



202212090027

12/09/2022 11:36 AM Pages: 1 of 51 Fees: \$253.50
Skagit County Auditor

After Recording, please return to:

Land Title and Escrow Company
7104 265th Street Northwest, Ste 101, PO Box 1769
Stanwood, WA 98292
204911-LT

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2022 4828
DEC 9 2022

Amount Paid \$ 3595.40
Skagit Co. Treasurer
By *LT* Deputy

Document Title(s): Residential Lease Assignment/Amendment
Reference Number(s) of Documents assigned or released: (on page __ of document(s)) 200610060001
Grantor(s): U.S Department of Interior, Bureau of Indian Affairs, The Secretary of the Interior acting for and on behalf of the Indians
Additional Names on page __ of document. Grantee(s): Robin Dement Zinda and Stephen Alan Zinda, a married couple
Additional Names on page __ of document. Abbreviated Legal Description: Tr. 16, Dr. Joe Waterfront Tracts
Additional legal is on page __ of document. Tax Parcel Number(s): 5101-000-016-0000/P129712 S3302030057

RESIDENTIAL LEASE
ASSIGNMENT/AMENDMENT

ALLOTMENT NO. **122 43**

LEASE NO. **122 2087590656 RS**

LOT NO. **16 OF THE DR. JOE DIVISION I WATERFRONT TRACTS**

PHYSICAL ADDRESS: **18454 PULL AND BE DAMNED ROAD**

It is now agreed by and between DEBRA A. BUNDY, Lessee of Allotment Number 122 43, and landowners of Doctor Joe Division I, Lessors, that lease no. 122 2087590656 RS, be ASSIGNED and AMENDED for the following reasons:

ASSIGNMENT: the following current lease (122 2087590656 RS) will be assigned to Robin Dement Zinda and Stephen Alan Zinda. The current lease is paid to the date of May 31, 2023.

AMENDMENT: the current lease (122 2087590656 RS) will be an amendment to have the expiration date of **May 31, 2023**. Once this AMENDMENT is approved, a NEW LEASE will be encoded to continue with the new terms.

The Secretary must approve this lease according to 25 U.S.C. § 415, 25 C.F.R. Part 162 and shall take effect on the date of approval and shall be binding upon all successors and assigns of the Lessee(s) and any successor in interest to the Lessor(s).

RESIDENTIAL LEASE
ASSIGNMENT/AMENDMENT

ALLOTMENT NO. **122 43**

LEASE NO. **122 2087590656 RS**

LOT NO. **16 OF THE DR. JOE DIVISION I WATERFRONT TRACTS**

PHYSICAL ADDRESS: **18454 PULL AND BE DAMNED ROAD**

It is now agreed by and between DEBRA A. BUNDY, Lessee of Allotment Number 122 43, and landowners of Doctor Joe Division I, Lessors, that lease no. 122 2087590656 RS, be ASSIGNED and AMENDED for the following reasons:

ASSIGNMENT: the following current lease (122 2087590656 RS) will be assigned to Robin Dement Zinda and Stephen Alan Zinda. The current lease is paid to the date of May 31, 2023.

AMENDMENT: the current lease (122 2087590656 RS) will be an amendment to have the expiration date of **May 31, 2023**. Once this AMENDMENT is approved, a NEW LEASE will be encoded to continue with the new terms.

The Secretary must approve this lease according to 25 U.S.C. § 415, 25 C.F.R. Part 162 and shall take effect on the date of approval and shall be binding upon all successors and assigns of the Lessee(s) and any successor in interest to the Lessor(s).

The Lessee below accepts this ASSIGNMENT and AMENDMENT OF LEASE # 122
2087590656 RS and agrees to fulfill all obligations, conditions, and stipulations in the
said document and active lease.

ASSIGNOR:

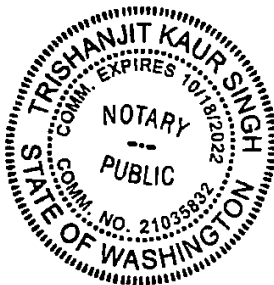
Debra A. Bundy
DEBRA A. BUNDY
22859 LAKE TERRACE LANE
MOUNT VERNON, WASHINGTON 98274
PHONE NUMBER: (360) 820 - 8734
EMAIL: ddavisbundy@gmail.com

10/1/22
Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
COUNTY OF Skagit)

The Notary acknowledged this record before me on the 1st^{TS} day of October, 2022,
by DEBRA A. BUNDY, known to me to be the individual described herein as Lessee and
who executed this instrument and acknowledged that he/she/they signed the same as a free
and voluntary act and deed for the uses and purposes mentioned in this instrument. Signed
and sworn to before me this 1st^{TS} day of October, 2022.



Trishanjit K. Singh

Printed Name: TRISHANJIT K. SINGH
Notary Public in and for the State of Washington
My appointment expires: 10/18/2022

The Lessee below accepts this ASSIGNMENT and AMENDMENT OF LEASE # 122
2087590656 RS and agrees to fulfill all obligations, conditions, and stipulations in the
said document and active lease.

ASSIGNEE

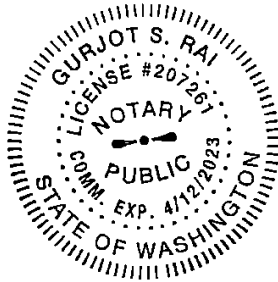
Robin Dement Zinda
ROBIN DEMENT ZINDA
5429 CANVASBACK ROAD
BLAINE, WASHINGTON 98230
PHONE NUMBER: (704) 245 - 2997
EMAIL: robin.zinda@penfed.org

03/03/22
Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
COUNTY OF Whatcom)

The Notary acknowledged this record before me on the 3 th day of October, 2022,
by ROBIN DEMENT ZINDA, known to me to be the individual described herein as Lessee
and who executed this instrument and acknowledged that he/she/they signed the same as a
free and voluntary act and deed for the uses and purposes mentioned in this instrument.
Signed and sworn to before me this 3 th day of October, 2022.



Gurjot S. Rai

Printed Name: Gurjot S. Rai
Notary Public in and for the State of Washington
My appointment expires: 4/12/2023

The Lessee below accepts this ASSIGNMENT and AMENDMENT OF LEASE # 122
2087590656 RS and agrees to fulfill all obligations, conditions, and stipulations in the
said document and active lease.

ASSIGNEE:

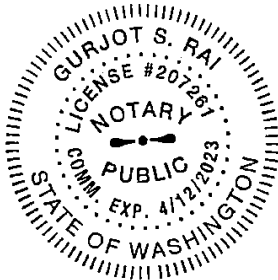
Stephen Alan Zinda
STEPHEN ALAN ZINDA
5429 CANVASBACK ROAD
BLAINE, WASHINGTON 98230
PHONE NUMBER: (704) 746 - 2378
EMAIL: stephen@zindaworks.com

03 Oct 2022
Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
COUNTY OF Whatcom)

The Notary acknowledged this record before me on the 3 th day of October, 2022,
by STEPHEN ALAN ZINDA, known to me to be the individual described herein as Lessee
and who executed this instrument and acknowledged that he/she/they signed the same as a
free and voluntary act and deed for the uses and purposes mentioned in this instrument.
Signed and sworn to before me this 3 th day of October, 2022.



