



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 15- 05
of the
SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; and

WHEREAS, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources, and rights of the Tribe; and

WHEREAS, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government; and

WHEREAS, the Squaxin Island Tribal Council and the SIT Housing Program encourage and promotes private homeownership for qualifying Squaxin tribal members; and

WHEREAS, under Title 11, Chapter 11.20, Article II of the Squaxin Island Tribe- Housing Code, the SIT Housing Program is responsible for "providing housing and housing services to low and moderate income Indian families and individuals"; and

WHEREAS, the Squaxin Island Tribe secured financing through the U.S. Department of Housing and Urban Development (HUD), under the Title VI loan guarantee program for the purpose of developing housing units that could be sold to qualifying tribal members; and

WHEREAS, Squaxin Island tribal member Diane Deyette (Beattie) entered into a "Lease with Option to Purchase" agreement with the SIT Office of Housing for a housing unit located at 61 SE Tys-UI-Tad Loop, Shelton, WA, on tribally-owned trust lands, which stipulates a "not-to-exceed" purchase price of \$119,998.58; and

WHEREAS, SIT Housing Policies, Section 1.H.5 Financial Assistance, provides a method for assisting the home buyer, by discounting the purchase price with a loan, in the form of a promissory note, that may be reduced by 20% each year until completely forgiven; and

NOW, THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council approves the sale of the home located at 61 Tys-UI-Tad Loop to Diane Deyette for the purchase price of \$104,377.00, provided that Diane Deyette signs a promissory note of \$15,621.58 for the discounted amount; and

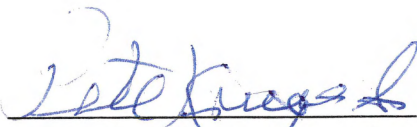
BE IT FURTHER RESOLVED, that the Squaxin Island Tribal Council authorizes a land lease to Diane Deyette for the lot located at 61 Tys-Ui-Tad Loop for a period of 25 years with an option to renew for an additional 25 years.

CERTIFICATION

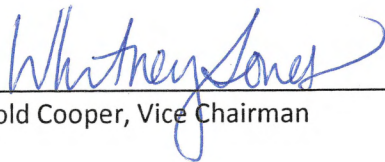
The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at a regular meeting of the Squaxin Island Tribal Council held on this 12 day of February, 2014,⁵ at which time a quorum was present and was passed by a vote of 5 for and 0 against, with 0 abstentions.



David Lopeman, Chairman

Attested by: 

Pete Kruger, Sr. Secretary



for Arnold Cooper, Vice Chairman



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 15- 05
of the
SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; and

WHEREAS, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources, and rights of the Tribe; and

WHEREAS, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government; and

WHEREAS, the Squaxin Island Tribal Council and the SIT Housing Program encourage and promotes private homeownership for qualifying Squaxin tribal members; and

WHEREAS, under Title 11, Chapter 11.20, Article II of the Squaxin Island Tribe- Housing Code, the SIT Housing Program is responsible for "providing housing and housing services to low and moderate income Indian families and individuals"; and

WHEREAS, the Squaxin Island Tribe secured financing through the U.S. Department of Housing and Urban Development (HUD), under the Title VI loan guarantee program for the purpose of developing housing units that could be sold to qualifying tribal members; and

WHEREAS, Squaxin Island tribal member Diane Deyette (Beattie) entered into a "Lease with Option to Purchase" agreement with the SIT Office of Housing for a housing unit located at 61 SE Tys-UI-Tad Loop, Shelton, WA, on tribally-owned trust lands, which stipulates a "not-to-exceed" purchase price of \$119,998.58; and

WHEREAS, SIT Housing Policies, Section 1.H.5 Financial Assistance, provides a method for assisting the home buyer, by discounting the purchase price with a loan, in the form of a promissory note, that may be reduced by 20% each year until completely forgiven; and

NOW, THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council approves the sale of the home located at 61 Tys-UI-Tad Loop to Diane Deyette for the purchase price of \$104,377.00, provided that Diane Deyette signs a promissory note of \$15,621.58 for the discounted amount; and

BE IT FURTHER RESOLVED, that the Squaxin Island Tribal Council authorizes a land lease to Diane Deyette for the lot located at 61 Tys-UI-Tad Loop for a period of 25 years with an option to renew for an additional 25 years.

