

# SQUAXIN ISLAND TRIBE

## RESOLUTION NO. 00- 15

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 the tribal members, and with protecting and managing the lands and treaty resources and rights of the Tribe; and,

**WHEREAS**, the Squaxin Island Tribal council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education, and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe; and

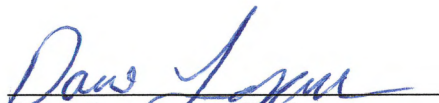
**WHEREAS**, under the Constitution and Bylaws of the Tribe, the Squaxin Island Tribal Council has the powers and duties to acquire, manage, and lease Tribal real property and other Tribal assets; and

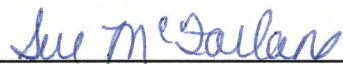
**NOW THEREFORE BE IT RESOLVED**, that the Squaxin Island Tribal Council hereby approves the transfer of the Henderson home from Squaxin Island Tribe to the Hendersons.

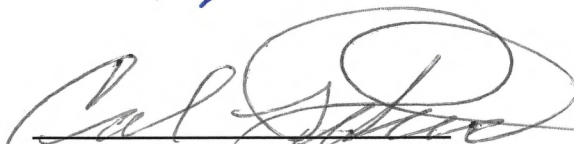
**BE IT FURTHER RESOLVED**, that the Squaxin Island Tribal Council hereby authorizes the Tribal Chairman and the Tribal Vice-Chairman to enter into and execute a deed for transfer of the Henderson home from Squaxin Island Tribe to the Hendersons, and to do any and all acts necessary to effect that transfer.

**CERTIFICATION**

The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 23<sup>rd</sup> day of February, 2000, at which time a quorum was present and was passed by a vote of 6 for and 0 against with 0 abstentions.

  
**Dave Lopeman, Chairman**

Attested by:   
**Sue McFarlane, Secretary**

  
**Cal Peters, Vice Chairman**

AFTER RECORDING MAIL TO:

Filed for Record at Request of  
First American Title Insurance Company/WA  
Escrow Number: 00051085



First American Title  
Insurance Company

**Quit Claim Deed**

THE GRANTOR THE UNITED STATES OF AMERICA, ACTING THROUGH THE DEPARTMENT OF THE INTERIOR IN TRUST FOR THE SQUAXIN ISLAND TRIBE; for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION** conveys, and quit claims to WILLIAM HENDERSON AND THERESA HENDERSON, HIS WIFE the following described real estate, situated in the County of Mason, State of Washington, together with all after acquired title of the grantor(s) therein:

short legal: Lot 1 of unrecorded plat of Skalapin

As attached hereto as Exhibit A.

Assessor's Property Tax Parcel Account Number(s): 31920-13-6000 ptn of

Dated FEBRUARY 14, 2000

SQUAXIN ISLAND TRIBE

UNITED STATES OF AMERICA DEPARTMENT OF  
INTERIOR Acting Through the Bureau of Indian Affairs

By:

Chairman

by:

Vice Chairman

By:

Secretary

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF WASHINGTON  
COUNTY OF

} ss

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that they signed this instrument on oath stated that they are authorized to execute the instrument acknowledged they are the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

\_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at  
My appointment expires:



EXHIBIT A

PARCEL 1:

ALL IMPROVEMENTS, STRUCTURES AND BUILDINGS WHICH EXIST FEBRUARY 14, 2000 SITUATED ON THE FOLLOWING DESCRIBED REAL PROPERTY:

THAT PORTION OF THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER AS MONUMENTED BY A 1 1/2" IRON PIPE; THENCE NORTH 2°44'37" EAST, 205.94 FEET; THENCE SOUTH 52°31'41" EAST, 180.26 FEET, MORE OR LESS, TO A POINT ON THE ARC OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS SOUTH 68°09'32" EAST, 320 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 90 FEET; THENCE SOUTH 5°43'26" WEST, 22 FEET; THENCE NORTH 84°16'24" WEST, 130 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

ALSO KNOWN AS LOT 1 OF THE UNRECORDED PLAT OF SKALAPIN; SAID IMPROVEMENTS, STRUCTURES AND BUILDINGS ARE AND STILL REMAIN REAL PROPERTY.

SITUATE IN MASON COUNTY, WASHINGTON.

PORTION OF TAX PARCEL NO: 31920-13-6000

PARCEL 2:

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER SAID LOT 1 OF UNRECORDED PLAT OF SKALAPIN RUNNING FROM SAID IMPROVEMENTS, STRUCTURES AND BUILDINGS TO PRIVATE ROAD KNOWN AS SKALAPIN LANE; ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER PRIVATE ROAD KNOWN AS SKALPINE LANE AND KLAH-ONE-MIN ROAD PROVIDING ACCESS TO THE COUNTY ROAD KNOWN AS OLYMPIC HIGHWAY.