Gurjot S. Rai

Printed Name: Gurjot S. Rai

Notary Public in and for the State of Washington

My appointment expires: 4/12/2023

Legal Description and Survey/Maps

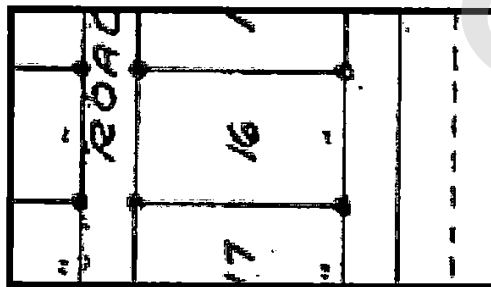
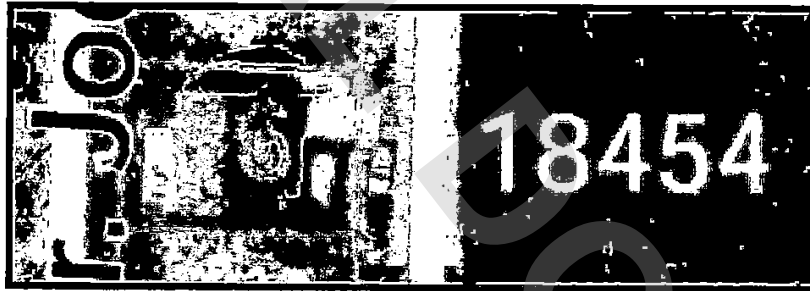
LOT 16 OF "DOCTOR JOE WATERFRONT TRACTS", (DIVISION I) SWINOMISH INDIAN RESERVATION, SKAGIT COUNTY, STATE OF WASHINGTON, SKAGIT COUNTY BOOK NUMBER 21, PAGE 49 AND ON FILE WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS, DOCUMENT NUMBER 122-649, BEING A PORTION OF GOVERNMENT LOT 2, SECTION 3, TOWNSHIP 33 NORTH, RANGE 2 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON ON THE SWINOMISH RESERVATION.

CONTAINING 0.092 ACRES, MORE OR LESS.

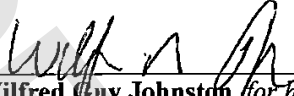
PHYSICAL ADDRESS: 18454 PULL AND BE DAMNED ROAD

PARCEL NO.: P129712





Trust Signatories:



Wilfred Guy Johnston, *for himself and*
 Attorney-in-Fact for:

**Mark W. Joe Sr.,
 Robert Randy Johnston,
 David William Johnston, and
 Rebecca Ann Swinton**

Post Office Box 916
 La Conner, Washington 98257

10-11-22
 DATE

**Power-of-Attorney document(s) are filed with Puget Sound Agency.*

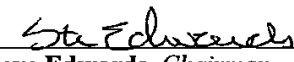

Bettina Joe Sylvester, *for herself and*
 Attorney-in-Fact for:

**Robert Wayne Joe Jr.,
 Bradley Joe, and
 Steven Randall Joe**

Post Office Box 1163
 La Conner, Washington 98257

10-4-22
 DATE

**Power-of-Attorney document(s) are filed with Puget Sound Agency.*


Steve Edwards, *Chairman*

Swinomish Indian Tribal Community
 11404 Moorage Way
 La Conner, WA 98257

10-11-2022
 DATE

This ASSIGNMENT and AMENDMENT OF LEASE 122 2087590656 RS is now 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 currently in force, effective on the APPROVAL date below or otherwise stated.

Approved pursuant to 209 DM 8, 230 DM 1, 3 IAM 4.



Digitally signed by
JANINE VAN DUSEN
Date: 2022.10.27
12:07:11 -07'00'

Superintendent – Puget Sound Agency

Recorded at the
U.S. Department of the Interior
Bureau of Indian Affairs
Land Titles and Records Office
Document Number: 2087590656
Date: 2021 DEC 13 03:06 PM
LTRO: Portland

Lease No. 122 2087590656 RS
Allotment No. 122- 43

Lease: \$ 3,772.00
Bond: \$ 3,772.00
Tideland Fee: \$10.00
Lease + Tideland Fee: \$ 3,782.00

RESIDENTIAL LEASE
AMENDMENT

This AMENDMENT OF LEASE is made and entered into by current lessee and a resulting lease agreement is made and entered into this same day by and between the landowners of Swinomish Allotment 122-43 hereinafter called the "Lessors" and the "Lessee" **Debra A. Bundy**.

(Mailing Address)

Debra A. Bundy



(ANY changes to your current mailing address after approval of your lease, needs to be updated with the Agency, immediately.)

Lessors hereby lease to the Lessee, **Lot 16 of the Doctor Joe Division I Waterfront Tracts, Allotment 122-43**, consisting of 0.092 acres, more or less, and more specifically described in:

Exhibit "A" (Legal Description).

The Lessee(s) shall not use the Leased Premises for unlawful conduct, creation of a nuisance, illegal activity, or negligent use or waste of the Leased Premises.

This Amendment of Lease is to remove the following lessee – Mark A. Bundy, from the 122 2087590656 RS lease and to establish Debra A. Bundy as the only lessee and has been confirmed by Marital Settlement Agreement dated January 18, 2021 and consented by both individual lessees on March 3, 2021 – Amendment request to Puget Sound Agency.

The lease started on August 1, 2006, and it will expire on July 31, 2056, a total of fifty (50) years.

This Lease, and any amendments or assignments, must be approved by the Secretary pursuant to 25 U.S.C. § 415, 25 CFR Part 162 and shall take effect on the date of approval and shall be binding upon all successors and assigns of the Lessee(s) and any successor in interest to the Lessors.

Lease No. 122 2087590656 RS
Allotment No. 122- 43

Lease: \$ 3,772.00
Bond: \$ 3,772.00
Tideland Fee: \$10.00
Lease + Tideland Fee: \$ 3,782.00

RESIDENTIAL LEASE
AMENDMENT

This AMENDMENT OF LEASE is made and entered into by current lessee and a resulting lease agreement is made and entered into this same day by and between the landowners of Swinomish Allotment 122-43 hereinafter called the "Lessors" and the "Lessee" **Debra A. Bundy**.

(Mailing Address)

Debra A. Bundy



(ANY changes to your current mailing address after approval of your lease, needs to be updated with the Agency, immediately.)

Lessors hereby lease to the Lessee, **Lot 16 of the Doctor Joe Division I Waterfront Tracts, Allotment 122-43**, consisting of 0.092 acres, more or less, and more specifically described in:

Exhibit "A" (Legal Description).

The Lessee(s) shall not use the Leased Premises for unlawful conduct, creation of a nuisance, illegal activity, or negligent use or waste of the Leased Premises.

This Amendment of Lease is to remove the following lessee – Mark A. Bundy, from the 122 2087590656 RS lease and to establish Debra A. Bundy as the only lessee and has been confirmed by Marital Settlement Agreement dated January 18, 2021 and consented by both individual lessees on March 3, 2021 – Amendment request to Puget Sound Agency.

The lease started on August 1, 2006, and it will expire on July 31, 2056, a total of fifty (50) years.