CERTIFICATION

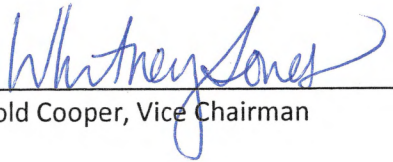
The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at a regular meeting of the Squaxin Island Tribal Council held on this 12 day of February, 2014,⁵ at which time a quorum was present and was passed by a vote of 5 for and 0 against, with 0 abstentions.



David Lopeman, Chairman

Attested by: 

Pete Kruger, Sr. Secretary



for Arnold Cooper, Vice Chairman

PROMISSORY NOTE

Amount: \$ _____

Date: _____

FOR VALUE RECEIVED, I (We) _____ (Maker(s)), promise to pay to the Squaxin Island Tribe Office of Housing (Holder), or order, the principal sum of _____ dollars (\$_____) with interest thereon from date hereof at the rate of ____ percent (___%) per annum until fully paid.

Maker(s) acknowledge the principal amount of this loan represents the reduction in sales price to the residence Maker(s) is/are purchasing from the Squaxin Island Tribe. Repayment of the loan shall be made as follows:

1. From date of this Note, and for every year thereafter in which Maker(s) resides in the residence, twenty percent (20%) of the outstanding principal, and one-hundred percent (100%) of the accumulated interest, shall be forgiven. Holder hereby waives any and all rights to make a legal claim against Maker(s) for reimbursement of any forgiven principal or interest.

2. In the event Maker(s) convey, assign, sell, abandon, or otherwise lose their ownership interest in the residence prior to this Note being forgiven in its entirety (Event), the principal balance owing as of date of the Event, together with any accumulated interest, shall become due and owing, immediately.

3. Holder shall make and keep appropriate records and provide Maker an annual accounting on the amounts forgiven and outstanding balances owing.

4. Maker(s) acknowledge this Note is secured by a Leasehold Mortgage, and that a breach of any term of the Leasehold Mortgage shall be considered a breach of this Note. Maker(s) further acknowledge a breach of any term of this Note shall constitute a breach of the Leasehold Mortgage, entitling Holder to initiate foreclosure proceedings consistent with the terms of the Leasehold Mortgage.

In the event it becomes necessary to seek legal recourse in order to enforce or interpret this Note, the parties agree jurisdiction for any lawsuit shall lie exclusively with the Squaxin Island Tribal Court and the prevailing party shall be entitled to his or her attorney's fees. Time being of the essence, Maker hereby waives presentment and/or any notice in connection with the performance and enforcement of this Note.

Maker

Maker

LEASEHOLD MORTGAGE

This Leasehold Mortgage (Mortgage) is made by and between _____ (Borrower) and the Squaxin Island Tribe Office of Housing (Lender). It is made with reference to the following:

- A. As Lessee, and by a Residential Sub-Lease (Lease) dated the ____ day of _____, 20__, Borrower obtained a leasehold interest in real property, more particularly described as follows:

(Insert Legal Description) (Property)

Any reference to the "Property" shall be construed as referring only to the interest of Borrower as created by the above referenced Lease.

- B. Lender is extending a loan to Borrower on terms and conditions as set out in a Promissory Note (Note) dated the ____ day of _____, 20__.
- C. Borrower desires to grant to Lender an interest in Borrower's Property as security for the Note.

WITNESSETH

Borrower hereby grants, bargains, conveys and assigns to Lender any present or future interest Borrower has in the Lease as security for the Note, upon the following terms and conditions:

1. **Borrower Duties:** Borrower agrees as follows:
 - a. Strictly comply with all terms and conditions of the Lease and Note. Borrower shall not modify, renew or terminate the terms of the Lease or Note without the express written approval of Lender.
 - b. Not to allow the imposition of any other liens or security interests on the Property or Lease without the express written approval of Lender.

