

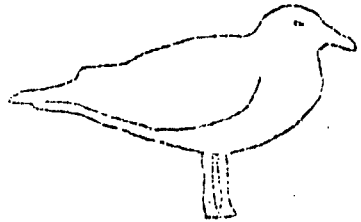
RESOLUTION NO. 76-9

Route 1, Box 237 • Shelton, Washington. 98584

Florence Sigo - Tribal Historian

Walter White
Calvin Roberts - Chairman of
Board of Housing

Chairman
Vice Chairman
Secretary



RESOLUTION NO. 76-9
of the
SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Indian Reservation by authority of the Constitution and By-Laws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1955, and

WHEREAS, the Squaxin Island Tribe is a member of the Southern Puget Sound Inter-Tribal Housing Authority, and

WHEREAS, the Squaxin Island Tribal Council is desirous of entering into a twenty five (25) year, plus twenty five (25) year lease with the Southern Puget Sound Inter-Tribal Housing Authority in order to accommodate those units allocated to the Squaxin Island Tribe by the Housing Authority, and

WHEREAS, a negotiated purchase price in the amount of \$19,500 has been agreed upon, and

WHEREAS, the purchase price of \$19,500.00 falls below the "Appraised Fair Market Value" of \$22,000.00 and the "Leasehold Value" of \$22,000 and

WHEREAS, those units allocated to the Squaxin Island Tribe through the Southern Puget Sound Inter-Tribal Housing Authority shall be allocated on a cluster site of approximately ten (10) acres which is described as:

the Northeast quarter of the Southwest quarter of the Northeast quarter in section 20, Township 19 North, Range 3 West, W.M., Mason County, Washington. Containing 10.24 acres more or less and an access easement consisting of the North 60 feet of the West 60 feet of the Northwest quarter of the Southeast quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter of the Northeast quarter lying easterly of the County Road (Old State Highway No. 9), all in Section 20, township 19 North, Range 3 West, W.M., in Mason County, Washington.

and,

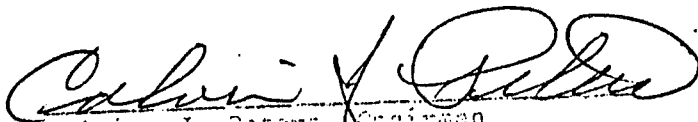
WHEREAS, the Squaxin Island Tribal Council requires the signatures of the Chairman, Vice-Chairman, and Secretary on any legal form or contract

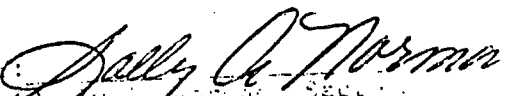
NOW THEREFORE BE IT RESOLVED, the Squaxin Island Tribal Council *does*
hereby authorize the Chairman, Vice-Chairman, and Secretary of the
Squaxin Island Tribal Council to enter into a twenty five (25) *year*
plus twenty five (25) *year* lease with the Southern Puget Sound *Inter-*
Tribal Housing Authority, *for* the purpose of *accommodating these units*
allocated to the Squaxin Island Tribe by the Authority for the *purpose*
of providing Indian Housing on an approximate 10 acre cluster *as*
described as:

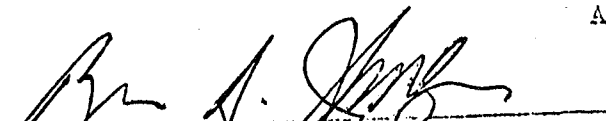
the Northeast quarter of the Southwest quarter of the Northwest
quarter in Section 20, Township 19 North, Range 3 West, W.M., in
Mason County, Washington. Containing 10.24 acres more or less,
and an access easement consisting of the North 60 feet of the
West 60 feet of the Northwest quarter of the Southeast quarter
of the Southwest quarter of the Northeast quarter of the Northwest
quarter of the Southwest quarter of the Northeast quarter of the
Northeast quarter lying easterly of the County Road (Old Pacific
State Highway No. 9), all in Section 20, Township 19 North, Range
3 West, W.M., in Mason County, Washington.

CERTIFICATION

The Forgoing Resolution was adopted at a regular meeting of the Squaxin
Island Tribal Council, Held on March 15, 1976, at which time a quorum of
Council Members were present and was passed by a vote of 4 for and 0
against.