This Lease, and any amendments or assignments, must be approved by the Secretary pursuant to 25 U.S.C. § 415, 25 CFR Part 162 and shall take effect on the date of approval and shall be binding upon all successors and assigns of the Lessee(s) and any successor in interest to the Lessors.

The lease is hereby modified in its entirety and restated as follows:

WITNESSETH:

- 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 ninety-nine (99) 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 current lease rate is the result of the previous lease rate, adjusted 31.2%, effective June 1, 2019, using the index method outlined in section 1.4 below.
- 1.2 Annual rent for the term of June 1, 2021 to May 31, 2022 must be paid in full in order for this lease to be approved. The Assignor warrants that all associated taxes on personal property (the improvement) are paid in full. Assignor also warrants that they will transfer Title to the improvements located on the property in an appropriate manner at the County of Record by Bill of Sale or

other recorded documents. All the parties agree there is an agreement or understanding on any unpaid Utility Assessment.

- 1.3 For the year 2021 and forward, the annual rent will be due on June 1st of each year.
- 1.4 Rental Adjustment. Rent shall be adjusted every fourth year starting on June 1, 2023, for the remaining term of this lease. Except for years 2023, 2035, 2047, 2059, 2071, 2083 and 2095 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 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, 2027, will be based on the median percentage change in the assessed land values between the Tax Years 2023 and 2027.
 - b. 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 the 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 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.
- 1.5 Rental Adjustment. For the years 2023, 2035, 2047, 2059, 2071, 2083 and 2095 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).
- 1.6 Late Charge: If any rent is not paid in full within thirty (30) days after becoming due, interest will be assessed at 18 percent (18%), times the delinquent amount owed. Interest will become due and payable from the date payment was due, until said payment, including all late charges, are paid.
- 1.7 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 rent due hereunder must be mailed directly TO:

(Reminder the LOCKBOX address is subjected to change; please check with the agency for address updates.)

**PUGET SOUND FIELD OFFICE – BIA
DEPT C162
PO BOX 979121
ST. LOUIS, MO 63197-9000**

Lockbox new express mailing address:

**US BANK GOVERNEMNT LOCKBOX
ATTN: OST #979121
1005 CONVENTION PLAZA
ST. LOUIS, MO 63101**

Online payments can be made at the following website:

<https://pay.gov>

- **Enter in the search bar: BIA TRUST PAYMENTS**

Section 2 PAYMENT OF TAXES AND ASSESSMENTS

- 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.
- 2.2 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.

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. 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.

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, including those enacted by the Federal Government and the Swinomish Indian Tribal Community, and other legal requirements under 25 CFR Part 162.014, 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, its 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 Planning and Community Development Department, 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 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 600 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, 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 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 HOLD HARMLES & INDEMNIFICATION.

- 8.1 Neither the Lessor nor the United States, nor their officers, agents, and employees shall be liable for any loss, damage, or injury of any kind whatsoever to the person or property of the Lessee or any sub-lessees or any other person whomsoever, caused by any use of the Leased Premises, or by any defect in any structure erected thereon, or arising from any accident, fire, or other casualty on said premises or from any other cause whatsoever; and Lessee, as a material part of the consideration for this Lease, hereby waives on Lessee's behalf all claims against Lessor and/or the United States and agrees to hold Lessor and/or the United States free and harmless from liability for all claims for any loss, damage, or injury arising from the use for the premises by Lessee, together with all costs and expenses in connection therewith.
- 8.2 Further, the Lessee indemnifies the United States and the Lessors against all liabilities or cost relating to use, handling, treatment, removal, storage, transportation, or disposal of hazardous material from the leased premises that occurs during the lease term, regardless of fault, with the exception that the lessee is not required to indemnify the Lessors for liability or cost arising from the Lessors' negligence or willful misconduct.

Section 9 LIENS

- 9.1 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 9.2 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 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 sub-lessor from any liability nor diminish any supervisory authority of the Secretary provided for under this Lease.

- 9.2 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 improvements located thereupon.

A mortgage and/or encumbrance instrument to secure a refinancing of a loan for the purposes described in Section 9.2(a) and Section 9.2(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.

9.3 Standards for Consent: The following standards applicable to lease assignments or subletting as specified in Section 9.1, among other such reasonable ones, may be considered by Lessor in determining whether or not to approve a requested assignment or subletting of all or any part of the leased premises as specified in Section 9.1:

- 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.

9.4 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.

9.5 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 lens before any action is brought to enforce same.

Section 10 DEFAULT

10.1 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).

- 10.2 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 10.1. 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 if returned unclaimed, the date the certified mail is returned to the Superintendent of Puget Sound Agency, Bureau of Indian Affairs.
- 10.3 In the event of the cancellation of this Lease pursuant to the provisions in this Section (10), the Lessor shall have any rights to which it would be entitled in event of the expiration or sooner cancellation of this Lease.
- 10.4 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 9.2, on all buildings and other improvements placed 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 11 PERMITS AND RIGHT-OF-WAYS

- 11.1 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. 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.

- 11.2 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.
- 11.3 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 12 REMOVAL and TITLE TO IMPROVEMENTS

- 12.1 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.
- 12.2 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.

- 12.3 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 13 BONDS

- 13.1 Lessee will provide a form of Security in an amount equal to one year's value of the Lease before BIA approval of the Lease. Lessee shall adjust the Security to the amount equal to the fair market rent when the annual rent of the lease is adjusted by appraisal, as specified in section 1.5 of this lease. The Security must be held in the name of the Bureau of Indian Affairs and remain in place for the duration of the lease term.

Acceptable forms of Security include an Assignment of Savings, Surety Bond issued by a company approved by the U.S. Dept. of the Treasury, Irrevocable Letter of Credit or Certificates of Deposit issued by a federally insured financial institution authorized to do business in the United States. To release a form of security, the lessee shall submit a written request to BIA Puget Sound Agency. Upon receiving such request, BIA will release the security to the lessee, unless it is determined the security must be redeemed to fulfill contractual obligations.

Section 14 MISCELLANEOUS

- 14.1 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.
- 14.2 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.
- 14.3 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. It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon their heirs, assigns, successors, executors, and administrators of the parties of this lease.
- 14.4 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.

- 14.5 Enforceability: The obligations of the Lessee(s) to the Lessors are enforceable by the United States and the Lessors, so long as the land remains in trust or restricted status.
- 14.6 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.
- 14.7 Amendments: This Lease shall not be amended except in writing signed by both Lessee and Lessors and approved by the Secretary.
- 14.8 This Lease shall be valid and binding only after approval of the Secretary.
- 14.9 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.
- 14.10 "Secretary" as used herein means the Secretary of the Interior or his authorized representative.
- 14.11 It is understood and agreed that violations of this Lease shall be acted upon in accordance with 25 CFR Part 162. The BIA may treat any provision of the Lease that violates Federal law as a violation of the Lease (25 CFR Part 162.313(e)). The BIA may treat as a lease violation any failure by the Lessee to cooperate with a BIA request to make appropriate records, reports, or information available for BIA inspection and duplication (25 CFR Part 162.313(c)(6)).
- 14.12 It is understood and agreed that the Lessee is advised that certain leased properties may be impacted by erosion. For such properties, particularly those in the vicinity of cliffs, hills, and banks, Lessor does not and cannot guarantee Lessee's personal safety or the continued suitability of the leased property for a particular use. The Lessee chooses to lease this property and assumes all risks of personal harm or property damage arising from an erosive event. Lessee agrees to hold Lessors harmless of all costs or harm resulting from erosion.
- 14.13 Reservation: Lessee shall use the premises exclusively for residential purposes, except as otherwise agreed to by the parties. Any rights not expressly provided are reserved by the Lessors. Minerals: Lessors reserve all rights, as owned by the Lessors, to all mineral rights, including but not limited to oil, gas, or hydrocarbon substances. The Lessors shall not exercise surface entry in connection with reserved mineral rights without prior consent of Lessee. Timber: Lessors reserve all rights, as owned by the Lessors, to timber and forest products on the Leased Premises. Water: Lessors reserve all rights, owed by Lessors, to water on the Leased Premises, except that which is needed for residential purposes.