- c. Strictly comply with all terms and conditions of any written instrument creating additional liens or security interests on the Property or Lease. Borrower shall not modify, renew or terminate the terms of any additional liens or security interests without the express written approval of Lender.
 - d. To immediately place Lender on written notice of any legal action initiated against either the Property or Lease, including but not limited to notices of default, notices of termination, and materialman or judgment liens.
 - e. Without objection or qualification, grant to Lender the right to participate in all legal proceedings of or relating to either the Property or Lease, including arbitration proceedings.
 - f. Grant to Lender the option and right to cure any default relating to this Mortgage, or any other lien or security interest on the Property or Lease. In the event Lender voluntarily elects to cure such default, Lender shall be entitled to seek legal recourse against the Borrower for all costs associated with curing the default, including its attorney fees. Nothing herein shall be construed as placing an obligation on Lender to cure any defaults, or to assume liability to any third parties having a lien or security interest on the Property.
 - g. Not to commit, suffer or permit any act to be done in, upon or to the Property in violation of any law, ordinance, code, covenant, condition or restriction affecting the Property.
 - h. The failure to strictly comply with the terms set out in paragraphs 1 (a) through (g) above shall be considered a material breach of the terms of this Leasehold Mortgage. In the event of a material breach, Lender shall be entitled to accelerate payment of the outstanding balance owing under the Note and to foreclose on this Leasehold Mortgage consistent with the provisions of the Squaxin Island Tribe Housing Code. Lender shall be entitled to reimbursement from Borrower for all costs associated with foreclosure proceedings, including its attorney fees.
2. **No Waiver:** The failure of Lender to insist upon strict performance of any term or condition of the Leasehold Mortgage or Note, or the failure to exercise any right or remedy thereunder, shall not constitute a waiver of any breach. All waivers, to be enforceable, shall be in writing.

3. **Remedies Cumulative:** No remedy herein is intended to be exclusive of any other remedy, but each shall be cumulative and shall be in addition to every other remedy given herein, or provided by law.
4. **Binding Parties:** This Leasehold Mortgage applies to, inures to the benefit, and binds all parties hereto, their heirs, devisees, successors and assigns. The obligations of Borrower shall be joint and severable, binding upon any community of which Borrower is a part and on any separate or community property of Borrower.
5. **Assignment:** Borrower shall not be entitled to assign, transfer or convey this Leasehold Mortgage, or any interests, rights or obligations herein, without the written approval of Lender.
6. **Severability:** If any provision of this Leasehold Mortgage is held to be unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of the remaining portions herein.
7. **Oral Agreements:** BORROWER(S) EXPRESSLY ACKNOWLEDGE THAT ALL TERMS OF THE AGREEMENT BETWEEN THE PARTIES ARE CONTAINED WITHIN THIS WRITTEN LEASEHOLD MORTGAGE, THAT BORROWER(S) ARE NOT RELYING ON ANY ORAL REPRESENTATIONS MADE BY LENDER OR LENDER'S AGENTS, AND ORAL STATEMENTS OR REPRESENTATIONS MADE BY LENDER OR LENDER'S AGENTS (IF ANY) ARE UNENFORCEABLE.
8. **Governing Law and Venue:** This Leasehold Mortgage is to be governed by and construed in accordance with the Squaxin Island Tribe Housing Code, and venue for any and all legal proceedings shall exclusively lie with the Squaxin Island Tribal Court.

Dated: _____

Dated: _____

 For: Squaxin Island Tribe
 Office of Housing

 Borrower

 Borrower

STATE OF WASHINGTON)
) : ss
County of _____)

I certify that I know or have satisfactory evidence that _____ ,
_____, and _____ are the persons who appeared
before me, and said persons acknowledged that they signed this instrument and
acknowledged it to be their free and voluntary act for the uses and purposes
mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this _____ day of
_____, 2006.

Print Name: _____
NOTARY PUBLIC in and for the
State of Washington, residing at _____
My Appointment Expires _____

AFTER RECORDING MAIL TO:

Name: Diane Beattie

Address: 61 SE Tys-UI-Tad Loop

Shelton, WA 98584

Filed for Record at Request of:

Squaxin Island Tribe

LEASE AGREEMENT WITH OPTION TO PURCHASE

This Agreement is made by and between the Squaxin Island Tribe Office of Housing (hereinafter "Landlord"), and Diane Beattie (hereinafter "Tenant").

1. Lease Agreement Subject to Policies and Housing Code.

Landlord and Tenant acknowledge the Squaxin Island Tribe (SIT, or Tribe) provides opportunities for affordable low-income housing to Tribal members. In order to provide low-income housing, SIT must follow certain federal guidelines. SIT has adopted such guidelines as set out in the following:

A. Eligibility, Admission and Occupancy Policy (EAOP). Sets out criteria for determining eligibility, waiting lists, and annual recertification of income and inspection of residence.

B. Payment and Rents Policy (PRP). Sets out criteria for calculating income and amount of rent.

C. Maintenance Policy (MP). Sets out duties and responsibilities for maintenance of the premises.

D. Collections Policy (CP). Sets out duties and responsibilities regarding collection of rents, and procedure in the event of non-payment.

