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08/08/2023 02:21 PM Pages: 1 of 28 Fees: \$280.50
Skagit County Auditor

COPY

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2023 7579

AUG 08 2023

Amount Paid \$ 3513.80

Skagit Co. Treasurer

By CA Deputy

Document Title: Residential lease

Reference Number :

Grantor(s): additional grantor names on page ___

1. Walter A. Bowwens

2.

Grantee(s): additional grantee names on page ___

1. marisa D. Vitello and Thomas E. Yoder, married couple

2.

Abbreviated legal description: full legal on page(s) ___

Lot 38, Capet Zalsiluce water front Tracts

Assessor Parcel / Tax ID Number: additional tax parcel number(s) on page ___

53302030804 / 5105-000 -038 -0000 / P110728

I, Tiffany Rraeho, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$203.50 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Dated

8/8/2023

27

Lease No. **122 4200403744 RS**

Rent: \$ 4,548.11

Bond: \$ 4,548.11

Tideland Fee: \$10.00

Rent + Tideland Fee: **\$ 4,558.11**

RESIDENTIAL LEASE

NEW LEASE

This lease is made and entered into by and between the Trust/Restricted landowners of the Swinomish allotment 122 – 41 (CAPET ZALSILUCE), hereinafter designated as the "Lessor(s)" and THOMAS EVERETT YODER and MARISA DANIELLE VITIELLO hereinafter designated as the "Lessee(s)."

(Mailing Address of Lessee(s)):

THOMAS E. YODER (PRIMARY)
POST OFFICE BOX 274
LA CONNER, WASHINGTON 98257

Phone #: **(253) 306 - 7849**

Email: motredoy@gmail.com

MARISA D. VITIELLO
POST OFFICE BOX 274
LA CONNER, WASHINGTON 98257

Phone #: **(206) 612 - 7012**

Email: asiramv@gmail.com

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

The Lessor(s) hereby leases to the Lessee(s), Lot **38** of the Capet Zalsiluce Waterfront Tracts, Allotment 122 - 41, within the Swinomish Indian Tribal Community Reservation, this lot consisting of **0.15** acres, more or less, and more specifically described in:

Exhibit "A" (Legal Description and Survey/Maps).

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.

The term of this lease shall be for an initial term of twenty-five (25) years with an automatic renewal for an additional twenty-five (25) years term, not to exceed a total of fifty (50) years—Lessor(s) consent to, and a notice of, the automatic renewal. Therefore, an additional consideration for the automatic renewal is not required. This lease is set to start on **June 1, 2023**, and will expire on **May 31, 2073**.

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).

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NEW LEASE – LOT 38, CAPET ZALSILUCE (YODER/VITIELLO)
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This residential lease is authorized in its entirety and restated as the following:

WITNESSETH:

- A. That the Lessor(s), in consideration of the rents, covenants and agreements hereinafter provided, does hereby lease to the Lessee(s) particular real property on the Swinomish Indian Reservation, Skagit County, Washington, described on the attached Exhibit "B" 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(s) 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 so as not to adversely impact the 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 of it, to Lessee(s) for the lease term years stated on the first page, in return for Lessee's payment of annual rentals during the term of the lease. The Lessee(s) shall pay rent to the LOCKBOX outlined in Section 1.7. Yearly rent is due on the 1st day of every June during the said term, together with any adjustments, as outlined in Section 1.
- C. Lessor(s) as a result of this covenants with Lessee(s) that upon payment of the rent and observance and performance by Lessee(s) of all covenants and promises contained herein, Lessee(s) shall peaceably hold and enjoy said Premises for the leased term without hindrance or interruption by Lessor(s) or any other person or persons lawfully claiming by, through or under it, except as herein expressly provided.

Section 1 RENTALS

- 1.1 Lessee(s) agrees and covenants to pay without further demand to the Secretary the rent, without offset, request, or deduction for every lease year during the term hereof, payable in advance and after that annually during the time of this lease except as from now on provided for the same to be adjusted. The rental adjustment: index method and fair market rental are subject to change—review sections 1.4 and 1.5 for additional details.
- 1.2 Annual rent must be paid in full for June 1, 2023, to May 31, 2024. In addition, the Lessee(s) warrants all associated taxes, utilities, or assessments on "*personal property*," also known as the "*improvement*," and payments will be maintained in good standing. If this lease is assigned, the Lessee(s) will pay all outstanding balances before starting the transfer request.
- 1.3 For the year 2023 and forward, the annual rent will be due on June 1st.