Calvin J. Peters, Chairman

ATTESTED BY: 
Sally A. Norman, Secretary


Roy A. Johnson, Vice-Chairman

DOCUMENT

MO

To: Portland Title Plant Date: _____
From: _____

Please record the attached document and:

- Return to _____
- Retain in Title Plant
- (Other - Specify) _____

Reservation (Code No. only) 121 Tract No. _____

Type Document (Code No.) _____ Page _____

Agency's File No. (if any) _____

Carl E. Allen
Authorized Signature

TRANSMITTAL ACKNOWLEDGEMENT

To: Wash Wash Date: 1-31-77
From: Portland Title Plant

The document identified above has been recorded under No. 121 69 (see date-time stamp on reverse) and is: _____

- Returned herewith
- Retained

James J. Dymo
Authorized Signature

(TITLE PLANT USE ONLY)

Date entered in Recordation Register 1-31-77
EXAMINER'S REMARKS:

1-31-77

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

Lease No. 7261
Contract No. _____

Squaxin Island
Cluster Site

LEASE

TRIBAL
(MUTUAL HELP HOUSING PROJECT - TRIBALLY-OWNED LAND)

THIS LEASE, made and entered into this 18 day of March, 1976

by and between Squaxin Island Indian Tribe

hereinafter called the "LESSOR," and the Southern Puget Sound Inter-Tribal
Housing authority, hereinafter called the "LESSEE." This lease shall be subject
to the approval of the SECRETARY OF THE INTERIOR, or his authorized representative.

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 real property
situated Squaxin Island Tribal Land

and described as follows: The Northeast quarter of the Southwest quarter of the Northeast
quarter in Section 20, Township 19 North, Range 3 West, W.M., in Mason County, Wash-
ington, containing 10.24 acres more or less, and an access easement consisting of the
North 80 feet of the West 80 feet of the Northwest quarter of the Southeast quarter
of the Southwest quarter of the Northeast quarter and the North 80 feet of the
Southwest quarter of the southwest quarter of the Northeast quarter lying easterly
of the County Road (Old Pacific State Highway No. 9), all in Section 20, township
19 North, Range 3 West, W.M. in Mason County, Washington.

The above property will comprise approximately 1 dwelling sites.

2. USE OF PREMISES. The premises shall be used for the purpose of construction
and operating a Mutual-Help Housing Project, and its appurtenances, known as
WA-52-A with the financial assistance of the Public Housing Administration,
hereinafter called the "PHA", under the provisions of the United States Housing
Act of 1937, 50 Stat. 888, as amended, and for such other purposes, not inconsis-
tent with the foregoing, as may be approved by the Lessor and the PHA.

3. TERM. Lessee shall have and hold the described premises with their appurten-
ances for a term of 25 years beginning on the date first above written. This lease
shall automatically and without notice renew for an additional term of 25 years on
the same terms and conditions contained herein. This lease may not be terminated
by either or both parties during the initial or renewal term of the lease without
the consent of the PHA or until the PHA's interest in the project has been terminated.

T1005

7261
Contract No.

4. CONSIDERATION FOR LEASE. In consideration of the Lessor entering into the lease, the Lessee agrees to pay \$ 0.00 with respect to each dwelling site comprising the property, such payment to be effected by the crediting of the amount of \$ 1,500 as a mutual-help contribution to each Mutual-Help Participant or his successor in interest who will occupy each of the dwelling sites comprising the property. In addition, the Lessee shall pay the Lessor for the use of the premises rent at the rate of one dollar (\$1.00) for each 25 year term, payment to be made for each term in advance. It is agreed that there shall be no adjustment of these payments in the event that any part of the leased premises is taken by condemnation for highway or other public purposes. It is further agreed that this lease or any part thereof including this paragraph shall not be construed to prejudice the rights or impair the prosecution of any claim of the Lessee arising out of such condemnation proceeding.

5. SUBLEASES AND ASSIGNMENTS. The primary purpose of this lease is to provide Participants in the Mutual-Help Housing Project with sites for housing. The lessee is hereby authorized to make subleases and assignments of its leasehold interests in connection with its development and operation of the Mutual-Help Housing Project.

6. IMPROVEMENTS. All improvements shall remain the property of the Lessee or its assigns until the expiration of the lease.

7. INSURANCE. Lessee shall obtain and pay for owners', landlords', and tenants' public liability insurance, excluding property damage, in amounts acceptable to Southern Pagan Sound Inter-Tribal Housing Authority. It is understood and agreed that the term "owners" includes both the United States and the Lessor.

8. TERMINATION OF FEDERAL SUPERVISION. 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 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 to any share or part of this lease or to any benefit that may arise herefrom.

10. 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 for the duration of this lease without any hindrance, interruption, ejection or molestation by Lessor or by any other person or persons whomsoever.

11. SURRENDER OF POSSESSION. If upon expiration or other termination of this lease, further use rights are not granted 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.

12. UNLAWFUL CONDUCT. The Lessee agrees not to use or cause to be used any part of said premises for any unlawful conduct or purpose.

13. OBLIGATIONS TO THE UNITED STATES. It is understood and agreed that while the leased premises are in trust or restricted status, all of the Lessee's obligations under this lease are to the United States as well as to the Lessor.

In witness whereof, the parties hereto have subscribed their names as of the date first above written.

LESSEE

ATTEST:

Southern Puget Sound Inter-Tribal HOUSING AUTHORITY

Leslie E. Rutledge, Jr.

