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03/13/2020 11:17 AM Pages: 1 of 23 Fees: $125.50
Skagit County Auditor, WA

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WHEN RECORDED RETURN TO:

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Marissa Guerrero
DATE 03/13/2020

Land Title and Escrow
02-175668-OE

DOCUMENT TITLE(S):
ASSIGNMENT OF LEASE

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:
PAMELA DOWLER POWELL, as her separate property

GRANTEE:
SONDRA P MUGGEE, Trustee of THE SONDRA MUGGEE LIVING TRUST, dated January 4, 1996

ABBREVIATED LEGAL DESCRIPTION:

Tr. 38, Cobahud Waterfront Tracts.

TAX PARCEL NUMBER(S):
S3402340046, 5103-000-038-0000, P129619

Recorded at the
U.S. Department of the Interior
Bureau of Indian Affairs
Land Titles and Records Office
Document Number: 2092251363
Date: 2020 MAR 05 05:32 PM
LTRO: Portland

UNITED STATES

DEPARTMENT OF THE INTERIOR

BUREAU OF INDIAN AFFAIRS

ASSIGNMENT OF LEASE

Lease $ 9,984.32
Bond: $ 9,984.32
Tideland Fee: $ 10.00
Lease + Tideland Fee: $ 9,994.32

Lease No. 122 2092251363 HS
Allotment No. 122- 39

This ASSIGNMENT OF LEASE is made and entered into by Assignor(s) Pamela Dowlen Powell and a resulting Lease Agreement is made and entered into this same day by and between the landowners of Swinomish Allotment 122-39 hereinafter called the "Lessor" and the newly assigned "Lessee(s)": **Sondra Muggee, trustee of the Sondra Muggee Living Trust, dated January 4, 1996.**

(*Mailing Address*)

984 Vanderbilt Ave.
Claremont, CA 91711
Phone: (909) 255 - 7241
Email: sondra.muggee@yahoo.com

Lessors hereby lease to the Lessee, **Lot 38 of the Cobahud Waterfront Tracts, Allotment 122-39**, consisting of 0.15 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.

The original lease started on January 31, 2013 and this lease assignment is to Sondra Muggee, trustee of the Sondra Muggee Living Trust, dated January 4, 1996, and it will expire on January 30, 2063.

COPY

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This Lease, and any amendments, 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:

WITNESETH:

A. That the Lessor, in consideration of the rents, covenants and agreements hereinafter provided, does hereby lease to the Lessee certain real property on the Swinomish Indian Reservation, Skagit County, Washington, described on the attached Exhibit "A" which by this reference is incorporated herein as though set forth in full, subject to all easements and uses now in existence for rights-of-way and utilities, and reserving the Lessor the right to grant to any public utility or government authority, including that of the Swinomish Indian Tribal Community, as now or hereafter established or enacted, such rights-of-way over, across and under said real property for lines and other transmission facilities and appurtenances for electricity, gas, telephone, cable vision, water, sewer, drainage and similar public services and utilities and the right to enter said premises for the construction, maintenance, operation and repair of such facilities. To the extent possible, any future rights-of-ways will be granted in such a manner as to not adversely impact Lessee's use and enjoyment of the leased premises.

B. To have and to hold said premises, together with the rights, easements, privileges and appurtenances belonging or pertaining thereto, to Lessee for the term of Fifty (50) years in return for Lessee's payment of annual rentals during the term of the lease. Said rentals shall be paid to the Secretary in advance on the 1st day of the term hereof and the 1st day of each and every June thereafter during said term, together with any adjustments, in amounts as are set forth in Section 1.

C. Lessor hereby covenants with Lessee that upon payment of the rent and upon observance and performance by Lessee of all covenants and promises contained herein, Lessee shall peaceable 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. Annual rent for the term of June 1, 2019 to May 31, 2020 must have been paid in full in order for this lease to be approved.

1.2 Annual rent for the term of June 1, 2019 to May 31, 2020 must be paid in full in

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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 2020 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, 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 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, will be based on the median percentage change in the assessed land values between the Tax Years 2015 and 2019.

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 and 2059, the Bureau of Indian Affairs will adjust the rent using an appraisal to determine fair annual rent of the leased lot. The appraiser shall follow the Uniform Standards of Professional Appraisal Practice (USPAP).

1.6 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 owned. 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 the LOCKBOX ADDRESS:

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

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

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.

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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, it's guests and/or invitees of said laws, ordinances, rules and regulations or of this covenant.

Section 5 CONSTRUCTION, REPAIR AND MAINTENANCE

5.1 Lessee will, during the term of this Lease and its own expense; repair, maintain and keep premises and all buildings and improvements now or hereafter built on the leased land in a decent, safe and sanitary condition.

5.2 Lessee covenants that he/she will, at all times; build, construct operate and maintain said premises strictly in accordance with all health and sanitation, electrical, plumbing and building codes, laws, regulations and ordinances of the Swinomish Indian Tribal Community and will pass inspection thereunder where required.

