

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

DANIEL SCHICKE, TRUSTEE
5433 STATE HWY. 9
CANON CITY, CO 81212

2024-0275715

09/12/2024 10:24 AM Fee: \$ 51.00

Page 1 of 10

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



3948

PSL - 206
TRACT - 9667
LOT - 1

Space above this line for recorder's use only

APN: 009-604-816

Title of Document

Residential Lot Lease Assignment Amendment No. 1

TRA: 11-003

DTT: 31.90

Exemption reason declared pursuant to Government Code 27388.1



This document is a transfer that is subject to the imposition of documentary transfer tax.



This is a document recorded in connection with a transfer that is subject to the imposition of documentary transfer tax.

Document reference: _____



This document is a transfer of real property that is a residential dwelling to an owner-occupier.



This is a document recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.

Document reference: _____

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)**

When recorded mail to:

TAAMS#: 2069320601
TRACT: 9667

LOT: 01

Lease No.: PSL-206
Allot. No.: P.S. 64

RESIDENTIAL LOT LEASE ASSIGNMENT

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 executed this 8th day of June, 2024 by and between ALANA MAE SEGUNDO, hereinafter referred to as "Lessor" and DANIEL SCHICKE AND DEREK SCHICKE, AS SUCCESSOR TRUSTEES OF THE*, hereinafter referred to as "Lessee."

* GEANNINE L. SCHICKE INTER VIVOS REVOCABLE TRUST AGREEMENT OF 1991, DATED DECEMBER 3, 1991

RECITALS

WHEREAS, on the 12th day of December, 1978 the original Lessee, WAYNE SCHICKE AND GEANNINE SCHICKE, HUSBAND AND WIFE, AS COMMUNITY PROPERTY, was assigned Residential Lot Assignment by John Wessman, and;

NOW, THEREFORE, in consideration of the mutual benefit of the parties hereto, said Residential Lot Lease Assignment is amended in the following particulars, and in no others:

1. Article 4 entitled Term of Lease is hereby amended by deleting the words and numbers "14th day of June, 2042" and inserting the following words and numbers instead: "13th day of June, 2067".

2. Article 6 entitled RENTAL is hereby amended by deleting Article 6A in its entirety and inserting in its place the following:

"A. Lessee agrees to pay Lessor as rental effective upon BIA approval during the term of this Lease the sum of Six thousand, eighty-five and 84/100 (\$6,085.84) dollars per year payable quarterly in advance on the first day of each calendar quarter (January 1, April 1, July 1, October 1) in the sum of One thousand, five hundred, twenty-one and 46/100 (\$1,521.46) dollars; subject to adjustment as provided in Article 16. As additional rent, Lessee shall pay as a one-time payment for the 25-year lease extension the sum of Twenty-nine thousand & 00/100 (\$29,000.00) dollars."

3. Article 6 entitled Rental is hereby further amended by adding a new paragraph as follows:

“D. Lessee shall pay as additional rental a fee equal to twelve (12) months’ rent, applicable at the time Lessee transfers this Lease to another party. This fee will not apply to a transfer of this Lease to a spouse or other family member(s) (which shall include biological or adopted children or siblings) and for any transfer to an estate planning vehicle of the Lessee such as a revocable living trust where the transferring party is the trustee and trustor of said trust.”

“E. Lessee shall pay as additional rental a fee equal to six (6) months’ rent, applicable at the time a Lessee enters into a financing transaction (whether a new or re-financing loan) where this leasehold is used as collateral to secure said loan(s).”

4. Article 12 entitled Assignment and Subletting is hereby amended by deleting in its entirety the language that begins with “;and (c)” on line 4 on page 9 and ends with “\$50.00” on line 8 on page 9.

5. Article 13 entitled Encumbrance is hereby amended by adding language at the end of the last word on line 11 on page 9 as follows:

“in accordance with Article 6E above and”

6. Article 16 entitled Rental Adjustment is hereby amended by deleting the said Article and inserting in its place the following:

“Effective November 1, 2019, the minimum rents noted above shall be increased by the same percentage as the cost of living index as of July 2019 has increased as of that time over and above the base index as defined herein (i.e., the index for July 2014); provided, however, that such increase shall not exceed an average five percent (5%) per year, i.e., it shall not exceed twenty-five percent (25%) for the period ending November 1, 2014. The minimum rental shall be adjusted as of November 1 every five (5) years thereafter by the same percentage as the cost of living index has changed during any such five (5) year period, provided that in no event shall the minimum rental after adjustments be less than the minimum rentals provided hereinabove, and provided, further that the amount of any such increase or decrease shall not exceed twenty-five percent (25%) for any five (5) year period. The cost of living index to be used is that reflected by the Consumer Price Index for All Urban Consumers, Los Angeles-Riverside-Orange County, California (1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor.”