- 1.4 Rental Adjustment – Index Method (*outlined in Exhibit "B"*). The rent shall be adjusted every fourth year starting June 1, 2023, for the remaining lease term. The Bureau of the Indian Affairs ("B.I.A.") will adjust the rental adjustment - index method by increasing or decreasing the most recent annual rent by a percentage calculated (Except for years 2023, 2035, 2047, 2059, 2071, 2083, and 2095.) The index method is as follows:
- a. The percentage change will be the median percentage change over four years in the land portion of the assessed value of the 253 waterfront and water view properties identified in the attached Exhibit "B." 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 2023 and 2027 tax years.
 - 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 parcels change their use from residential, they will be deleted from the list. If any parcel is subdivided, it will be deleted from the list for the next adjustment. Still, 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 – Fair Market Rental: A rental adjustment will be performed every four (4) years during the lease term and will continue in concurrence with the original lease. On the anniversary 4th year, the B.I.A. will adjust concurrence with the Fair Market Rent or Value ("FMR" or "FMV"), reviewed and approved by the Department of Interior, Office of Appraisal Services (AVSO), or the appointed Federal Agency, handling appraising services. Landowner(s) consent for the adjustment shall be required if the adjustment would result in a decrease in fair annual rent. Rental adjustments may be disputes under 25 CFR subpart 2. (25 CFR §162.328(c) & (d)). The FMR adjustments are **2023, 2035, 2047, 2059, 2071, 2083, and 2095.**
- 1.6 Late Charge: 30 days after becoming due, the B.I.A. will generate an invoice with the following interest of **18%** times the delinquent amount owed. Late payments are due on the 31st day from the rental due date, failure to make a payment will result in a lease violation.
- 1.7 Rental Payment: Payment shall be made directly to the Bureau of the Indian Affairs ("B.I.A.") each year. Our preferred method of payment is electronic funds transfer payment. We will also accept: (1) Money Orders, (2) Personal Checks, and (3) Certified or Cashier's checks. We will accept third-party checks only from financial institutions or Federal Agencies. (We will NOT accept cash or foreign currency.) 25 C.F.R. § 162.325. PLEASE DO NOT MAIL YOUR PAYMENTS TO THE PUGET SOUND AGENCY.

REMINDER: The LOCKBOX address is subject to change; please check with the Puget Sound Agency for any updates.

LOCKBOX regular mailing address:

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

LOCKBOX express mailing address:

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

Lessee(s) can make online payments at the following website:

<https://pay.gov> (Enter in the search bar: **BIA TRUST PAYMENTS**)

Upon request of the Indian Landowner(s), we may issue invoices to a Lessee(s) of the dates on which payments are due under this lease. However, the Lessee(s) obligation to make these payments promptly will not be excused if invoice(s) are not issued, delivered, or received 25 C.F.R. § 162.327.

Section 2 PAYMENT OF TAXES AND ASSESSMENTS

- 2.1 Lessee(s) 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(s) or Lessee(s), in respect thereof, are now or may, during the said term, be assessed or become liable, whether assessed to or payable by Lessor(s) or Lessee(s), including any tax imposed by the Swinomish Indian Tribal Community and specifically including the Swinomish Trust Improvement Use and Occupancy Tax; provided, HOWEVER, that for any assessment made under any betterment or improvement law or special assessment which may be payable in installment. Lessee(s) 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(s) shall furnish to the Secretary written evidence, duly certified, that any and all taxes required to be paid by Lessee(s) have been paid, satisfied, or otherwise discharged. Lessee(s) shall have the right to contest any claim, asserted tax, or assessment against the property by posting a bond to prevent enforcement of any lien resulting therefrom, and Lessee(s) agrees to protect and hold harmless the Lessor(s),

NEW LEASE – LOT 38, CAPET ZALSILUCE (YODER/VITIELLO)

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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(s) 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(s) or Lessee(s), in respect thereof, may, during the said term, be assessed or become liable. Including, 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(s) or Lessee(s). 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(s). Lessee(s) shall hold harmless the Lessor(s) 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(s) agrees they will not use or cause to be used any part of the leased premises for any unlawful conduct or purpose. Lessee(s) 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 C.F.R. Part 162.014, and will indemnify Lessor(s) against all actions, suits, damages, and claims by whomsoever brought or made because of the nonobservance or nonperformance by Lessee(s), it's guests and/or invitees of said laws, ordinances, rules, and regulations or this covenant.

Section 5 CONSTRUCTION, REPAIR AND MAINTENANCE

- 5.1 Lessee(s) will, during the term of this lease and at its own expense, repair, maintain, and keep premises and all buildings and improvements now or hereafter built on the leased land in decent, safe, and sanitary conditions.
- 5.2 Lessee(s) covenants that they 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 Before the application and issuance of building construction, the Lessee(s) will obtain a permit from the Swinomish Planning and Community Development Department, and utility hook-up for water and sewer service authorization is needed from the Swinomish Utility Authority.
- 5.4 Lessee(s) covenants will ensure that any improvements, including landscaping, constructed on the leased premises are within the lot boundary lines. If the Lessee(s) violates this provision, they shall be liable for all costs incurred in moving said improvements or additional rent for leasing another lot on which Lessee(s) has trespassed.

