Llewellyn, Nancy H.	
GRANTEES: Laurence W. Parker and Lynn M. Parker, husband and wife	
ABBREVIATED LEGAL DESCRIPTION: Lot 5, Capet Zalsiluce Waterfront Tracts, according to the Plat thereof filed in Volume 50 of Plats at Page(s) , records of Skagit County, Washington.	
TAX PARCEL NUMBER(S): P129704, 5105-000-005-0000, S3302030022	

Annual Rent: \$7,250 + \$10.00 Tideland
AOS/Performance Bond: \$7,250

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

ASSIGNMENT OF LEASE

Allotment: 122 41 Capet Zalsiluce Waterfront Tracts Lease Number: 122 2085479949 HS

It is hereby agreed by and between Nancy Llewellyn, Lessee(s), and the Capet Zalsiluce Waterfront Landowners, Allotment No. 122 41, Swinomish Indian Reservation, Lessors, that Lease Number 122 2085479949 HS covering Lot 5, of the Capet Zalsiluce Waterfront Tracts, Described as:

Lot 5 of the Capet Zalsiluce Waterfront Tracts, according to the unrecorded plat thereof on file in the office of Department of the Interior, Western Washington Bureau of Indian Affairs, Puget Agency, and as:

That portion of Government Lot 1, Section 3, Township 33 North, Range 2 East, W.M., described as follows:

Beginning at a point on the North line of said Government Lot 1 that is 136.2 feet south 89°47' West from the Northeast corner thereof,
Thence South 3° 38' East 311.50 feet;
Thence South 3° 01' West 173.2 feet;
Thence South 0° 08' West 690 feet;
Thence South 89° 47' West 15 feet to a point hereinafter designated as Point "X",
Thence South 89° 47' West 108.9 feet, more or less, to the line of ordinary high tide and the true point of beginning;
Thence North 89° 47' West 109.66 feet, more or less to the line of ordinary high tide;
Thence Northerly along said tide line to the true point of beginning (being also known as Lot 5 of Capet Zalsiluce Waterfront Tracts, according to the unrecorded plat thereof on filed in the Office of the Department of the Interior, Western Washington Bureau of Indian Affairs, Puget Sound Agency).

Situated in Skagit County, State of Washington.

be assigned to the following:

To assign the lease to the name of Lynn M. Parker and Laurence W. Parker, of 6306 12th Ave NE, Seattle, WA 98115.

The lease is modified as follows:

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2016 5195
NOV 16 2016

Amount Paid \$ 1226.⁰⁸
Skagit Co. Treasurer
Deputy
By HB

Annual Rent: \$7,250 + \$10.00 Tideland
AOS/Performance Bond: \$7,250

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

1. The lease is now paid to the date of October 31, 2016.
2. Beginning June 1, 2019, the annual rental amount will be adjusted according to Provision 1.3 and 1.4 set out below. For the year 2019 and forward, the annual rent and tideland fee will be due on June 1st of each year.
3. A pro-rated rent is due for the period of October 1, 2016 thru May 31, 2017 in the amount of \$4,833. On June 1, 2017 the annual rent of \$7,250 Annual Rent + \$10.00 Tideland shall be due.
4. The tideland fee \$10.00 will be due on June 1st of each year along with the annual rent.

B. Provisions 1.3 and 1.4 in the Lease are deleted, and new Provisions 1.3 and 1.4 shall read as follows:

- 1.3 Rent shall be adjusted every fourth year starting on June 1, 2019, 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, 2019, and will be based on the median percentage change in the assessed land values between the Tax years 2015 and 2019.

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.

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1.4 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).

This assignment is adding the following provisions:

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 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, vacation rental, or for or in connection with the carrying on of any business, commerce or trade whatsoever, unless such business, commerce or trade is specifically allowed by applicable Tribal zoning ordinances, and landowner approval is obtained in writing.

Section 2 PAYMENTS OF TAXES AND ASSESSMENT

2.1 Lessee will pay before they become delinquent any and all real, leasehold, use, occupancy, excise 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, including any tax imposed by the Swinomish Indian Tribal Community and specifically including the Swinomish Trust Improvement Use and Occupancy Tax; 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.

23. 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.

24. Bonds.


An Assignment of Savings or Surety Bond to cover the amount equal to one year of rent (\$7,250 Annual Rent) 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.

This Lease Number 122 2085479949 HS expires on May 31, 2049.

Annual Rent: \$7,250 + \$10.00 Tideland
AOS/Performance Bond: \$7,250

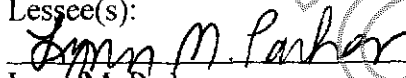
This modification does not change any terms, conditions, or stipulations, except as specifically set forth herein.

