

COQUILLE INDIAN HOUSING AUTHORITY HOME GRANT AND OCCUPANCY AGREEMENT

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ARTICLE I: PARTIES AND DEFINITIONS

1.1 Parties

This Home Grant and Occupancy Agreement (HGOA or Agreement) is entered by and between the Coquille Indian Housing Authority (CIHA) as Grantor and the Resident whose signature(s) appears below as Grantee. Under this Agreement, the CIHA will grant to the Resident an opportunity to achieve ownership of a home in return for the Resident fulfilling the Grantee’s obligations to make a contribution to the development of the selected Tribal Project. Obligations of the Grantee shall include the making of monthly payments based on a Grant Reimbursement Amount, the provision of all maintenance of the home, submission to annual certification of income and family composition, and the satisfaction of all other Home Grant and Occupancy Program (HGOP) requirements as described in this Home Grant and Occupancy Agreement. This Agreement has been executed in duplicate original, and the Resident Grantee hereby acknowledges receipt of one such original.

CIHA - GRANTOR

By: _____

Official Title: _____

RESIDENT - GRANTEE

Head of Household: _____

Spouse: _____

Project # _____ Unit # _____

_____ Initial Grantee
_____ Subsequent Grantee

Date: _____

1.2 Definitions

In addition to the definitions listed below, certain Construction Contract terms used herein shall have the same meaning as in the Construction Contract.

CIHA: Coquille Indian Housing Authority. The entity that is authorized to engage in or assist in the development or operation of low income housing for Indians that is established by exercise of the power of self-government of the Coquille Indian Tribe independent of State law. Also called Grantor in this Agreement.

Construction Contract: The contract for construction in the case of the Conventional method, or the Contract of Sale in the case of a modular home or manufactured home.

Grant Equity Amount: Amount of grant passed through CIHA to the Grantee at time of occupancy and vested incrementally to the Grantee over the term of the Agreement. This amount shall be approximately 50% of the Initial Purchase Price.

Grant Reimbursement Amount: Amount of grant which shall be reimbursed by Grantee during the term of the lease or upon exercise of option to purchase. This amount shall be approximately 50% of the Initial Purchase Price.

Grant Reimbursement Payment: Monthly payment made by the Grantee to CIHA to reimburse the Grant Reimbursement Amount during the term of the lease. This amount shall be calculated at the time of occupancy, and shall be the payment amount required to reimburse the full Grant Reimbursement Amount over a 25 year term including interest.

Grantee: The person(s) who has executed this HGOA (Agreement) and who has not yet achieved homeownership. In construing this Agreement, it is understood that the Grantee may be more than one person, and if the context so requires, the singular masculine pronoun shall be taken to mean and include the plural and the feminine.

Grantee Initial Contribution: Cash contributed toward the development cost of a project made by the Grantee in accordance with this HGOA (Agreement). A credit is applied for the Grantee which reduces the total grant amount used for the development of the Home.

Grantor: Coquille Indian Housing Authority (CIHA).

HGOA (Agreement): A Home Grant and Occupancy Agreement between CIHA and the Grantee. The Agreement constitutes a lease-grant agreement which includes an option for the Grantee to purchase the Home at any time during the lease term. The Grantee is a lessee during the term of the Agreement and acquires no equitable interest in the Home until the option to purchase is exercised or the Home is transferred by action of this Agreement.

HGOP (Program): The Home Grant and Occupancy Program.

HUD: The U.S. Department of Housing and Urban Development.

Home: The dwelling unit covered by this HGOA (Agreement).

Initial Purchase Price: Cost of unit less Grantee Initial Contribution.

Insurance Charge: Amount Grantee is charged monthly by CIHA for reimbursement of actual cost for liability and casualty insurance coverage during the term of the lease.