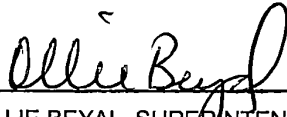
7. The parties hereby agree that this Lease shall be subject to the federal regulations of 25 CFR section 162 et seq; more specifically this Lease is subject to 25 CFR section 162.014, section 162.413, section 162.417, section 162.464 and section 162.467.

8. All other terms and conditions of said Lease shall remain in full force and effect except as changed herein.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the day and year first above written.

LESSOR:

LESSEE: THE GEANNINE L. SCHICKE INTER VIVOS
REVOCABLE TRUST AGREEMENT OF 1991, DATED
DECEMBER 3, 1991


OLLIE BEYAL, SUPERINTENDENT,
Bureau of Indian Affairs, Palm Springs
Agency, for and on behalf of the Estate of
the Lessor, Alana Mae Segundo, Pursuant
to 25 C.F.R. 162.013(C) (1).

signed in counterpart

DANIEL SCHICKE, SUCCESSOR TRUSTEE
signed in counterpart

DEREK SCHICKE, SUCCESSOR TRUSTEE

ACKNOWLEDGMENT

State of California)

County of RIVERSIDE)

On _____, before me, _____ personally
appeared ALANA MAE SEGUNDO, 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.

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 _____ (Seal)

ACKNOWLEDGMENT

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 Riverside

On June 12, 2024 before me, Debra A. Mayfield

A Notary Public personally appeared Onie Beyal

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.

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 Debra A. Mayfield



(Seal)

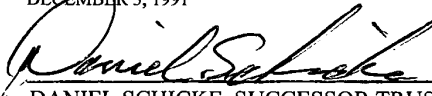
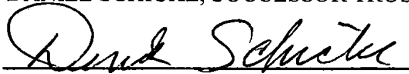
IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the day and year first above written.

LESSOR:

LESSEE: THE GEANNINE L. SCHICKE INTER VIVOS
REVOCABLE TRUST AGREEMENT OF 1991, DATED
DECEMBER 3, 1991

signed in counterpart

OLLIE BEYAL, SUPERINTENDENT,
Bureau of Indian Affairs, Palm Springs
Agency, for and on behalf of the Estate of
the Lessor, Alana Mae Segundo, Pursuant
to 25 C.F.R. 162.013(C) (1).


DANIEL SCHICKE, SUCCESSOR TRUSTEE

DEREK SCHICKE, SUCCESSOR TRUSTEE

ACKNOWLEDGMENT

State of California)

County of RIVERSIDE)

On _____, before me, _____ personally
appeared ALANA MAE SEGUNDO, 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.

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 _____ (Seal)

ACKNOWLEDGMENT

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.

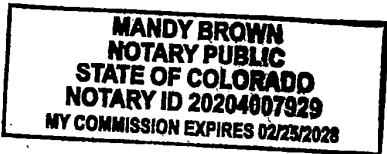
State of Colorado
County of Fremont)

On 25 day of July 2024 before me, Mandy Brown, Notary Public
(insert name and title of the officer)

personally appeared DANIEL SCHICKE,
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.

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

WITNESS my hand and official seal.



Signature Mandy Brown (Seal)

ACKNOWLEDGMENT

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.

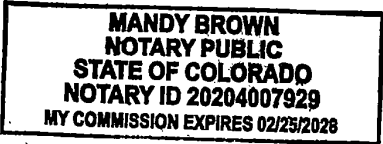
State of Colorado
County of Fremont)

On 25 day of July 2024 before me, Mandy Brown , Notary Public
(insert name and title of the officer)

personally appeared DEREK SCHICKE
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.

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

WITNESS my hand and official seal.



Signature Mandy Brown (Seal)

EXHIBIT "A"

A leasehold interest in and to:

Lot 1 of Tract No. 9667, as shown by map on file in book 93, pages 36-38 of maps, also known as: Instrument No. 208673 recorded on 10/20/1977, records of Riverside County, California.



**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

**APPROVAL OF
RESIDENTIAL LOT LEASE ASSIGNMENT
AMENDMENT NO. 1**

**TAAMS #: 2069320601; Tract 9667; Lot 01
Lease No. PSL- 206; Allot. No.: P.S. 64**

The within RESIDENTIAL LOT LEASE ASSIGNMENT, AMENDMENT NO. 1 dated June 8, 2024, by and between **ALANA MAE SEGUNDO**, landowner of Allotment number 64C, hereinafter referred to as "Lessor," and, **Daniel Schicke and Derek Schicke, as Successor Trustees of the Geannine L. Schicke Inter Vivos Revocable Trust Agreement of 1991, dated December 3, 1991**, hereinafter referred to as "Lessee," including notary acknowledgments, is hereby approved.

Date: SEP 10 2024

ACTING


Superintendent, Palm Springs Agency
Bureau of Indian Affairs

Pursuant to the authority delegated by 209 DM 8, 230 DM 1, and 3 IAM 4 and Sacramento Redelegation Order No. 1 (43 F. R. 30131, dated July 13, 1978).