Section 6 RESIDENTIAL USE

Lessee(s) will use and allow the use of said premises for residential dwelling purposes only and will not, at any time during the 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, except as allowed in Section 9.1 of this lease, 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(s) 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(s) shall, within twelve (12) months or sooner, if the Swinomish Tribal Health Officer judges such improvements to be a risk or public health or safety, of the occurrence of the casualty causing said destruction either restore the improvements to a 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 are otherwise required by this lease. If Lessee(s) restores said, partial, or destroyed improvements to habitable condition, the Lessee(s) shall do such restoration or rebuilding strictly per the restrictions, covenants, and conditions contained in this lease.

Section 8 HOLD HARMLES & INDEMNIFICATION.

- 8.1 Neither the Lessor(s) 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(s) 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 casualties on said premises or from any other cause whatsoever; and Lessee(s), as a material part of the consideration for this lease, hereby waives on Lessee's behalf all claims against Lessor(s) and/or the United States and agrees to hold Lessor(s) 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(s), together with all costs and expenses in connection therewith.
- 8.2 Further, the Lessee(s) indemnifies the United States and the Lessor(s) against all liabilities or costs relating to the 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(s) is not required to indemnify the Lessor(s) for liability or cost arising from the Lessors' negligence or willful misconduct.

Section 9 LIENS

9.1 Consent Required: Lessee(s) 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 the Lessor(s) in each instance, which consent shall not be unreasonably withheld. The consent by the Lessor(s) 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 the prohibition against any assignment or subletting by law. If this lease is assigned, or if the leased premises or any parts thereof are sublet or occupied by anybody other than Lessee(s), 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 the tenant, or a release of Lessee(s) from the further performance by Lessee(s) of covenants on the part of the Lessee(s) herein contained; furthermore, notwithstanding any assignment or sublease Lessee(s) 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(s) approves an assignment for the entire balance of the Lessee's term then remaining, such act shall constitute a release of the Lessee(s) from performing any of the then remaining terms, covenants and conditions of the lease.

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

9.2 Consent to Mortgage: The Lessee(s) may request a leasehold mortgage without further consent. The Lessee(s) must first have an approved B.I.A. lease, and it must be recorded with B.I.A. – Land Titles and Records (“L.T.R.O.”) and shown on the specific trust or restricted allotment. Lessee(s) can verify this on the B.I.A. Title Status of Record (“T.S.R.”). The T.S.R. may only be requested by the Lessee(s) or the Lessor(s). The following mortgage must comply with the requirements outlined in the 25 C.F.R. Parts 162, 52 I.A.M. 4 and the encumbrance instrument; assign this lease by way of mortgage and/or encumbrance to any bank, the insurance company, or other established lending institution for borrowing capital for the sole purposes of:

- a) Compliance to 25 C.F.R. Parts 162.357-162.360 and 52 I.A.M. 4.
- b) The construction, maintenance, enlargement, and/or betterment of the premises and/or leasehold improvements.
- c) The bona fide sale or purchase of the leasehold improvements located thereupon.

A mortgage and/or encumbrance instrument to secure refinancing of a loan for the purposes described in Section 9.2(a)(b)(c) shall also fall within this consent.

Suppose a sale or foreclosure under the approved mortgage or encumbrance occurs, and the mortgage or encumbrance is the purchaser. In that case, they 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. Suppose the purchaser is a party other than the encumbrancer. In that case, the Secretary's approval of any assignments is required, and such purchaser will be bound by the terms of this lease and assume all the obligations hereunder.

- 9.3 Standards for Consent: The following standards apply to lease assignments or to sublet as specified in Section 9.1, among other such reasonable ones, may be considered by Lessor(s) 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(s), 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(s) in the leased premises and improvements located thereon. If consent is refused, then upon the Lessee(s) request, the Lessor(s) and/or Secretary will give their reasons for such refusal.
- 9.5 Lessee(s) 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(s), and Lessee(s) shall discharge or post a bond against all such liens 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(s) 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(s) shall have no further rights hereunder and Lessee(s) 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(s) shall have the absolute right, without recourse to the courts, to reenter and take possession of the leased premises. The Lessor(s) shall further have all other rights and remedies as provided by law, including without limitation the right to recover damages from Lessee(s) in the amount necessary to compensate the Lessor(s) 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(s) through reletting the premises.