PILOT Charge: Payment in Lieu Of Taxes. The amount charged by the CIHA for the provision of basic services to the unit under the Home Grant and Occupancy Program (HGOP). The PILOT Charge shall be perpetual and shall remain payable on a monthly basis after the Home is transferred to the Grantee. Charges will include costs incurred in the following categories:

- system charges for sanitation services (sewer)
- charges for public safety services (fire department, police, emergency medical)
- charges for community lighting
- charges for maintenance and improvement of parks and recreation facilities
- other costs for providing services in the common good of the community

Project: Housing developed, acquired, or assisted by CIHA under the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), and the improvement of this housing.

Subsequent Grantee: Any Grantee other than the initial Grantee who first occupies the Home pursuant to this HGOA (Agreement).

ARTICLE II: SPECIAL PROVISION

2.1 Provision

This Agreement shall be subject to revocation and cancellation by the CIHA if CIHA or HUD decides not to proceed with the development of the project in whole or in part. In such event, any contribution made by the Grantee or by the Coquille Indian Tribe shall be returned. If the contribution was a land contribution, it will be returned to the contributor.

ARTICLE III: CHANGE IN INCOME

3.1 Effect

If a Grantee's income changes after the GHO Agreement is executed but before the unit is occupied so that he no longer qualifies for the program, CIHA may reject the family as a Grantee for this program. If it becomes evident that a Grantee's income is inadequate for him to meet his obligations, CIHA may counsel the Grantee about other housing options, such as the rental program. Inability of the Grantee to meet his obligations under this Agreement is grounds for termination of the Agreement.

ARTICLE IV: GRANTEE INITIAL CONTRIBUTION

4.1 Type

The Grantee Initial Contribution shall be in the form of cash in an amount not less than \$1,500.

4.2 Amount and Payment Schedule

Grantee agrees to make a cash contribution to the Project in the amount of \$_____ which shall be paid in full to CIHA not later than the date the Home is available for occupancy in accordance with the following schedule:

Dates for payment

Payment amount

4.3 Disposition of Contributions on Termination Before Date of Occupancy

If this Agreement is terminated by CIHA or the Grantee before the date of occupancy, the Grantee may receive reimbursement of the value of the Grantee Initial Contribution made, plus other amounts contributed by the Grantee in accordance with the Construction Contract.

4.4 Disposition of Contributions on Termination After Date of Occupancy

- a) If the Agreement is voluntarily terminated by the Grantee after the date of occupancy for the purpose of conversion to the rental program, the Grantee may receive reimbursement of the value of the Grantee Initial Contribution made, less any deposit or other amounts due upon execution of the rental agreement, damage repair costs, outstanding amounts due under the terms of a payback agreement, or any other amounts due CIHA.
- b) If this Agreement is terminated by CIHA or the Grantee after the date of occupancy for any other reason, CIHA shall retain the value of the Grantee Initial Contribution made, plus other amounts contributed by the Grantee in accordance with the Construction Contract.

ARTICLE V: COMMENCEMENT OF OCCUPANCY

5.1 Notice

- a) Upon acceptance by CIHA from the contractor of the home as ready for occupancy, CIHA shall determine whether the Grantee has met all requirements for occupancy, including meeting the Grantee Initial Contribution requirements and fulfillment of mandatory Grantee counseling requirements. In the event of an affirmative determination, the Grantee shall be notified in writing that the home is available for occupancy as of the date specified in the notice (Date of Occupancy).
- b) If CIHA determines that the Grantee has not fully provided the Grantee Initial Contribution or not met any of the other conditions for occupancy the Grantee shall be notified in writing. The notice shall:
 - 1) specify the date by which Grantee must fulfill all requirements for occupancy; and,
 - 2) advise the Grantee that the HGO Agreement will be terminated and a substitute Grantee selected for the Home if the requirements are not satisfied.

5.2 Lease Term

The term of the Grantee's lease under this Agreement shall commence on the first day of the calendar month following the Date of Occupancy and shall expire:

- a) When the Home is transferred to the Grantee after the Initial Purchase Price has been paid through action of the Grant Reimbursement Payment and Grant Equity Amount vesting;
- b) when the Grantee exercises the option to purchase the unit and any balance of the Grant Reimbursement Amount and unvested Grant Equity Amount is paid in full to CIHA; or,
- c) when the Agreement is terminated as otherwise provided herein.