- 14.14 Historic, Archaeological, & Cultural Resources: If historic properties, archaeological resources, human remains, or other cultural items, not previously reported are encountered during the course of activity within the Leased Premises, all activity in the immediate vicinity shall cease and the Lessee shall contact the BIA and Swinomish Indian Tribal Community to determine how to proceed and appropriate disposition.

EXHIBIT "A"**Legal Description**

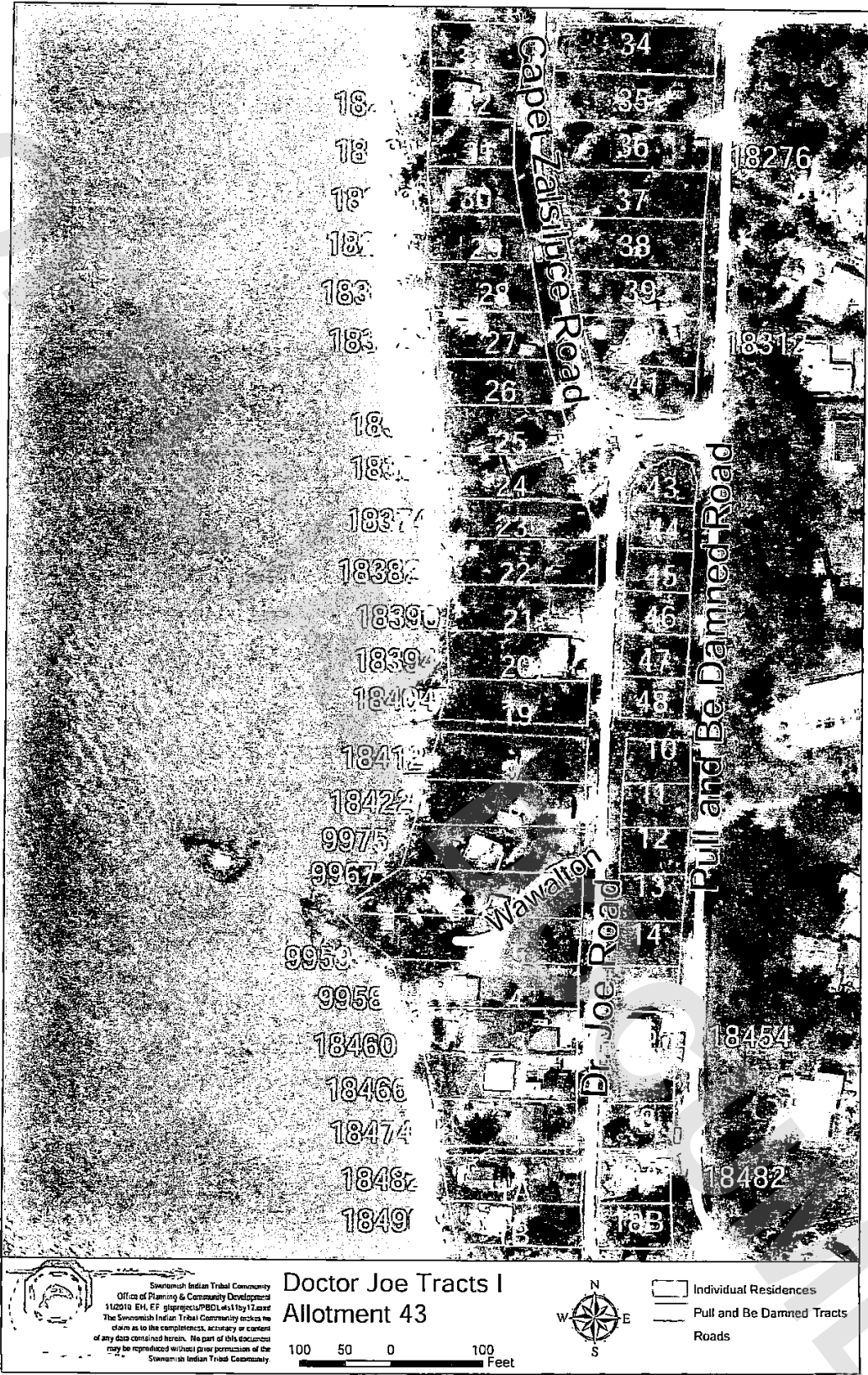
Lot 16 of "DOCTOR JOE WATERFRONT TRACTS", (Division I) Swinomish Indian Reservation, Skagit County, State of Washington, Skagit County book number 21, Page 49 and on file with the United States Department of the Interior, Bureau of Indian Affairs, Document Number 122-649, being a portion of Government Lot 2, Section 3, Township 33 North, Range 2 East, W.M.

Situate in the County of Skagit, State of Washington on the Swinomish Reservation.

Containing 0.092 acres, more or less.

Pnumber					
P20575	P20638	P69093	P69175	P69636	P70217
P20577	P20639	P69094	P69177	P69639	P70218
P20579	P20744	P69095	P69178	P69640	P70219
P20580	P20745	P69096	P69179	P69641	P70220
P20581	P20746	P69097	P69180	P69642	P70221
P20582	P20747	P69098	P69181	P69643	P70222
P20583	P20748	P69099	P69182	P69644	P70223
P20585	P20749	P69100	P69183	P69645	P70224
P20587	P20750	P69101	P69184	P69646	P70225
P20588	P20751	P69102	P69185	P69649	P70226
P20589	P20753	P69103	P69186	P69653	P70227
P20590	P20754	P69104	P69187	P69654	P70230
P20591	P20755	P69105	P69188	P69656	P70231
P20592	P20765	P69106	P69189	P69657	P70232
P20593	P20766	P69107	P69190	P69658	P70233
P20595	P20768	P69108	P69191	P69661	P70234
P20596	P20769	P69109	P69192	P69663	P70235
P20597	P20770	P69110	P69193	P69669	P70236
P20598	P20773	P69112	P69194	P69670	P70237
P20599	P20782	P69113	P69195	P69672	P70239
P20600	P20783	P69114	P69196	P69674	P77681
P20601	P20812	P69115	P69197	P69675	P77682
P20602	P20814	P69116	P69198	P69676	P77683
P20611	P20815	P69117	P69199	P69678	
P20613	P65266	P69118	P69200	P69679	
P20614	P65267	P69119	P69202	P69680	
P20615	P65268	P69120	P69204	P69681	
P20616	P65269	P69121	P69205	P69683	
P20617	P65270	P69122	P69206	P69685	
P20618	P65271	P69123	P69207	P69686	
P20619	P65272	P69124	P69208	P69687	
P20620	P65276	P69125	P69605	P69690	
P20621	P66246	P69160	P69606	P69691	
P20622	P66247	P69161	P69608	P69692	
P20623	P69080	P69162	P69609	P70205	
P20624	P69081	P69163	P69611	P70206	
P20625	P69082	P69164	P69612	P70207	
P20626	P69083	P69165	P69613	P70208	
P20627	P69084	P69166	P69614	P70209	
P20628	P69085	P69167	P69620	P70210	
P20629	P69086	P69168	P69621	P70211	
P20630	P69087	P69169	P69622	P70212	
P20631	P69089	P69170	P69626	P70213	
P20632	P69090	P69171	P69627	P70214	
P20634	P69091	P69172	P69633	P70215	
P20635	P69092	P69173	P69634	P70216	

List of 253 waterfront, water view parcels used for calculating median average percentage change.



