



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 94 - 06

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, 1965; and

WHEREAS, the Squaxin Island Tribal Council has been entrusted with conducting the business of the Squaxin Island Tribe; 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 accomodate the Storage Facility and its appurtenances, known as Project Squaxin Storage Facility; and

WHEREAS, the Squaxin Storage Facility shall be located adjacent to the Squaxin Island Tribal Center, which is described as:

A tract of land located in the Southwest quarter of the Southeast quarter of the Northeast quarter of Section 20, Township 20 North, Range 3 West of the Willamette Meridian in Mason County, Washington.

WHEREAS, the Squaxin Island Tribal Council requires the signatures of the Chairman, Vice-Chairman, and Secretary on any legal document 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.



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 94-06

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, 1965; **and**

WHEREAS, the Squaxin Island Tribal Council has been entrusted with conducting the business of the Squaxin Island Tribe; **and**

WHEREAS, the Southern Puget Sound Inter-Tribal Housing Authority has expressed a need for a storage facility and the Tribe has a parcel of land available which would be suitable for that purpose, which is described as:

WHEREAS, the Squaxin Island Tribal Council is desirous of entering into a twenty five (25) year lease on said parcel of land for the purpose of constructing this storage facility. This lease would include an option to extend that lease and the condition that leasehold improvements would remain at the termination of the lease **and**,

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

NOW THEREFORE BE IT RESOLVED, that the Tribal Council does hereby authorize the Chairman, Vice-Chairman and Secretary of the Council to enter into this twenty-five (25) year lease with the Southern Puget Sound Inter-Tribal Housing Authority for the purpose of construction of the storage facility.

C E R T I F I C A T I O N

The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at a regular meeting of the Squaxin Island Tribal Council, held on this 11th day of January, 1994, at which a quorum was present and passed by a vote of 3 for, and 0 against with 1 abstentions.




David Lopeman, Chairman

Attested by:



Dave Whitener, Secretary



David Johns, Vice-Chairman

Form 5-6404
revised Mar. 1976

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

LEASE

(Public Housing Project)

THIS LEASE made and entered into this 24 day of February, 94, by and between The Squaxin Island 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 covenant and agree as follow:

1. **Premises.** The lessor hereby leases to the lessee the following real property situated on the Squaxin Island Reservation Described as follows:

A tract of land located in the Southwest quarter of the Southeast quarter of the Northeast quarter of Section 20, Township 20 North, Range 3 West of the Willamette Meridian in Mason County, Washington , more particularly described as follows:

COMMENCING at the Southeast corner of above said subdivision, also being the TRUE POINT OF BEGINNING; thence North 84*11'51" West along the South line thereof a distance of 154.64 feet; thence leaving said South line North 06*38'01" West a distance of 142.25 feet; thence North 56*01'40" East a distance of 43.79 feet; thence North 23*21'26" East a distance of 153.08 feet to the point of curvature of a non-tangent curve to the left whose radius bears North 34*53'46" East a distance of 50.00 feet; thence around said curve through a central angle of 119*09'01" a distance of 103.98 feet; thence South 84*15'15" East a distance of 10.76 feet to the East line of said Southwest quarter of the Southeast quarter of the Northeast quarter; thence South 02*31'56" West along said East line a distance of 357.21 feet to the TRUE POINT OF BEGINNING.

CONTAINING 44,934.0 SQ.FT, or 1.03 Acres, more or less.

The above property will comprise approximately 1 Storage Facility.

2. **USE OF PREMISES** the premises shall be used for the purpose of constructing and operating a Storage facility, and its appurtenances, known as Project Squaxin Storage Facility, with the financial assistance of the Department of Housing and Urban Development, hereinafter called "HUD", under the provisions of the United States Housing Act of 1937, 50 stat.888, as amended, and for such other purpose, not inconsistent with the foregoing, as may be approved by the Lessor and HUD.

3. **TERM.** Lessee shall have and hold the described premises with their appurtenances for term of 25 years beginning on the date first above written. this lease shall automatically and without notice renew for and 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 HUD or until HUD interest in the project has been terminated.

4. **CONSIDERATION FOR LEASE.** In consideration of the Lessor entering into the lease, the Lessee shall pay the Lessor for use of the premises rent at the rate of one dollar(1.00) of 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 preceding.

5. **ASSIGNMENTS.** This lease shall not otherwise be assigned, in whole or in part, without the prior written consent of the Lessor or Secretary of the Interior and, during the period HUD has a financial interest in the project, HUD, provided, that, the Lessee may assign this lease or deliver possession of the premises to the United States of America in the event of the issuance of a Notice of Substantial of Default or Substantial Breach of any financial assistance contract between the Lessee and the United States of America. Nothing in this lease shall prevent the Lessee from executing and recording a mortgage and/or declaration of trust as may be necessary and appropriate under any such Federal financial assistance contract the Lessee with respect to all or any part of the premises.

6. **SUBLEASES.** The Lessee is hereby authorized to make subleases and assignments of its leasehold interests in connection with development and operation of a Public Housing Project. During the term of any sublease , should the participant be or become an owner of the land it is hereby agreed that a merger of interest shall not occur.

7. **IMPROVEMENTS.** All improvements shall be made and remain the property of the Lessee or its assigns until the expiration of the lease. All such improvements shall become the property of the Lessor at the expiration of this lease.

8. **INSURANCE.** Lessee shall obtain and pay for owner's , landlords'and tenants',public liability insurance , excluding property damage, in amounts acceptable to the Lessor and HUD. 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 claim of whatsoever nature arising out of use or occupancy of the premises.

9. **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 al 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 lessee shall be notified by the Secretary of any such change in the status of the land.

10. **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.

11. **VIOLATIONS OF LEASE.** It is understood and agreed that violation of this lease shall be acted upon in accordance with the regulation in 25 CFR 131.

12. **QUIET ENJOYMENT.** Lessor agreed 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.

13. **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.

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

15. **RESTRICTION ON USE .** The Lessee agrees not to use or cause to be used any part of said premises for any hazardous materials storage without prior written approval of the Lessor. The Lessee agrees to

consult with the Lessor regarding any disposal of said materials within the property boundary.

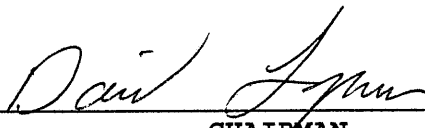
16. **ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS.** No assent, express or implied, to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.

17. **UPON WHOM BINDING.** It is understood and agreed that the covenants and agreements herein before 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 to the Lessor.

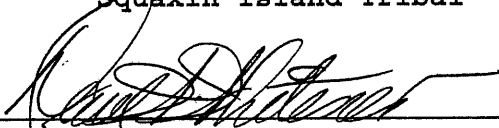
18. **APPROVAL.** It is further understood and agreed between the parties hereto that this lease shall be valid and binding only after approval by the Secretary of the Interior, or his authorized representative.

FOR TRIBALLY OWNED LAND:


IN WITNESS Whereof, the parties hereto have hereunto set their hands on the date first above Written.




CHAIRMAN
Squaxin Island Tribal



SECRETARY
LESSOR



WITNESSES:



LESSEE (EXECUTIVE DIRECTOR)
Southern Puget Sound Inter-Tribal
Housing Authority