5.3 Lessee will, prior to the application and/or issuance of a building construction permit from the Swinomish 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.

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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 sublessees 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

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released from performing any of the terms, covenants and conditions of this Lease; PROVIDED, HOWEVER, that in the event the Lessor approves an assignment for the entire balance of the Lessee's term then remaining, such act shall constitute a release of the Lessee from performing any of the then remaining terms, covenants and conditions of the lease.

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

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:

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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 promises 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

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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 it 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 place upon the premises by the Lessee and in all rents from such buildings and other improvements and all appurtenances attached thereto kept or used on the premises, whether such property is exempt from execution or not, to secure the payment of rent or other sums due the Lessor under the provisions of this Lease and to secure performance of all other obligations of Lessee hereunder. The Lessee shall assist the Lessor in perfecting such personal property security interest by executing when required by Lessor all necessary financing statements.

Section 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 deprived 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 An Assignment of Savings or Surety Bond to cover the amount equal to one year of rent ($9,984.32) is also required for the term of the lease. An additional option to the Assignment of Savings or Performance Bond is to acquire a CD (Cash Deposit) with a financial institution in Lessee's 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's rental amount of $9,984.32.

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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.

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EXHIBIT "A"

Legal Description

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

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

Containing 0.15 acres, more or less.

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

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Assignor hereby assigns all right, title and interest, in and to said lease.
Assignor (former Lessee):

Pamela Dowler Powell

Pamela Dowler Powell

Feb 13/20
Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF Skagit)

This record was acknowledged before me on the 13 th day of Feb., 2020 by Pamela Dowler Powell, known to me to be the individual described herein as Lessor and who executed this instrument and acknowledged that she 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 13th day of Feb., 2020.

DIANE M MILLS
NOTARY PUBLIC
STATE OF WASHINGTON
My Commission Expires May 9, 2021

Diane M Mills

Printed Name: Diane M Mills

Notary Public in and for the State of Washington

My appointment expires: May 9, 2021.

The Lessee named below hereby accept this assignment and agree to fulfill all obligations, conditions and stipulations contained in said lease.
Lessee:

Sondra Muggee, trustee of the Sondra Muggee Living Trust, dated January 4, 1996.

Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF _____)

This record was acknowledged before me on the ___th day of _____, 2020 by Sondra Muggee, known to me to be the individual described herein as Lessee and who executed this instrument and acknowledged that she 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 _____ day of _____, 2020.

_____

Printed Name: _____

Notary Public in and for the State of Washington

My appointment expires: _____.

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Assignor hereby assigns all right, title and interest, in and to said lease.
Assignor (former Lessee):

_____ _____
Pamela Dowler Powell Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF _____)

This record was acknowledged before me on the ___th day of _____, 2020 by Pamela Dowler Powell, known to me to be the individual described herein as Lessor and who executed this instrument and acknowledged that she 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 _____ day of _____, 2020.

_____
Printed Name: _____.
Notary Public in and for the State of Washington
My appointment expires: _____.

The Lessee named below hereby accept this assignment and agree to fulfill all obligations, conditions and stipulations contained in said lease.
Lessee:

Sondra Muggee February 11, 2020
Sondra Muggee, trustee of the Sondra Muggee Living Trust, dated January 4, 1996. Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF _____) See attached

This record was acknowledged before me on the ___th day of _____, 2020 by Sondra Muggee, known to me to be the individual described herein as Lessor and who executed this instrument and acknowledged that she 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 _____ day of _____, 2020.

_____
Printed Name: _____.
Notary Public in and for the State of Washington
My appointment expires: _____.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On February 11, 2020 (Date) before me, Jonathan Joseph Sanchez, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Sandra Muggee (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

JONATHAN JOSEPH SANCHEZ
COMM. #2311945
Notary Public - California
Los Angeles County
My Comm. Expires Nov. 6, 2023

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: BIA Assignment of Lease

Document Date: February 11, 2020 Number of Pages: —

Signer(s) Other Than Named Above: No other signers

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

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Trust Landowner Signatories:

Anthony Damien, for himself and Shaun M. Damien, Bertha W. Dan Jr., and Alma Damien
4247 Morning Glory Road
Colorado Springs, CO 80920 (719) 282-0103
Ownership Represented: 0.0722185555

Helen Lewis, for herself and
Brent Bob, Adrianne Terece Scates Hunter, Juliette D Scates, Tina Lawrence, Sandra Washington, Roni P Scates, Steven LaPointe Lawney C. LaPointe and Frances E. Bob
2085 Lummi Shore Road
Bellingham, Washington 98226
(360)758-2255
Ownership represented: 0.148611111

Jennie A. Nguyen, for herself and
Ivan C. Willup Jr., Ivan C. Willup Sr., and Brenda S. Bobb
1811 N 35th Street
Mount Vernon, Washington 98273 (360) 202-2557
Ownership represented: 0.0520833333