COPY

18454 PULL AND BE DAMNED ROAD (LOT 16 OF DR. JOE DIV. I) 0.092 ACRES, M/L



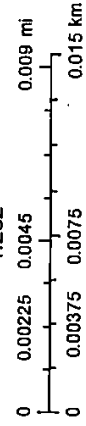
COPY

October 19, 2021

Legend

- ☐ County Boundary
- Hydro Labels
- City Names
- Road Labels
- Regional Labels

1:282



Data Accuracy Warning: All GIS data was created from available public records and existing map sources. Map features have been adjusted to achieve a best-fit registration. While great care was taken in this process, maps from different sources rarely agree as to the precise location of geographic features. Map discrepancies can be as great as 300 feet.

09/04/2021 10:21

The Lessee named below hereby accepts this AMENDMENT and agrees to fulfill all obligations, conditions and stipulations contained in said lease.

Lessee:

Debra A. Bundy
DEBRA A. BUNDY

9/17/21
Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WA)

COUNTY OF Snohomish)

This record was acknowledged before me on the ____th day of ____, 2021 by **DEBRA A. BUNDY**, known to me to be the individual described herein as Lessee and who executed this instrument and acknowledged that he/she/they signed the same as a free and voluntary act and deed for the uses and purposes mentioned in this instrument. Signed and sworn to before me this Spt day of 17th 2021.



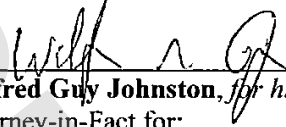
Ravneet Kaur
Signature

Printed Name: RAVNEET KAUR


Notary Public in and for the State of WA

My appointment expires: 06/28/2025


Trust Signatories:


Wilfred Guy Johnston, *for himself* and
Attorney-in-Fact for:


**Mark W. Joe Sr.,
Robert Randy Johnston,
David William Johnston, and
Rebecca Ann Swinton**

Post Office Box 916
La Conner, Washington 98257



9-30-21
DATE




Bethina Joe Sylvester, *for herself* and
Attorney-in-Fact for:

**Robert Wayne Joe Jr.,
Bradley Joe, and
Steven Randall Joe**

Post Office Box 1163
La Conner, Washington 98257


9-29-21
DATE


Steve Edwards, *Chairman*

Swinomish Indian Tribal Community
11404 Moorage Way
La Conner, WA 98257



9-29-21
DATE

Approved pursuant to 209 DM 8, 230 DM 1, 3 IAM 4.

APPROVED:

NOV 9 2021

Date



Superintendent – Puget Sound Agency

COPY

Recorded at the
U.S. Department of the Interior
Bureau of Indian Affairs
Land Titles and Records Office
Document Number: 2087590656
Date: 2017 NOV 06 01:06 PM
LTRO: Portland

Annual Rent: \$2,875 + \$10.00 Tideland
AOS/Performance Bond: \$2,875

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

ASSIGNMENT OF LEASE

Allotment: 122 43 Dr. Joe Division I Waterfront Tracts Lease Number: 122 2087590656 ^{RS} ~~HS~~

It is hereby agreed by and between Deer Ridge Investments LLC, Lessee(s), and the Dr. Joe Division I Waterfront Landowners, Allotment No. 122 43, Swinomish Indian Reservation, Lessors, that Lease Number 122 2087590656 ^{RS} ~~HS~~ covering Lot 16, of the Dr. Joe Division I Waterfront Tracts, within Govt. Lot 2, Section 3, Township 33 North, Range 2 East, Willamette Meridian, Skagit County, Washington be modified for the following reasons:

To assign the lease to the name of Mark A. Bundy and Debra A. Bundy, of [REDACTED]

The lease is modified as follows:

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

1. The lease is now paid to the date of May 31, 2018.
2. On June 1, 2018 the Lessee will pay the annual amount due of \$2,875 + \$10.00 Tideland Fee.
3. 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 2017 and forward, the annual rent and tideland fee 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, 2047, and 2059 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

Annual Rent: \$2,875 + \$10.00 Tideland
AOS/Performance Bond: \$2,875

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

ASSIGNMENT OF LEASE

Allotment: 122 43 Dr. Joe Division I Waterfront Tracts Lease Number: 122 2087590656 ⁴/_{US}

It is hereby agreed by and between Deer Ridge Investments LLC, Lessee(s), and the Dr. Joe Division I Waterfront Landowners, Allotment No. 122 43, Swinomish Indian Reservation, Lessors, that Lease Number 122 2087590656 ⁴/_{US} covering Lot 16, of the Dr. Joe Division I Waterfront Tracts, within Govt. Lot 2, Section 3, Township 33 North, Range 2 East, Willamette Meridian, Skagit County, Washington be modified for the following reasons:

To assign the lease to the name of Mark A. Bundy and Debra A. Bundy, of
[REDACTED]

The lease is modified as follows:

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

1. The lease is now paid to the date of May 31, 2018.
2. On June 1, 2018 the Lessee will pay the annual amount due of \$2,875 + \$10.00 Tideland Fee.
3. 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 2017 and forward, the annual rent and tideland fee 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, 2047, and 2059 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

Annual Rent: \$2,875 + \$10.00 Tideland
AOS/Performance Bond: \$2,875

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.

7.2 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).

And adding the following provisions:

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 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 \$2,875.

25. 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.

Annual Rent: \$2,875 + \$10.00 Tideland
AOS/Performance Bond: \$2,875

26. Payments of Taxes and Assessment

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.

This Lease Number 122 2087590656 ~~IS~~ expires on July 31, 2056.