- 10.2 It is further agreed that the Lessor(s) shall afford any mortgagee or beneficiary in any deed of trust, mortgage, or other security instruments the right to cure any default by Lessee(s) within said periods stated above after written notice to said beneficiary and any encumbrancer, as provided herein, so long as the Lessee(s) has complied with notice requirements in Section 10.1. The periods to cure shall be computed from the date of receipt by the said beneficiary by certified mail of such notices from the Lessor(s), 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 according to the provisions in this Section (10), the Lessor(s) shall have any rights to which it would be entitled in the event of the expiration or sooner cancellation of this lease.
- 10.4 Lessor(s) 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(s) 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(s) under the provisions of this lease and to secure performance of all other obligations of Lessee(s) hereunder. The Lessee(s) shall assist the Lessor(s) in perfecting such personal property security interest by executing, when required by Lessor(s), all necessary financing statements.

Section 11 PERMITS AND RIGHT-OF-WAYS

- 11.1 Lessor(s) does hereby give and grant unto Lessee(s) access for ingress and egress to the premises hereby leased over and upon any roadways now or hereafter established by the Lessor(s), subject to Swinomish Tribal laws, rules, regulations, and fees regarding tideland access. Lessee(s) may also use all public roads, paths, and beaches to access Skagit Bay. Such access shall be nonexclusive, to be used in common with other Lessees of the Lessor(s) and members of the Swinomish Indian Tribal Community and said Tribal members' guests and invitees. Lessor(s) disclaims any intent or purpose to dedicate such public places to a public purpose. Such use by Lessee(s) is subject to reasonable rules and regulations as the Swinomish Indian Tribal Community may, from time to time, establish for 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. In addition, the Lessee(s) 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 Regarding the Tribes' undivided interest, per approved Swinomish Indian Tribal Community Resolution No. 2019-01-013, the Tribe is consenting to electric services line agreement with Puget Sound Energy for new services to residential structures located on Swinomish Allotment 122 34-1, 122 37, 122 39, 122 41, and 122 43 (known as the "Pull & Be Damned Tracts") (Electric Service Line Agreement L.T.R.O recorded 122 4200166254.)
- 11.3 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 for the course of said construction, operation, repair, and maintenance, nor will such utilities be so located as to deprive the Lessee(s) of use of the leased premises for residential purposes.
- 11.4 Lessee(s) shall obtain written permission from the Secretary before removal of any trees or vegetation. No charge shall be incurred by the Lessee(s) for the stumpage value of the forest products so removed as long as such products are made available to Lessor(s). Should Lessee(s) wish to use products for his/her personal use, the Lessee(s) is responsible for paying stumpage value as determined by the Secretary. Lessor(s), Tribe, and the B.I.A. assume no responsibility for the cost or removal of trees on leased, vacant, or unleased land.
- 11.5 Lessee(s) shall have the right to enter into agreements with public utility companies, or the Swinomish Utility Authority, to provide utility services, including, but not limited to, gas, water, electricity, telecommunications, and sewer facilities necessary for the full enjoyment of the leased premises and the development thereof in accordance with the provisions of this lease, which agreement shall be binding upon any sublessee, subtenant, or other occupants of the premises.
- 11.6 Upon entering into such agreement or agreements, the Lessee(s) shall furnish the Secretary executed copies thereof together with a plat or diagram showing the actual location of the utility lines to be constructed in accordance therewith.
- 11.7 Lessor(s) hereby consents to grant a right of way by the dedication of fee, easement, or otherwise for streets and utility facilities necessary for the full enjoyment of the leased premises and development thereof during this term lease. Such rights of way may be granted by the Secretary pursuant to the Act of February 5, 1948, and any amendments thereto, as implemented by regulations of the Secretary, 25 U.S.C. §323, *et seq.*, and the implementing regulations found at 25 C.F.R. Part 169. Suppose Lessee(s) shall elect to dedicate any such right(s) of way at any time.

In that case, Lessor(s) shall cooperate with the Lessee(s) to affect such dedication(s) in accordance with 25 C.F.R. Part 169 and shall execute such documents as may be required, provided that neither Lessor(s) nor Secretary shall bear any cost or expense in connection therewith.

Section 12 REMOVAL and TITLE TO IMPROVEMENTS

- 12.1 Structures, installations, or improvements now existing or hereafter placed on the leased premises by Lessee(s) are, shall be, and remain the personal property of the Lessee(s) and shall be removed by Lessee(s) 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. Suppose the Lessee(s) fails to completely remove such structures, installations, or improvements within sixty (60) days. In that case, title thereto shall immediately vest in the Lessor(s) subject to any existing encumbrance. Should the Lessor(s), in his reasonable judgment, 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(s). Lessee's obligations in this subsection will not apply when an encumbrancer takes title at a foreclosure sale or via deed instead of foreclosure. However, any other purchaser at foreclosure shall be subject to the obligations in this subsection if his/her interest in the lease subsequently expires or is canceled.
- 12.2 Machines, appliances, equipment, furniture, and fixtures of any kind now existing or hereafter placed on the leased premises by Lessee(s) shall be removed by Lessee(s) within sixty (60) days after the expiration of the term of this lease or sooner cancellation thereof; provided, HOWEVER, Lessee(s) agrees to repair any and all damages occasioned by the removal thereof. Suppose any such machines, appliances, equipment, furniture, and trade fixtures are not removed within sixty (60) days after the cancellation of this lease. In that case, the same may be considered abandoned and shall thereupon become the property of the Lessor(s) without cost to the Lessor(s) and any payment to the Lessee(s); except that the Lessor(s), at its sole option, shall have the right to have the same removed and stored at the expense of the Lessee(s).
- 12.3 During any period employed by Lessee(s) under this Section to remove structures, installations, improvements, machines, appliances, equipment, furniture, and fixtures, Lessee(s) shall pay rent to the Lessor(s) by the lease which rent shall be prorated and invoiced for that time of use.