E. Squaxin Island Tribal Code (SITC). Sets out the laws of the Tribe, and includes but is not limited to the Tribal Housing Code (THC).

Landlord and Tenant expressly agree the terms and conditions of the above referenced **EAOP, PRP, MP, CP, SITC** and **THC**, as they presently exist or may from time to time be amended, are fully incorporated into the terms of this Agreement. As such, any breach or violation of the terms of the **EAOP, PRP, MP, CP, SITC** or **THC** shall be considered a breach and violation of this Agreement. By initialing below, Tenant(s) expressly acknowledge receiving copies of the **EAOP, PRP, MP, CP** and **THC** upon execution of this Lease Agreement, and agree to be bound by the terms and conditions of those documents.

Tenant: _____

Tenant: _____

2. Lease of Premises.

Landlord agrees to lease to Tenant the following described property/residence (hereinafter "premises"):

Site Number 21-32 of the sub-division known as the "Slocum Ridge" project as recorded in Mason County Auditor's Office on September 22, 2003 in Volume 28 of Plats, Page 220, Auditor's File No. 179137, Record of Survey, prepared by Holman & Associates, Professional Land Surveyors, said site found in Bureau of Indian Affairs Allotment Number 130-T1179. Also known as 61 SE Tys-UI-Tad Loop

3. Term of Lease and Option.

The term of the lease and option to purchase the premises shall be for a three (3) year period, commencing on September 30, 2005. In the event Tenant fails to exercise the option and purchase the premises within three (3) years, the lease shall terminate and Tenant shall vacate the premises. Tenant shall be given a one-hundred and twenty (120) day grace period in which to vacate the premises. The grace period shall begin on the date in which Landlord gives Tenant written notice of the lease termination.

4. Determination of Rent.

Based on the **PRP**, Tenant's initial rent for the first year of this Agreement shall be \$ 358.00 per month. Rent shall be reviewed and adjusted consistent with the terms of the **EAOP**.

5. Payment of Rent.

Rent is due and payable the 5th day of each month, provided: if the 5th falls on a weekend or holiday, rent shall be due close of the first business day following the 5th day of the month. Payment shall be submitted to the Squaxin Island Tribe Department of Finance. Any rent payment not made on or before the 15th day of any given month (or the first business day following the 15th if it falls on a weekend or holiday) shall be considered delinquent and assessed a \$ 10.00 late fee if the Tenant is a Tribal Elder, and \$ 20.00 for all other Tenants.

6. Security/Damage Deposit.

Prior to occupancy, Tenant shall pay a \$ 200.00 security/damage deposit. Tenant shall be entitled to a return of the security/damage deposit at the termination of this Agreement unless an outstanding balance is owed to the Landlord by Tenant, or unless the premises suffer from negligent or intentional damages due Tenant's occupancy. The Landlord shall first apply the damage/security deposit to outstanding balances owing and/or costs of repair of damages, returning any balance to Tenant. Retaining the security/damage deposit, or any portion thereof, shall not preclude the Landlord from seeking additional damages from Tenant.

7. Use of Premises.

The premises shall be used by Tenant as his or her primary residence, which for purposes herein shall mean Tenant dwells, resides and continuously occupies the premises a minimum of twenty (20) days per month, with allowances given for vacations or work related absences. Only those individuals authorized under the EAOP shall be entitled to occupy the premises with Tenant. Tenant shall not allow any individual to reside or dwell within a trailer, RV, out-building, or other structure on the premises. Tenant shall make no structural changes to the premises, nor allow any liens (e.g. mechanic's, bank, judgment, etc.) to be filed against the premises, without the written approval of Landlord. The premises shall not be used for business purposes of any kind without the written approval of Landlord.

8. Payment of Utilities.

Tenant shall be responsible for the payment of any and all utilities, including but not limited to electricity, gas, telephone, internet and cable services. Failure to pay for utility services shall be considered a breach and grounds for termination of this Agreement. Tenant shall provide Landlord proof the utilities are in the name of the Tenant, have all been turned on, and are in good working order, prior to Tenant being given keys to the premises.

9. Maintenance and Duty to Repair Damages.

Maintenance and the duty to repair damages on the premises shall be performed and controlled consistent with the terms of the **MP**.

10. Inspection of Premises.

Physical inspections of the premises shall be performed and controlled consistent with the terms of the **EAOP**.