Seller/Lessee(s):

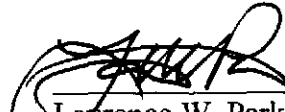


Nancy Lewellyn
18238 Capet Zalsiluce Road
La Conner, WA 98257

Lessee(s):

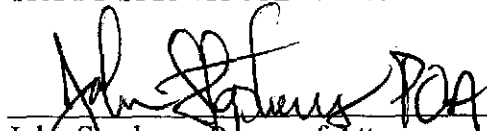


Lynn M. Parker
18238 Capet Zalsiluce Road
La Conner, Washington 98271




Laurence W. Parker
18238 Capet Zalsiluce Road
La Conner, Washington 98271

TRUST SIGNATORIES 03/10/2016:

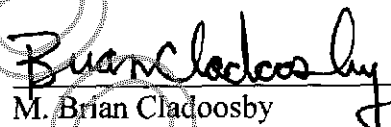


John Stephens, Power of Attorney
For Ethel Barber
17337 Reservation Road
La Conner, WA 98257
(360) 466-1899
Power of Attorney
For Ownership Percentage 0.1939814815

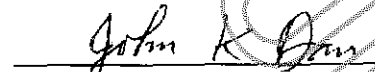


Jennifer Washington, for herself and
Jennifer Renee Taylor and Regina Bowen
Taylor
25944 Community Plaza Way
Sedro-Wooley, Washington
(360) 854-7000 Weekdays Only

Power of Attorney
For Ownership Percentage 0.0856481480



M. Brian Cladoosby 11-1-16
For the Swinomish Tribe
Cecil P Cheeka
950 Moorage Way
La Conner, WA 98257
Power of Attorney
For Ownership 0.0541589506



John K. Dan, for himself and
and Shaun M. Damien, Walter Damien
Daisy M. Dan, Ernestine (Bobb) Helbrick
Alma J. Damien
P.O. Box 1071
La Conner, Washington 98257
(360) 466-5438
Power of Attorney
Ownership Percentage 0.1293209877

Annual Rent: \$7,250 + \$10.00 Tideland
AOS/Performance Bond: \$7,250

Total Ownership Percentage w/o Superintendent: 0.4631095678

Marcello De Jesus

Per 25 CFR 162.013

For Undetermined Heirs of a Decedent's Estate

For Those Who Are Non-Compos Mentis

For Orphaned Minors

For Whereabouts Unknown

For Indians Who Have Given the Supt. Written

Authority to Execute Leases on their behalf.

Total: 0.1482573996%

BIA, Puget Sound Agency

2707 Colby Avenue, Suite 1101

Everett, Washington 98201

(425) 258-2651

TOTAL CONSENT PERCENTAGE: 0.6113669674

The 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 Subpart C Residential Leasing.

11/8/2016

Date

Marcello De Jesus

Superintendent

Puget Sound Agency

Individual

STATE OF WASHINGTON

COUNTY OF WA

On this day personally appeared before me Nancy Jewell, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/~~she~~/they signed the same as his/~~her~~/their free and voluntary act and deed, for the uses and purposes therein mentioned.

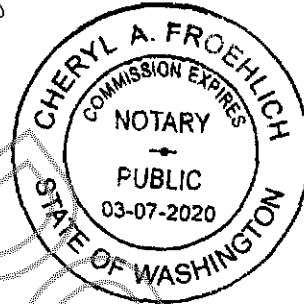
Given under my hand and seal of office this 11 day of Nov., 20 11.

Notary Public residing at San Diego, California

Printed Name: Cheryl A Froehlich

My Commission Expires:

3/7/20



UNRECORDED ORIGINAL DOCUMENT

Individual

STATE OF WASHINGTON

COUNTY OF Skagit

On this day personally appeared before me Lawrence & Lynn Parker, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

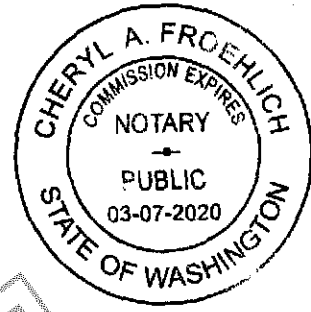
Given under my hand and seal of office this 15 day of Nov., 2016.

Cheryl A. Froehlich

Notary Public residing at Seaside, Oregon

Printed Name: Cheryl A. Froehlich

My Commission Expires:
3/7/20



UNRECORDED DOCUMENT