SECTION 13 BONDS

- 13.1 Lessee(s) will provide a form of Security in an amount equal to the year's lease value set by the rent amount during the rental adjustment periods as specified in Sections 1.4 and 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 lease term. Acceptable forms of Security include an Assignment of Savings, Surety Bond issued by a company approved by the U.S. Department 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(s) shall submit proper documentation as an Assignment or Mutual Cancellation of their lease or in written explanation to B.I.A. Puget Sound Agency. Upon receiving such a request, B.I.A. will release the Security to the Lessee(s) unless it is determined the Security must be redeemed or collected to fulfill contractual obligations or remedy a lease payment violation.

Section 14 MISCELLANEOUS

- 14.1 Acceptance of rent by Lessor(s) shall not be deemed to be a waiver by it of any breach by Lessee(s) 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(s) 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(s)" and "Lessee(s)" 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 there 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 inure 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 in this lease shall operate to delay or prevent termination of the Federal trust responsibilities for the leased premises; HOWEVER, such termination shall not abrogate this lease.
- 14.5 Enforceability: The obligations of the Lessee(s) to the Lessor(s) are enforceable by the United States and the Lessor(s), so long as the land remains in trust or restricted status.
- 14.6 While the leased 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 and the land's owner(s).
- 14.7 Amendments: Lessee(s) shall not amend this lease except in writing, providing a statement regarding what needs to be amended and requesting the B.I.A. to provide an amended draft document, as the Lessee(s) will review and apply their notarized signature and follow the list situational for consent(s). The Lessee(s) will collect Landowners' consent under the requirements in § 162.346; and B.I.A. approval of the amendment under § 162.347 and 162.348.
- 14.8 This Lease shall be valid and binding only after the 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. Still, this provision shall be construed to extend this contract 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 C.F.R. Part 162. Accordingly, the B.I.A. may treat any lease provision that violates Federal law as a violation of the lease (25 C.F.R. Part 162.313(e)). In addition, the B.I.A. may treat as a lease violation any failure by the Lessee (s) to cooperate with a B.I.A. request to make appropriate records, reports, or information available for B.I.A. inspection and duplication (25 C.F.R. Part 162.313(c)(6)).
- 14.12 It is understood and agreed that the Lessee(s) has no guarantee of their safety due to the erosion problems of improvements and personal property on the leased premises identified. The Lessee(s) chooses to rent this property and indemnify the Lessor(s) and the Federal Government harmless if the erodes and additional circumstances are related. The Lessee(s) acknowledge that the probability is entirely the Lessee(s) risk. The Lessor(s) and the Federal Government have no control over the erosion as natural forces control it through water, wind, ice, gravity transport rocks and soil, and nature's actions within the bay and on the lease premises. Therefore, B.I.A. may activate Emergency Action per 25 U.S.C. § 162.024 and, if applicable or notification from the Swinomish Tribes' departments in compliance with Section 4 of this lease.
- 14.13 Reservation: Lessee(s) shall use the premises exclusively for residential purposes, except as agreed to by the parties. Any rights not expressly provided are reserved by the Lessor(s). Minerals: Lessor(s) reserve all rights, as owned by the Lessor(s), to all mineral rights, including but not limited to oil, gas, or hydrocarbon substances. The Lessor(s) shall not exercise surface entry in connection with reserved mineral rights without the prior consent of the Lessee(s). Timber: Lessor(s) reserve all rights to timber and forest products on the leased premises as owned by the Lessor(s). Water: Lessor(s) reserve all rights owed by Lessor(s) to water on the leased premises, except that needed for residential purposes.
- 14.14 Historical, Archaeological, & Cultural Resources: If historic properties, archaeological resources, human remains, or other cultural items not previously reported are encountered during activity within the Leased premises, all activity in the immediate vicinity shall cease, and the Lessee(s) shall contact the B.I.A. and Swinomish Indian Tribal Community to determine how to proceed and appropriate disposition.

14.15 Death of Lessee(s):

In the event of the death of a Lessee, the B.I.A. should be notified as soon as possible.