Gary Peterson

Gary Peterson, Chairman
Sally A. Norman

Sally A. Norman, Secretary

~~LESSEE~~ LESSORS

Colvin J. Redden

Tribal Chairman
Sally A. Norman

Tribal Secretary

Ben A. Jones

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LANDS & RECORDS SECTION

Approval

Superintendent has the authority to approve homesite leases on tribal land to tribal members and tribal housing authorities for durations up to 25 years with an option for the extension of another 25 years. (Portland Order 3, Sec. 2.12 (a)).

Date: 1-10-77

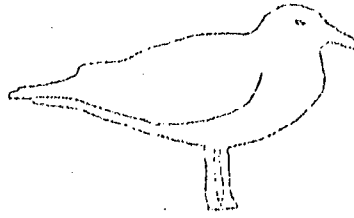
James B. ...

Superintendent, Western Washington Agency

Route 1, Box 257 • Shelton, Washington 98584

Florence Siga - Tribal Historian

Wesley White - Treasurer
Calvin J. Peters - Business Manager
John Krise - Council



RESOLUTION NO. 76-9
of the
SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Indian Reservation by authority of the Constitution and By-Laws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 3, 1965, and

WHEREAS, the Squaxin Island Tribe is a member of the Southern Puget Sound Inter-Tribal Housing Authority, and

WHEREAS, the Squaxin Island Tribal Council is desirous of entering into a twenty five (25) year, plus twenty five (25) year lease with the Southern Puget Sound Inter-Tribal Housing Authority in order to allocate those units allocated to the Squaxin Island Tribe by the Housing Authority, and

WHEREAS, a negotiated purchase price in the amount of \$19,500.00 has been agreed upon, and

WHEREAS, the purchase price of \$19,500.00 falls below the "Fair Market Value" of \$22,000.00 and the "Leaschold Value" of \$22,000.00 and

WHEREAS, those units allocated to the Squaxin Island Tribe by the Southern Puget Sound Inter-Tribal Housing Authority shall be located on a cluster site of approximately ten (10) acres which is described as

the Northeast quarter of the Southwest quarter of the Northeast quarter in Section 20, Township 19 North, Range 3 West, Mason County, Washington. Containing 10.24 acres more or less and an access easement consisting of the North 60 feet of the West 60 feet of the Southwest quarter of the Southeast quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter lying easterly of the County Road (Old Tribal State Highway No. 9), all in Section 20, township 19 North, Range 3 West, W.M., in Mason County, Washington.

and,

WHEREAS, the Squaxin Island Tribal Council requires the signature of the Chairman, Vice-Chairman, and Secretary on any legal form or

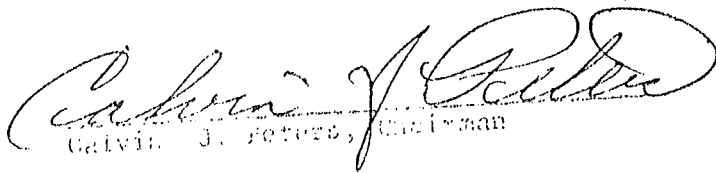
Squamish Island Tribal Council
April 15, 1976

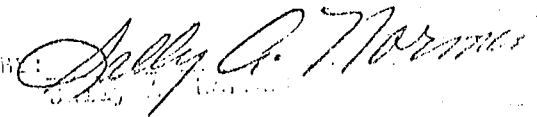
NOW THEREFORE BE IT RESOLVED, the Squamish Island Tribal Council, do hereby authorize the Chairman, Vice-Chairman, and Secretary of the Squamish Island Tribal Council to enter into a twenty five (25) year plus twenty five (25) year lease with the Southern Puget Sound Indian Tribal Housing Authority for the purpose of accommodating those units allocated to the Squamish Island Tribe by the Authority for the purpose of providing Indian Housing on an approximate 10 acre cluster site described as:

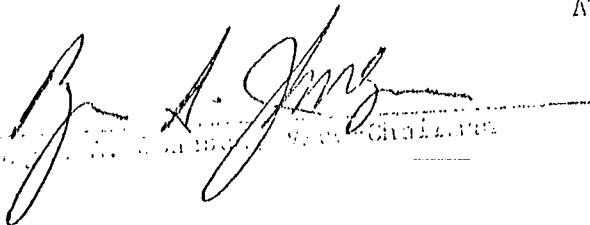
the Northeast quarter of the Southwest quarter of the Northeast quarter in Section 20, Township 19 North, Range 3 West, Mason County, Washington. Containing 10.24 acres more or less and an access easement consisting of the North 60 feet of the West 60 feet of the Northeast quarter of the Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter of the County Road 610 (State Highway No. 9), all in Section 20, Township 19 North, Range 3 West, W.M., in Mason County, Washington.

CERTIFICATION

The foregoing Resolution was adopted at a regular meeting of the Squamish Island Tribal Council, held on March 15, 1976, at which time a quorum of Council Members were present and was passed by a vote of 4 for and 0 against.


Calvin J. Peters, Chairman

ATTESTED BY: 
Betty A. Norman, Secretary


B. L. Jones, Vice-Chairman