SITUATE IN MASON COUNTY, WASHINGTON.

as attached hereto



STATE OF WASHINGTON }  
COUNTY OF } ss

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that they signed this instrument on oath stated that they are authorized to execute the instrument acknowledged they are the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

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Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON }  
COUNTY OF } ss

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that they signed this instrument on oath stated that they are authorized to execute the instrument acknowledged they are the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

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Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON }  
COUNTY OF } ss

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Dated:

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Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON }  
COUNTY OF } ss

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that they signed this instrument on oath stated that they are authorized to execute the instrument acknowledged they are the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

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Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

COPY

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Indian Affairs  
HOMESITE LEASE

THIS LEASE, made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2000, by and between the **Squaxin Island Tribe** hereinafter called the "LESSOR", acting through their appropriate officials, and **Larry McFarlane, Jr.**, hereinafter called the "LESSEE". This lease shall be subject to the approval of the SECRETARY OF THE INTERIOR, or his authorized representative acting under delegated authority.

WITNESSETH

The parties hereto for the consideration hereinafter mentioned do covenant and agree as follows:

1. PREMISES. The Lessor hereby leases to the Lessee the following Tribal land situated on the **Squaxin Island Tribe** Indian Reservation described on the attached exhibit A incorporated herein by reference. The property is comprised of **one (1)** dwelling site for a residential home.
2. USE OF PREMISES. The premises shall be used for the purpose of a single-family residence and its appurtenance.
3. TERM. Lessee shall have and hold the described premises with their appurtenances beginning on the date first written and notwithstanding any other language in this lease, this lease will expire, terminate in thirty-three (33) years, from the \_\_\_\_\_ day of \_\_\_\_\_ 2000.

The Lessee's heirs, devisees, successors and assigns shall not be entitled to any right, title or interest in the lease unless a transfer is made in accordance with the requirements for an assignment as set out in paragraph number 5 contained herein.

The Lessee shall abide by the laws of the Squaxin Island Tribe including its regulations, and particularly the policies of the Squaxin Island Housing and Utilities Commission approved by Tribal Council on June 24, 1999 under Resolution 99-59 and any subsequently approved changes to that policy.

In addition to all applicable laws, the lessee agrees to the additional terms on exhibit B.

No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Lessor and Lessee.

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Lessee shall pay all costs and expenses including, without limitation, court costs and reasonable attorney fees, incurred by the Lessor enforcing payment and performance of this Lease or in exercising the rights and remedies of the Lessor hereunder.

Lessee shall not permit or suffer to exist any lien, security interest or encumbrance upon the leasehold except those in favor of the Lessor.

4. RENT. Lessee shall pay to the Lessor annual rent in the amount of \$120.00. This fee can be changed annually and is determined by the Squaxin Island Tribal Council. The fee includes charges for Fire Protection District #4 services, any probable land and/or road assessments, and any possible fees that relate to the land or roads. Rent shall be payable in advance and without deduction, offset, or prior demand beginning on the date of execution and continuing thereafter on the first day of each new year of the Lease Term.

The Lessee agrees to pay all utility charges monthly to the Squaxin Island Tribe.

5. ASSIGNMENTS. This lease shall not otherwise be assigned, pledged, encumbered, transferred, or to otherwise affect a transfer in whole or in part any interest that the lessee may have in this lease, without the prior written consent of the Lessor and the approval of the Secretary of the Interior.

6. SUBLEASES. The Lessee is not authorized to make subleases and assignments of its leasehold in connection with development.

7. INSURANCE. Lessee assumes and shall bear the risk of loss and damage to the leasehold, regardless of whether the loss is insured. Lessee will obtain and maintain liability insurance covering the property and insuring against the risks of injury to and death of individuals and damage to and destruction of property in an amount no less than \$100,000 per occurrence and no less than \$300,000 in the aggregate. The coverage may only have such exceptions as Lessor approves in writing. It is understood and agreed that the term "OWNERS" includes both the United States and the Lessor. The Lessee and its assigns shall hold the Lessor and the United States harmless from any claims of whatsoever nature arising out of use or occupancy of the premises.

8. RELINQUISHMENT OF SUPERVISION BY THE SECRETARY OF THE INTERIOR. Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the lease; however, such termination shall not serve to abrogate the lease. The owners of the land and the Lessee and his surety or sureties shall be notified by the Secretary of any such change in the status of the land.

9. SHARE OF BENEFIT FROM LEASE. No member of Congress or any delegate thereto or any resident Commissioner shall be admitted any share or part of this lease or to any benefit that may arise herefrom.

10. VIOLATIONS OF LEASE. It is understood and agreed that violation of this lease shall be acted upon in accordance with the laws of the Squaxin Island Tribe so long as such laws are consistent with 25 CFR 162.14.

11. QUIET ENJOYMENT. Lessor agrees to defend the title to the leased premises and also especially agrees that Lessee and its tenants shall peaceably and quietly hold, enjoy and occupy the leased premises from the duration of this lease without any hindrance, interruption, ejection or molestation by Lessor or by any other person or persons whomsoever.

12. SURRENDER OF POSSESSION. If upon expiration or other termination of this lease, further use rights are not leased to the Lessee or its assigns by the Lessor, said Lessee or its assigns shall, upon demand, surrender to the Lessor complete and peaceable possession of the premises.