Suppose there is more than one (1) Lessee. In that case, this living Lessee will only provide a written statement to the B.I.A. requesting an assignment to assist with administrative corrections. The residing Lessee must provide all supporting documents (i.e., *Death Certification*) to the B.I.A. for encoding updates and recording.

This lease will be automatically assigned as the administrative corrections to a Lessee's heirs or to include a Lessee's heir(s) to this lease. B.I.A. will follow what is stated in the probate order or other judgment/court order – identifying the heir(s) to the improvements owned previously by the deceased Lessee(s) on the leased premises. To assist the assignment, the new heir(s) will provide a written statement; explaining the situation and give B.I.A. a copy of their form of identification and certified copies of the following applicable documents: Last Will & Testament, Probate Order, or other Judgement/Court Order, Executorship documentation. Such lease assignment will not require additional Landowner's consent or B.I.A. approval (25 CFR 162.349(b)).

14.16 Marriage/Divorce Decree or Matrimonial Settlement Agreements:

The current Lessee may amend this lease to add a new Lessee in the event of marriage upon the written request of the current Lessee. Such request must include a copy of a certificate of marriage. Such lease amendment will not require additional Landowner's consent or B.I.A. approval.

The Lessee(s) may assign this lease to remove a Lessee in the event of divorce upon the request of the Lessee(s) wishing to be removed from the lease. A written request must be submitted and signed by all Lessee(s) agreeing to the lease and, if applicable, include a copy of the divorce decree or settlement agreement identifying the remaining Lessee as the owner of the improvements located on the leased premises. Such lease assignment will not require additional Landowner's consent or B.I.A. approval (25 CFR 162.349(b)).

14.17 EMERGENCY SERVICES:

IN AN EMERGENCY, CALL 911.**POLICE SERVICES**

SWINOMISH POLICE DEPARTMENT
17353 RESERVATION ROAD
LA CONNER, WASHINGTON 98257
PHONE NUMBER: (360) 466 - 7237

FIRE/EMT

SKAGIT COUNTY FIRE DISTRICT 13
17433 SNEE OOSH ROAD
LA CONNER, WASHINGTON 98257
PHONE NUMBER: (360) 466 - 1224

EXHIBIT "A"

Legal Description and Survey/Maps

LOT 38 OF THE CAPET ZALSILUCE WATERFRONT TRACTS, LOCATED IN A PORTION OF GOVERNMENT LOT 1, SECTION 3, TOWNSHIP 33 NORTH, RANGE 2 EAST, W.M., SKAGIT COUNTY, WA ON THE SWINOMISH INDIAN RESERVATION, ACCORDING TO THE PLAT RECORDED WITH THE DEPARTMENT OF INTERIOR, BUREAU OF INDIAN AFFAIRS, LAND TITLES & RECORDS OFFICE, UNDER DOCUMENT #122-651.

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

CONTAINS 0.15 ACRES, MORE OR LESS.

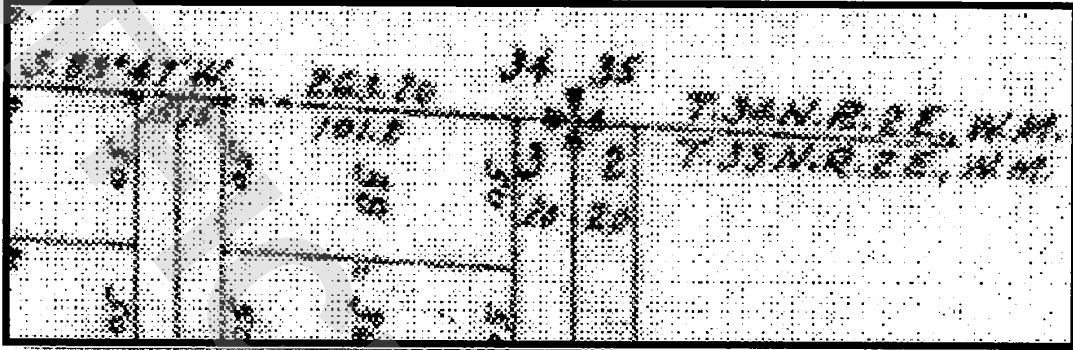
PHYSICAL ADDRESS: 18003 COBAHUD ROAD

PARCEL NO.: P110728

NEW LEASE – LOT 38, CAPET ZALSILUCE (YODER/VITIELLO)