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

Seller:

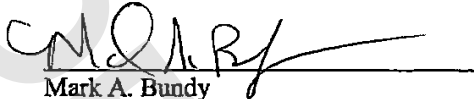



Lisa Newman
Deer Ridge Investments, LLC



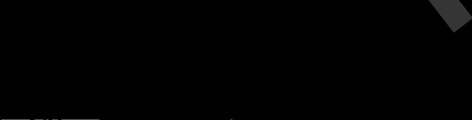
Annual Rent: \$2,875 + \$10.00 Tideland
AOS/Performance Bond: \$2,875

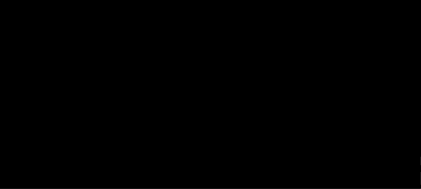
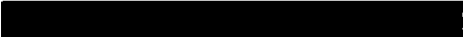
Lessee(s):


Mark A. Bundy



Debra A. Bundy


Trust Signatories:

Wilfred Guy Johnston, for himself
and Mark W. Joe, Sr., Robert Randy Johnston,
David William Johnston, and Rebecca Ann Swinton


Bettina Joe Sylvester, for herself,
And POA for Robert Wayne Joe Jr., Bradley Joe,
Ida Joe Sylvester, Steven Randall Joe



Annual Rent: \$2,875 + \$10.00 Tide and
AOS/Performance Bond: \$2,875

Lessee(s):

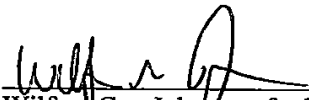
Mark A. Bundy

[REDACTED]

Debra A. Bundy

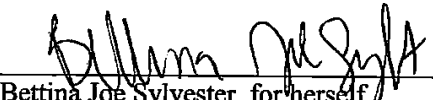
[REDACTED]

Trust Signatories:



Wilfred Guy Johnston, for himself
and Mark W. Joe, Sr., Robert Randy Johnston,
David William Johnston, and Rebecca Ann Swinton

[REDACTED]



Bettina Joe Sylvester, for herself,
And POA for Robert Wayne Joe Jr., Bradley Joe,
Ida Joe Sylvester, Steven Randall Joe

[REDACTED]

[REDACTED]

Annual Rent: \$2,875 + \$10.00 Tideland
AOS/Performance Bond: \$2,875

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.

10/30/2017
Date

Marcelo J. Peters
Superintendent
Puget Sound Agency

Area	Pnumber	Area	Pnumber	Area	Pnumber	Area	Pnumber	Area	Pnumber
ShelterBay	P69080	W.Shore	P20592	W.Shore	P65266	W.Shore	P69608	W.Shore	P70215
ShelterBay	P69081	W.Shore	P20593	W.Shore	P65267	W.Shore	P69609	W.Shore	P70216
ShelterBay	P69082	W.Shore	P20595	W.Shore	P65268	W.Shore	P69611	W.Shore	P70217
ShelterBay	P69083	W.Shore	P20596	W.Shore	P65269	W.Shore	P69612	W.Shore	P70218
ShelterBay	P69084	W.Shore	P20597	W.Shore	P65270	W.Shore	P69613	W.Shore	P70219
ShelterBay	P69085	W.Shore	P20598	W.Shore	P65271	W.Shore	P69614	W.Shore	P70220
ShelterBay	P69086	W.Shore	P20599	W.Shore	P65272	W.Shore	P69620	W.Shore	P70221
ShelterBay	P69087	W.Shore	P20600	W.Shore	P65276	W.Shore	P69621	W.Shore	P70222
ShelterBay	P69089	W.Shore	P20601	W.Shore	P66246	W.Shore	P69622	W.Shore	P70223
ShelterBay	P69090	W.Shore	P20602	W.Shore	P66247	W.Shore	P69626	W.Shore	P70224
ShelterBay	P69091	W.Shore	P20611	W.Shore	P69160	W.Shore	P69627	W.Shore	P70225
ShelterBay	P69092	W.Shore	P20613	W.Shore	P69181	W.Shore	P69633	W.Shore	P70226
ShelterBay	P69093	W.Shore	P20614	W.Shore	P69162	W.Shore	P69634	W.Shore	P70227
ShelterBay	P69094	W.Shore	P20615	W.Shore	P69163	W.Shore	P69636	W.Shore	P70230
ShelterBay	P69095	W.Shore	P20616	W.Shore	P69164	W.Shore	P69639	W.Shore	P70231
ShelterBay	P69096	W.Shore	P20617	W.Shore	P69165	W.Shore	P69640	W.Shore	P70232
ShelterBay	P69097	W.Shore	P20618	W.Shore	P69166	W.Shore	P69641	W.Shore	P70233
ShelterBay	P69098	W.Shore	P20619	W.Shore	P69167	W.Shore	P69642	W.Shore	P70234
ShelterBay	P69099	W.Shore	P20620	W.Shore	P69168	W.Shore	P69643	W.Shore	P70235
ShelterBay	P69100	W.Shore	P20621	W.Shore	P69169	W.Shore	P69644	W.Shore	P70236
ShelterBay	P69101	W.Shore	P20622	W.Shore	P69170	W.Shore	P69645	W.Shore	P70237
ShelterBay	P69102	W.Shore	P20623	W.Shore	P69171	W.Shore	P69646	W.Shore	P70239
ShelterBay	P69103	W.Shore	P20624	W.Shore	P69172	W.Shore	P69649	W.Shore	P77681
ShelterBay	P69104	W.Shore	P20625	W.Shore	P69173	W.Shore	P69653	W.Shore	P77682
ShelterBay	P69105	W.Shore	P20626	W.Shore	P69175	W.Shore	P69654	W.Shore	P77683
ShelterBay	P69106	W.Shore	P20627	W.Shore	P69177	W.Shore	P69656		
ShelterBay	P69107	W.Shore	P20628	W.Shore	P69178	W.Shore	P69657		
ShelterBay	P69108	W.Shore	P20629	W.Shore	P69179	W.Shore	P69658		
ShelterBay	P69109	W.Shore	P20630	W.Shore	P69180	W.Shore	P69661		
ShelterBay	P69110	W.Shore	P20631	W.Shore	P69181	W.Shore	P69663		
ShelterBay	P69112	W.Shore	P20632	W.Shore	P69182	W.Shore	P69669		
ShelterBay	P69113	W.Shore	P20634	W.Shore	P69183	W.Shore	P69670		
ShelterBay	P69114	W.Shore	P20635	W.Shore	P69184	W.Shore	P69672		
ShelterBay	P69115	W.Shore	P20638	W.Shore	P69185	W.Shore	P69674		
ShelterBay	P69116	W.Shore	P20639	W.Shore	P69186	W.Shore	P69675		
ShelterBay	P69117	W.Shore	P20744	W.Shore	P69187	W.Shore	P69676		
ShelterBay	P69118	W.Shore	P20745	W.Shore	P69188	W.Shore	P69678		
ShelterBay	P69119	W.Shore	P20746	W.Shore	P69189	W.Shore	P69679		
ShelterBay	P69120	W.Shore	P20747	W.Shore	P69190	W.Shore	P69680		
ShelterBay	P69121	W.Shore	P20748	W.Shore	P69191	W.Shore	P69681		
ShelterBay	P69122	W.Shore	P20749	W.Shore	P69192	W.Shore	P69683		
ShelterBay	P69123	W.Shore	P20750	W.Shore	P69193	W.Shore	P69685		
ShelterBay	P69124	W.Shore	P20751	W.Shore	P69194	W.Shore	P69686		
ShelterBay	P69125	W.Shore	P20753	W.Shore	P69195	W.Shore	P69687		
W.Shore	P20575	W.Shore	P20754	W.Shore	P69196	W.Shore	P69690		
W.Shore	P20577	W.Shore	P20755	W.Shore	P69197	W.Shore	P69691		
W.Shore	P20579	W.Shore	P20765	W.Shore	P69198	W.Shore	P69692		
W.Shore	P20580	W.Shore	P20766	W.Shore	P69199	W.Shore	P70205		
W.Shore	P20581	W.Shore	P20768	W.Shore	P69200	W.Shore	P70206		
W.Shore	P20582	W.Shore	P20769	W.Shore	P69202	W.Shore	P70207		
W.Shore	P20583	W.Shore	P20770	W.Shore	P69204	W.Shore	P70208		
W.Shore	P20585	W.Shore	P20773	W.Shore	P69205	W.Shore	P70209		
W.Shore	P20587	W.Shore	P20782	W.Shore	P69208	W.Shore	P70210		
W.Shore	P20588	W.Shore	P20783	W.Shore	P69207	W.Shore	P70211		
W.Shore	P20589	W.Shore	P20812	W.Shore	P69208	W.Shore	P70212		
W.Shore	P20590	W.Shore	P20814	W.Shore	P69605	W.Shore	P70213		
W.Shore	P20591	W.Shore	P20815	W.Shore	P69606	W.Shore	P70214		

