

108197

HIP # 809

BOOK 116 PAGE 612

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## BILL OF SALE/AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That I Hiram E. Olney, Superintendent of the Yakima Indian Agency, acting on behalf of the Bureau of Indian Affairs, for good and valuable consideration do hereby grant, transfer and deliver unto Randy Settler the structure and appurtenances, equipment and other items constructed, repaired, and /or furnished under the Home Improvement Program (HIP), one single family residence situated on the Yakima Indian Reservation, (hereinafter referred to as tribe) described as follows: The Easterly 290 feet of the following described tract: All that portion of the East half of Government Lot 4, of S 29, T 3 N, R 8 E, W.M., lying Southerly of the Southerly right of way line of State Highway No. 8, as presently located and established and Northerly of the Northerly right of way line of the Spokane, Portland and Settler Railway Company; SUBJECT TO an easement for a right of way 20 feet in width along the Westerly line of the above described real property, recorded December 29, 1969, in Book 61 of Deeds, Page 427, Auditor's File No. 71716, records of Skamania County, Washington. In consideration of the grant, we hereby agree as follows and affix our signatures hereinafter:

ONE TIME ASSISTANCE: The Grantee's understands that per 25 CFR 256.4(b), no additional repair and improvements are authorized. Further responsibility for repair or improvements, should they be desired, are the responsibility of the Grantee.

*8.00 Def Title.*  
Category B, First Right of Refusal: In the event Grantee(s) should at any time, for a period of 5 years from the date of this Agreement wish to sell or otherwise dispose of the property and/or structure renovated in part with the Grant from the Superintendent, applicant(s) will first offer the property and/or structure to the Tribal Council at a Fair Market Value. If the Tribal Council declines to purchase within 60 days after notification, Grantee(s) will be free to dispose of the property and/or structure as they see fit. Dates effective from: September 8, 1989 to: September 8, 1994 *R.S.*

~~Category C: Grantee(s) hereby acknowledge(s) and agree(s) by signature below that if he/she sells the house within five(5) years following the date of purchase and/or construction, the grant is voided and the amount of the grant will be fully repaid by the grantee to the Bureau of Indian Affairs, as per 25 CFR, Part 256.4(c)(3). The grant does not constitute a lien against such property but is repayable as stated within the five year period. Dates effective from: \_\_\_\_\_ to: \_\_\_\_\_.~~

~~Category D: Grantee(s) hereby acknowledge(s) and agree(s) by signature below that if he/she sells the house within the first ten (10) years from the date of ownership, the grant is voided and the full amount of the HIP grant will be repaid by the grantee to the Bureau of Indian Affairs. Subsequent to the first ten years, if the grantee sells the house, he/she may retain ten percent (10%) of the original grant amount per year beginning the the (11th) year with the remaining amount to be repaid to the Bureau of Indian Affairs. If the sale occurs twenty (20) years or more after the date of ownership, no repayment of any part of the grant will be due to the Bureau of Indian Affairs, as per 25 CFR Part 256.4(d) (4). The grant does not constitute a lien against such property but is repayable as stated within the twenty (20) year period. Dates effective from \_\_\_\_\_ to \_\_\_\_\_.~~

~~(See Attachment A).~~

Successor: In the event of the death of, mental incapacity of, or abandonment of the unit by all of the persons who have executed the Agreement as Grantee, the person designated as the Successor(s) shall succeed to the Grantee's rights and responsibilities under this Agreement. The Successor(s) shall execute an assumption of the Grantee's obligations under the Agreement.

Glenda J. Kimmel, Skamania County Assessor  
 By: *DM* Parcel # 3-8-29-1000

WILMA J. CORNWALL  
 TREASURER OF SKAMANIA COUNTY

**Fire Insurance:** The Grantee must carry adequate fire insurance where determined feasible by the Superintendent.

TO HAVE AND TO HOLD the same to the said party, his executors, administrators and assigns forever. The Bureau of Indian Affairs does for his heirs, executors and administrators and assigns, to warrant and defend the granting of the said property, goods and chattels hereby made unto the said party, his executors, administrators and assigns, against all and every person and persons whomsoever lawfully claiming or to claim the same. The Grantee hereby accepts the foregoing Bill of Sale/Agreement and agrees to its conditions.

IN WITNESS WHEREOF Randy Settler, the Grantee(s) have hereunto set their hand(s) as of this 29th day of Sept., A.D. 1989.

Randy Settler  
Grantee Randy Settler

Grantee

STATE OF Washington

COUNTY OF Skamania

Registered p  
Indexed, Cir p  
Indirect p  
Filed 11-8-89  
Noted

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY William Nelson  
Nov 6 12 56 PM '89  
GARY M. OLSON

I, Elena B. Packineau, Notary Public in and for the State of Washington, do hereby certify that on this 5th 29th day of September, 1989, personally appeared before me Randy Settler to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed the same as free and voluntary act and deed for the uses and purposed herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 5th 29th day of September, 1989, Notary Public in and for the State of Washington residing at Wapato in said County.

Elena B. Packineau  
Notary Public

IN WITNESS WHEREOF Hiram E. Olney, Superintendent has hereunto set his hand as of this 3rd day of Oct., A.D. 1987.

Hiram E. Olney  
Superintendent

STATE OF Washington  
COUNTY OF Yakima

I, Lillian E. Untuck Notary Public in and for the State of \_\_\_\_\_, do hereby certify that on this 3rd day of Oct., 1987, personally appeared before me Hiram E. Olney to me known to be the individual described in and who executed the within instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 3rd day of Oct., 1986, Notary Public in and for the State of WA residing at Wapato in said County.

Lillian E. Untuck  
Notary Public