Page 15 of 26

COPY



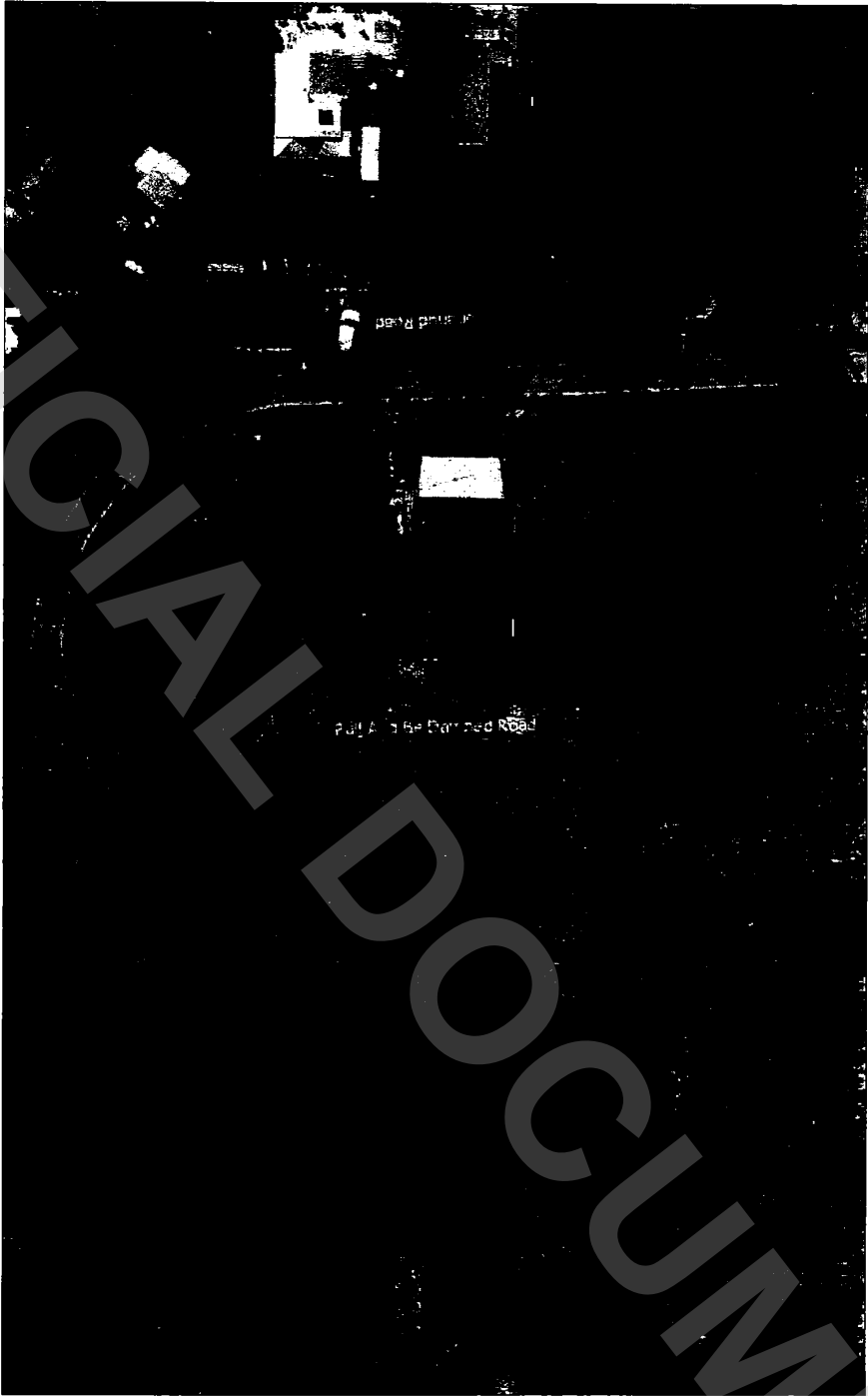
NEW LEASE – LOT 38, CAPET ZALSILUCE (YODER/VITIELLO)

COPY

UNOFFICIAL DOCUMENT

June 9, 2023

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



1:564

0 0.00475 0.0095 0.019 mi

0 0.0075 0.015 0.03 km

On the Aquarius™ platform, ALOS data was created from auxiliary products and existing map sources. Map names have been adjusted to suit the platform. While great care was taken in the process, map names may not always be the precise location or spelling to suit the map display. Users can be the greatest. 2021

NEW LEASE – LOT 38, CAPET ZALSILUCE (YODER/VITIELLO)

COPY

EXHIBIT "B"

The following list of 253 waterfront water view parcels is used for calculating medium average percentage change.

Number					
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	

The Lessee below accepts this NEW LEASE and agrees to fulfill all obligations, conditions, and stipulations in the said lease.

Lessee:

Thomas E. Yoder
THOMAS E. YODER

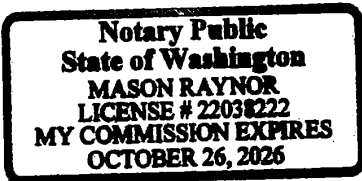
07/08/2023
Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)

COUNTY OF Whatcom)

The Notary acknowledged this record before me on the 8 th day of July, 2023, by THOMAS E. YODER, 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 8 th day of July, 2023.