COPY

ATTACHED TO ASSIGNMENT OF LEASE

STATE OF WASHINGTON }
COUNTY OF SKAGIT } SS:

I certify that I know or have satisfactory evidence that Lisa J. Newman
is the person who appeared before
me, and said person acknowledged that that she signed this instrument, on oath stated she
is authorized to execute the instrument and acknowledge that as the
Member of Deer Ridge Investments, LLC
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

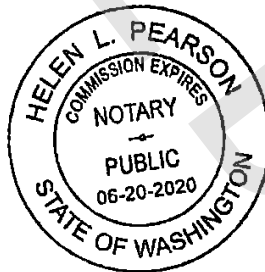
Dated: October 30, 2017

Helen L Pearson

Notary Public in and for the State of Washington

Residing at Starwood

My appointment expires: 6-20-2020



COPY

ATTACHED TO ASSIGNMENT OF LEASE

STATE OF WASHINGTON }
COUNTY OF SKAGIT } SS:

I certify that I know or have satisfactory evidence that **Mark A. Bundy and Debra A. Bundy**

are the persons who appeared before me, and said personare 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.

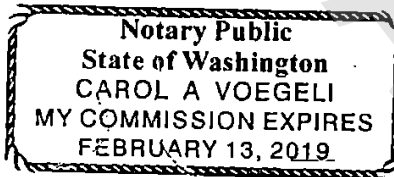
Dated: October, 2017

Carol A Voegeli

Notary Public in and for the State of Washington

Residing at: Oak Harbor

My appointment expires: 2-13-2019



COPY

Recorded at the
U.S. Department of the Interior
Bureau of Indian Affairs
Land Titles and Records Office
Document Number: 2087590656
Date: 2012 AUG 16 04:41 PM
LTRO: Portland

Annual Rent: \$3,400.00 + \$10.00 Tideland
AOS/Bond: \$3,400.00
Administrative Fee: \$102.00

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

LEASE MODIFICATION

Allotment: 122 43

Lease Number: 122 2087590656 RS HS

It is hereby agreed by and between Deer Ridge Investments, LLC, Lessee(s), and the Dr. Joe, Division I Landowners, Allotment No. 122 43, Swinomish Indian Reservation, Lessors, that Lease Number 122 2087590656 HS covering Lot 16, of the Dr. Joe, Division I Waterfront Tracts, within Govt. Lot 3, Section 3, Township 33 North, Range 2 East, Willamette Meridian, Skagit County, Washington be modified for the following reasons:

To revise how and when the subject lease is adjusted,

The lease is modified as follows:

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

1. Lessee will pay the pro-rated rent in the amount of \$2,831.78 to cover rent for the period of August 1, 2012 thru May 31, 2013.
2. \$3,400 in Annual Rent + \$10.00 Tideland is due on the anniversary payment date of June 1, 2013 and also on June 1, 2014.
2. 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.

Annual Rent: \$3,400.00 + \$10.00 Tideland
AOS/Bond: \$3,400.00
Administrative Fee: \$102.00

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

LEASE MODIFICATION

Allotment: 122 43

Lease Number: 122 2087590656 ^{RS}~~HS~~

It is hereby agreed by and between Deer Ridge Investments, LLC, Lessee(s), and the Dr. Joe, Division I Landowners, Allotment No. 122 43, Swinomish Indian Reservation, Lessors, that Lease Number 122 2087590656 ^{RS}~~HS~~ covering Lot 16, of the Dr. Joe, Division I Waterfront Tracts, within Govt. Lot 3, Section 3, Township 33 North, Range 2 East, Willamette Meridian, Skagit County, Washington be modified for the following reasons:

To revise how and when the subject lease is adjusted,

The lease is modified as follows:

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

1. Lessee will pay the pro-rated rent in the amount of \$2,831.78 to cover rent for the period of August 1, 2012 thru May 31, 2013.
2. \$3,400 in Annual Rent + \$10.00 Tideland is due on the anniversary payment date of June 1, 2013 and also on June 1, 2014.
2. 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.

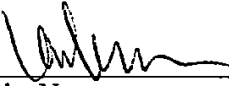
Annual Rent: \$3,400.00 + \$10.00 Tideland
AOS/Bond: \$3,400.00
Administrative Fee: \$102.00


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 (\$3,400.00) 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 \$3,400.

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



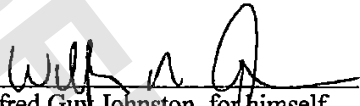
Lisa Newman
Deer Ridge Investments, LLC




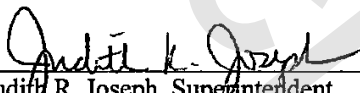
Lee Newman
Deer Ridge Investments, LLC


Annual Rent: \$3,400.00 + \$10.00 Tideland
AOS/Bond: \$3,400.00
Administrative Fee: \$102.00

Trust Signatories:


Wilfred Guy Johnston, for himself
**and Mark W. Joe, Sr., Robert Randy Johnston,
David William Johnston, and Rebecca Ann Swinton**

[REDACTED]


Judith R. Joseph, Superintendent
Robert Joe Sr. ESTATE

[REDACTED]

Bureau of Indian Affairs
Puget Sound Agency
2707 Colby Avenue, Suite 1101
Everett, Washington 98201-3665

[REDACTED]

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.

The modification 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.