11. Insurance on Premises.

Landlord shall maintain insurance providing for general comprehensive liability coverage on the premises. Landlord shall not be liable to Tenant for insurance coverage, loss or damage to any personal property belonging to Tenant or other third-parties.

12. Disclaimer of Liability.

Landlord shall not be liable, and Tenant agrees to hold Landlord harmless, against any and all claims made by Tenant, Tenant's family, other Tenant dependents, occupants, guests and all other third-parties, for injuries or losses sustained as a result of Tenant's intentional or negligent misconduct.

13. Prohibited Conduct.

Authorized occupants of the premises, guests, and all other third-parties under Tenant's control shall not engage in prohibited conduct within the external boundaries of the Squaxin Island Reservation, such prohibited conduct described as follows:

A. Acts or Threatened Acts of Violence: To engage, or threat to engage, in intense and destructive conduct to bring about unwarranted injury to another, or

O

O

damage to property. Absent legal justification, the unlawful discharge of a firearm on or near the premises shall be presumed to be an act, or threatened act, of violence.

B. Criminal Activity: To engage in any activity or conduct that is considered illegal under Federal, State or Tribal law, including but not limited to the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance, as defined in section 102 of the Controlled Substances Act, 21 U.S.C. 802. Violation of this provision shall not require criminal conviction, it being sufficient for termination and eviction purposes to prove by a preponderance of the evidence the individual engaged in the prohibited conduct.

C. Nuisance Activity: To engage in any activity or conduct that threatens the health or safety of other Tenants or homeowners, including the right to the peaceful enjoyment of their premises. Tenant shall not engage in any activity or conduct precluded by the **SITC**, including but not limited to **SITC** provisions relating to animal/pet control, and provisions relating to the preclusion of debris and abandoned property on the premises.

A single violation of any of the above provisions shall be considered a material breach and grounds for termination of this Agreement.

14. Termination by Landlord, Hearings and Appeal.

Grounds for terminating this Agreement by Landlord, hearings afforded Tenant, and rights of appeal are governed by the **THC**. In any contested termination proceedings, the prevailing party shall be entitled to an award of reasonable attorney fees.

15. Termination by Tenant.

In the event it becomes necessary for Tenant to terminate this Agreement prior to its expiration, Tenant shall give Landlord a minimum of thirty (30) days written notice prior to such termination.

16. Notices.

Any written notices required by either this Agreement or the **THC** shall be sent to the following:

Landlord: Squaxin Island Tribe
10 SE Squaxin Lane
Shelton, WA 98584

Tenant: Diane Beattie
61 SE Tys-UI-Tad Loop
Shelton, WA 98584

17. Option to Purchase.

Landlord hereby grants Tenant an option to purchase the premises upon the following terms and conditions:

A. Exercise: The exercise of the option shall be in writing, signed by the Tenant, and delivered to the Office of Housing.

B. Conditions: The exercise of the option is conditioned upon: (1) the Tenant living in the premises a minimum of 36 months prior to the exercise of the option without a material breach of the Lease Agreement, including the timely payment of rent; and (2) the successful completion by Tenant of any and all counseling/training services offered by the Office of Housing concerning home ownership.

C. Purchase Price: Purchase price for the premises shall not exceed the total development cost to the Tribe in building the premises, which for purposes herein is in the amount of \$ 119,998.58. At the sole discretion of Landlord, the purchase price may be reduced and/or adjusted to reflect the fair market value of the premises at the time of sale.

D. Financial Assistance: Landlord shall provide financial assistance to Tenant in the purchase of the premises consistent with the terms and conditions of the **EAOP**.

E. Termination: The option to purchase shall terminate: (1) by voluntary or involuntary termination of the underlying Lease Agreement; or (2) by Tenant purchasing the premises, in which case the underlying Lease Agreement shall also terminate as of date of closing.

18. Modifications, Restrictions on Assignment, and Waiver.

This Agreement may not be modified or amended unless such modification is in writing and signed by Landlord and Tenant. Tenant may not formally or informally assign this Agreement or sub-lease the premises to a third-party, without the written approval of Landlord. For good cause, and solely at the discretion of Landlord, Landlord may waive any provision or requirement of this Agreement, provided such waiver is in writing and signed by Landlord.

Dated: _____

Dated: _____

Tenant

Tenant

By:

Brian Thompson, SIT Office of Housing