Brian Cladoosby, Chairman
Swinomish Indian Tribal Community
11404 Moorage Way
La Conner, WA 98257
Ownership represented: 0.102700617

Acting Superintendent
Estate of Ethel Marie Barber, Donald Damien Jr. and Walter Damien
Bureau of Indian Affairs Puget Sound Agency
2707 Colby Avenue Suite 1101
Everett, Washington 98201
(425) 258-2651, ext. 231
Per 25 CFR 162.601
Ownership represented: 0.20154321

TOTAL OWNERSHIP REPRESENTED: 0.5891938641 0.577150826 08

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

APPROVED:

3-5-2020
Date

Acting Superintendent – Puget Sound Agency

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Escrow No.: **02-175668-OE**

EXHIBIT "A"

LEGAL DESCRIPTION

A leasehold interest in the following described property:

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

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

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

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

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

Situate in the County of Skagit, State of Washington.

EXCEPTION CHECKLIST FOR BIA CATEGORICAL EXCLUSIONS

Date: 02/26/2020 **Transaction or Project Name:** Residential Lease - Assignment (Powell to Muggee)

Brief description of the proposed transaction or project:

Assignment of Lease (Residential) for Lot 38 of the Cobahud Waterfront Tracts. Allotment 122-39. Gov't lot 4 of Sec. 34, T34N, R2E. W. M. Skagit County. Washington State (Swinomish Reservation, 0.15 acres, more or less) Lease #: 122 2092251363, existing project with no ground disturbance on already existing disturbed footprint.

Property description including Native Allotment number, landowner name, and legal description:

Any change in land use or ground disturbing activity? If yes, please explain:

516 DM 10.5 Categorical Exclusion letter, the specific title and the text of the category:

516 DM 10.5.M.7 Single family homesites.
Approvals of leases, easements or funds for single family homesites and associated improvements, including, but not limited to, construction of homes, outbuildings, access roads, and utility lines, which encompass five acres or less of contiguous lands, provided that such sites and associated improvements do not adversely affect any tribal cultural resources or historic properties and are in compliance with applicable Federal and tribal laws. Home construction may include up to four dwelling units, whether in a single building or up to four separate buildings.

Evaluation of extraordinary circumstances for the categorically excluded action listed above (43 CFR 46.215)

1. This action would have significant impacts on public health or safety.	No
2. This action would have significant impacts on: natural resources and unique geographical features as historic or cultural resources; park, recreation or refuge lands; wilderness areas; wild and scenic rivers; national natural landmarks; sole or prime drinking water aquifers; prime farmlands wetlands; floodplains; national monuments; migratory birds; and other ecologically significant areas.	No
3. This action would have highly controversial environmental effects or unresolved conflicts concerning alternate uses of available resources.	No
4. This action would have highly uncertain environmental effects or involve unique or unknown environmental risk.	No
5. This action will establish a precedent for future actions.	No
6. This actions is related to other actions with individually insignificant but cumulatively significant environmental effects.	No
7. This action will have significant impacts on properties listed or eligible for listing in the National Register of Historic Places.	No
8. This action will have significant impacts on a species listed or proposed to be listed as endangered or threatened, or Critical Habitat of these.	No
9. This action threatens to violate federal, state, local, or tribal law or requirements imposed for protection of the environment.	No
10. This action will have disproportionately high and adverse effect on low income or minority populations.	No
11. This action will limit access to, and ceremonial use of, Indian sacred sites on federal lands, by Indian religious practitioners. and/or adversely affect the physical integrity of such sites.	No
12. This action will contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area, or may promote the introduction, growth, or expansion of the range of such species.	No

This checklist may be used to determine if an environmental assessment is required for a single, independent proposed action that is determined to be a BIA-approved categorical exclusion as listed in Department of Interior 516 DM 10.5. The person preparing this checklist must have supporting information or reasonable assurance that the proposed action will not have significant or adverse effects on any of the twelve situations above. If so, it is reasonable to answer "No" to the exceptions above. If not, an environmental assessment must be prepared to further investigate and determine whether an action will have a significant impact on the quality of the human environment.

A "Yes" to any of the above exceptions will require that an EA be prepared

NEPA Action: CE

Preparer's Name: Dennison Dugi Date: 02/18/20

Regional Office/Agency Environmental Coordinator:
Reviewed and Recommended: Jacilyn Snyder Date: 02/25/20

Regional Wildlife Biologist Approval:
Reviewed and Recommended: Anna Schmidt Date: 02/26/20

Regional/Agency Archeologist:
Concur with Item 7: Eirik Thorsgard Date: 02/26/20

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Environmental Professional (Phase 1) Approval :
Reviewed and Recommended: _____ Date: _____

Regional Director/Agency Superintendent:
Concur: Robin White Date: 02/26/20

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