08/3/12
Date


Superintendent
Puget Sound Agency

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

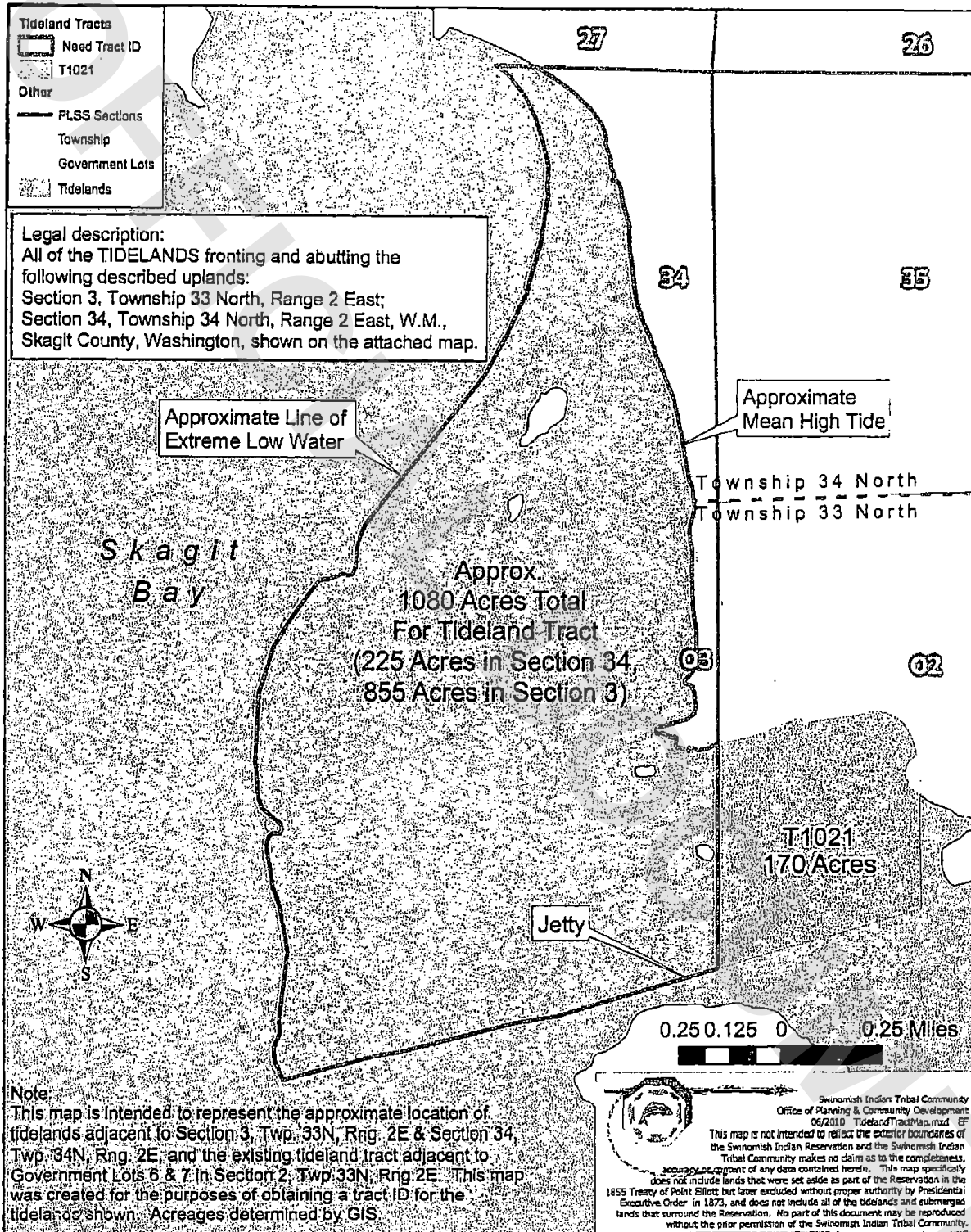
Area	Pnumber
W.Shore	P69608
W.Shore	P69609
W.Shore	P69611
W.Shore	P69612
W.Shore	P69613
W.Shore	P69614
W.Shore	P69620
W.Shore	P69621
W.Shore	P69622
W.Shore	P69626
W.Shore	P69627
W.Shore	P69633
W.Shore	P69634
W.Shore	P69636
W.Shore	P69639
W.Shore	P69640
W.Shore	P69641
W.Shore	P69642
W.Shore	P69643
W.Shore	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

COPY

122 1215

Map Showing Location of New Tideland Tract Abutting:
Section 3, Twp. 33N, Rng. 2E & Section 34, Twp. 34N, Rng. 2E
Swinomish Indian Reservation



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

122 1174

Lease: \$2,500.00
Bond: \$2,500.00
Admin. Fee: \$75.00

LEASE

Puget Sound Agency

Allotment: I0043 - Dr. Joe

Lot 16 Div. I

Lease # 8759 06-56

122 2087590656 RS

THIS CONTRACT, made and entered on this...1st...day of...June...A.D. 2006, 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 "landowner" and:

Deer Ridge Investments, LLC

hereinafter called the "lessee" in accordance with the provision of existing law and the regulations (25 CFR 162) which by reference are made a part hereof and supplemental sheets 1 & 2, items 1-22 attached.

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 16 Division I, of Dr. Joe Waterfront Tracts, recorded plat on file with the Bureau of Indian Affairs, within Govt lot 3, Section 3, Township 33 North, Range 2 East, W.M., Skagit County, Washington, on the Swinomish Indian Reservation.

containing15....acres, more or less, for the term of ..50...years, beginning on the ...1st.....day of ...~~June~~ 2006....., to be used only for the following purposes:

④ August

Home Site & Recreation

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

TO	DATE DUE	AMOUNT
④ August	④ August	
.....BUREAU OF INDIAN AFFAIRS.....	.....1st...AND UPON.....	.....** \$2,500.00...PER YEAR
.....FOR THE LESSORS.....	.....EACH SUCCESSIVE ANNIVERSARY.....	.....SUBJECT TO.....
.....	.....DATE OF THE LEASE THEREOF.....	.....PROVISION.#7 OF THE
.....	.....FOR THE TERM OF THE EASE.....	.....LEASE.....
.....	.....	.....+ \$10 Tideland fee.....

** NOTE: THE LEASE IS SUBJECT TO RENTAL ADJUSTMENT IN THE YEAR 2011.

*** NOTE: IT HAS BEEN DETERMINED THAT LEASING THIS LAND WILL HAVE NO SIGNIFICANT IMPACT ON THE SURROUNDING ENVIRONMENT.

Lease payments are due on or before the due date, If not paid in full a late fee of 18% per annum will be charged until paid in full, PAYMENT IS TO BE MADE IN THE FORM OF A CASHIERS CHECK OR MONEY ORDER ONLY, PERSONAL CHECKS ARE NOT ACCEPTABLE.

COPY

122 1174

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 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 the 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 of company for its general benefit.
9. **Violators 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 the 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 their 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 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) 14-22 has (have) been added hereto and by reference is (are) made a part of hereof.

COPY

122 1174

SUPPLEMENTAL SHEET

SWINOMISH WATERFRONT LOTS

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 a building permit if the Planning commission so rules.
16. It is understood and agreed that it shall be the Lessee's responsibility to ascertain 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 no 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 the 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 it's 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 an 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 obligations thereunder.
22. Septic and water systems shall meet Tribal standards which are the same as those administered by Skagit County Health Department.

COPY

122 1174

I agree to these terms and conditions.



Deer Ridge Investments, LLC



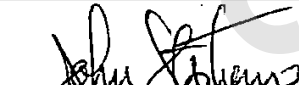
7/15/2022 11:06:45

Trust Signatories:



M. Brian Cladoosby

Power of Attorney for Norma Joe Johnston



John Stephens

Power of Attorney for Robert Joe Sr.



This new 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.

Approved: AUG 25 2006

ACTING


Superintendent, Puget Sound Agency

COPY