13. UNLAWFUL CONDUCT. The Lessee agrees not to use or cause to be used any part of said premises for any unlawful conduct or purposes. The Lessee specifically acknowledges the provisions of the Squaxin Island Housing Code, and particularly its policies regarding occupancy Section VI.

14. ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS. No assent, express or implied, to any breach of any of the lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.

15. UPON WHOM BINDING. It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, successors, executors, and administrators of the parties of this lease. While the leased premises are in trust or restricted status, all of the Lessee's obligations under this lease, and the obligations of its sureties, are to the United States as well as to the Lessor.

16. APPROVAL. It is further understood and agreed between the parties hereto that this lease shall be valid and binding only after approval by the Secretary of the Interior, or his authorized representative.

17. RENEWAL. By virtue of this lease, the lessee shall not have a preference right to future leases. This lease shall not be subject to renewal.

18. SURETY BOND. A surety bond shall not be required.

FOR TRIBALLY OWNED LAND:

In witness whereof, the parties hereto have hereunto set their hands on the date first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LESSOR:

\_\_\_\_\_  
Chairperson  
\_\_\_\_\_  
Vice-Chairperson

LESSEE:

\_\_\_\_\_  
\_\_\_\_\_

The within lease is hereby approved:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SUPERINTENDENT



## Exhibit A

### LEGAL DESCRIPTION:

THAT PORTION OF THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 3 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER AS MONUMENTED BY A 1 ½" IRON PIPE; THENCE N 2° 44' 57" E, 205.94 FEET; THENCE S 52° 31' 41" E, 108.26 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS S 68° 09' 32" E, 320.00 FEET; THENCE SOUTH-WESTERLY ALONG THE ARC OF SAID CURVE, 90.00 FEET; THENCE S 5° 43' 26" W, 22.00 FEET; THENCE N 84° 16' 24" W, 130.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO KNOWN AS LOT 1 OF THE UNRECORDED PLAT OF SKALAPIN.

## Exhibit B

The Lessee agrees to comply with the following policies:

1. **Business Use of Home:** The use of the home for operation of a business may be approved by the Office of Housing. The operation of a business may be essential for the well-being of the family, or for the family to meet its obligations under the agreement. The operation of a business should not negatively impact neighbors or surrounding community. A request to operate a business out of the home shall be made in writing. A decision on the request shall be made within ten (10) calendar days of the date of the request. A denial is subject to the appeal procedure described in the Housing Policies described at Section III.B.3.
2. **Structural Modifications:** No resident or home buyer shall make any structural modifications or additions to the unit unless approved by the Office of Housing. A request for modification shall be made in writing, and provide detailed information regarding the proposed change (e.g. plans/specifications). If the resident or home buyer is in full compliance with the terms of the home ownership (lease purchase) agreement, the Office of Housing may approve the request.
  - a. **Alterations and Additions:** Modifications which may be approved include but are not limited to energy conservation items, alternative heat and air, enclosing a carport or garage, adding storage space, adding living space, permanent fencing, and cosmetic interior items. The Housing and Utilities Commission must approve all major alteration.
  - b. **Resident Expense:** All costs and expenses incurred by the resident or homebuyer in making modifications shall be solely the responsibility of the home buyer or resident.
  - c. **No Liens:** Lessee shall promptly pay and discharge or cause to be paid and discharged all of its obligations and liabilities, including (without limitation) all taxes, assessment and government charges upon he/she/them and their income and properties when due unless and to the extent only that the same shall be contested in good faith and by appropriate and lawful proceedings and then only to the extent that a bond is filed in cases where the filing of a bond is necessary to avoid the creation of a lien against the leasehold.
  - d. **Construction/Building Code Requirements:** All construction shall be done in accordance with local building codes and ordinances. The Office of Housing shall be given the opportunity to inspect the work during all phases of construction.
3. **Maintenance and Appearance of the Home and Property:** The home buyer shall provide all maintenance and basic upkeep of the home, keeping it in an acceptable condition and free from trash, clutter, and debris (including old or junk cars). The Squaxin Island Tribe shall monitor the condition of the unit through periodic on-site and drive-by inspections.
4. A car must have a valid license plate or it shall be considered a junk car and the home buyer shall be required to remove it from the property.
5. **Pet/Animal Control:** All home buyers and renters shall remain in compliance with local animal control policies and ordinances. Home buyers shall be allowed to have two pets. The pet may be a cat, dog, or other small domesticated house pet. Horses and other livestock are not allowed. If the Office of Housing determines the pet is creating an unsafe or unsanitary condition for the unit or the grounds, the tenant shall be required to remove the pet from the premises. If the pet threatens the safety of the neighborhood, the Office of Housing shall inform the tenant to immediately remove the pet from the property of the Tribe/Office of Housing. All dogs shall be on a leash or secured in a fenced area. Cats and dogs shall be neutered or sprayed. Tenants will not maintain cats or dogs for breeding purposes. The

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tenant shall be warned only once regarding the need to get rid of the problem pet; thereafter, appropriate local agencies shall be contacted and termination of the lease agreement may be initiated.