Mason Raynor

Printed Name: MASON RAYNOR

Notary Public in and for the State of WASHINGTON

My appointment expires: 10/26/2026

The Lessee below accepts this NEW LEASE and agrees to fulfill all obligations, conditions, and stipulations in the said lease.

Lessee:



MARISA D. VITIELLO

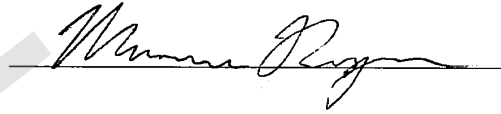
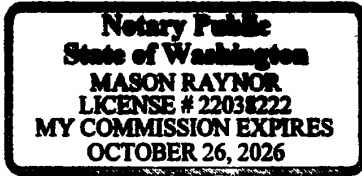
7/8/23
Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)

COUNTY OF Whatcom)

The Notary acknowledged this record before me on the 8 th day of July, 2023, by MARISA D. VITIELLO, 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 8 th day of July, 2023.



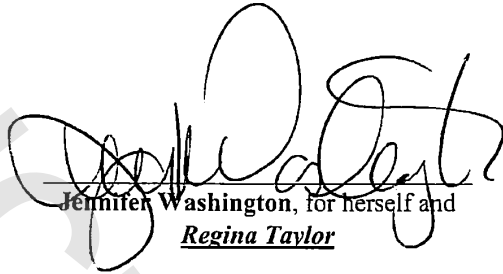
Printed Name: MASON RAYNOR

Notary Public in and for the State of WASHINGTON

My appointment expires: 10/26/2026

Trust Signatories:

ELECTRONIC SIGNATURE



Jennifer Washington, for herself and
Regina Taylor

6-19-23

25944 Community Plaza Way
Sedro Woolley, Washington 98284

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

NEW LEASE – LOT 38, CAPET ZALSILUCE (YODER/VITIELLO)

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COPY

ELECTRONIC SIGNATURE

Steve Edwards

6-21-23

Steve Edwards, Chairman

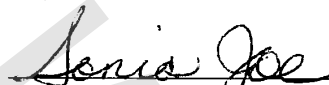
Swinomish Indian Tribal Community
11404 Moorage Way
La Conner, Washington 98257

NEW LEASE – LOT 38, CAPET ZALSILUCE (YODER/VITIELLO)

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COPY

ELECTRONIC SIGNATURE



Sonia Joe, for herself
17536 First Street
La Conner, Washington 98257

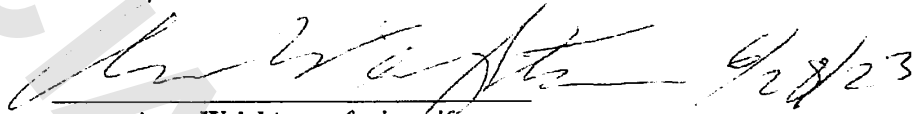
6-21-23

NEW LEASE – LOT 38, CAPET ZALSILUCE (YODER/VITIELLO)

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COPY

ELECTRONIC SIGNATURE

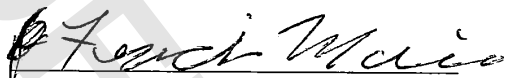
A handwritten signature in black ink, appearing to read 'Anna Weightman', followed by the date '8/28/23'.

Anna Weightman, for herself
Post Office Box 11821
Honolulu, Hawaii 96828

NEW LEASE – LOT 38, CAPET ZALSILUCE (YODER/VITIELLO)

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COPY



Francis Martin, for herself and
Merla Rae Martin,
11208 Swinomish Avenue
La Conner, Washington 98257

6-21-23

DATE

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

NEW LEASE – LOT 38, CAPET ZALSILUCE (YODER/VITIELLO)

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COPY



Digitally signed by
KELLY MILLHOUSE
Date: 2023.07.24
14:02:26 -07'00'

Acting Superintendent – Puget Sound Agency

Per 25 CFR 162.013

For Undetermined Heirs of a Decedent’s Estate:

- Norma Boome Estate,**
- Laverne Morales Estate,**
- Roger Barton Estate,**
- Ezra Z. Willey Estate,**
- Lucetta I. Willey Estate,**
- Dolores A. Brown Estate,**
- Ernestine Helbick Estate, and**
- Ernest A. Millholland, Jr. Estate.**

For those who are non-Compos Mentis
For Orphaned Minors
For Whereabouts Unknown
For Indians Who have given the Superintendent written
authority to execute leases on their behalf.

BIA, Puget Sound Agency
2707 Colby Avenue, Suite 1101
Everett, Washington 98201
Phone: (425) 622-9158

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



Digitally signed by KELLY
MILLHOUSE
Date: 2023.07.24 14:02:55
-07'00'

Acting Superintendent – Puget Sound Agency