ARTICLE VI: INSPECTIONS

6.1 Inspection before Move-In

To establish a record of the condition of the home on the date of occupancy, the Grantee (including a subsequent Grantee) and a CIHA representative shall make an inspection of the home as close as possible to, but not later than, the date the Grantee takes occupancy. The record of this inspection shall be separate from the certificate of completion, but the inspections may, if feasible, be combined. After the inspection, the CIHA representative shall give the Grantee a signed statement of the condition of the home and equipment and a full written description of all the Grantee's responsibilities. The Grantee shall sign a copy of the signed inspection report and it shall be kept by CIHA in the Grantee's file.

6.2 Identification of Warranties

Within 30 days of commencement of occupancy of the home, CIHA shall furnish the Grantee with a list of applicable contractors', manufacturers' and suppliers' warranties indicating the items covered and the periods of the warranties, and stating the Grantee's responsibility for notifying CIHA of any deficiencies that would be covered under the warranties. Notification of warranty deficiencies by the Grantee to CIHA shall be done promptly, in writing so that CIHA may enforce any rights under the applicable warranties. If a Grantee fails to provide timely written notice of warranty deficiencies, and CIHA is subsequently unable to obtain redress under the warranty, correction of the deficiency shall be the responsibility of the Grantee.

6.3 Regular Annual Inspections

- a) CIHA has overall responsibility to enforce the provisions of this agreement and protect the housing assets on behalf of the Coquille Indian Tribe. Therefore, in addition to the inspection required under Section 6.1, CIHA will inspect the home regularly throughout the term of the lease. Inspections will be scheduled at least annually by providing not less than 24 hour written notice to the Grantee.
- b) The purpose of the inspections shall be to assure that the housing is being kept in decent, safe, and sanitary condition, and that the home and grounds are maintained in a manner that will preserve their condition.
- c) CIHA shall conduct a complete interior and exterior examination of the home as necessary, and shall furnish a copy of the inspection report to the Grantee. CIHA shall

take appropriate action, as needed, which will require the Grantee to remedy property deficiencies shown by the inspection, including steps to assure performance of the Grantee's obligations under this Agreement.

6.4 Inspection Upon Termination of Agreement

If this Agreement is terminated for any reason after commencement of occupancy, CIHA shall inspect the home, after notifying the Grantee of the time for the inspection. Following the inspection, CIHA shall give the Grantee a written statement of the cost of any maintenance work required to put the home in satisfactory condition for the next occupant.

6.5 Grantee Permission for Inspections

The Grantee shall permit CIHA to inspect the home at reasonable hours and intervals during the term of this Agreement in accordance with the rules established by CIHA for administration of the Home Grant and Occupancy Program. The Grantee shall be apprised of the opportunity to participate in any inspection done in accordance with this section.

ARTICLE VII: GRANTEE PROGRAM INCOME ELIGIBILITY

7.1 Maximum Initial Eligibility Income

A Grantee must have annual income of not more than 80% of the national median income as calculated by HUD and published from time to time in the Federal Register. A current listing of this income limit shall be kept at all times in the CIHA Programs Policy Manual.

7.2 Minimum Initial Eligibility Income

In order to be eligible for the HGO Program, the Grantee must have a minimum level of income which will provide for the Grantee to fulfill obligations of payments required under this Agreement. In order to calculate the minimum level of income required, CIHA shall determine the total payment amount which will be required for the Grant Reimbursement Payment, PILOT and Insurance. Eligibility will be established if the total payment amount is equal to or less than 25% of Grantee's annual income.

ARTICLE VIII: GRANTEE PAYMENTS

8.1 Grant Reimbursement Payment

The Grant Reimbursement Payment shall be calculated as provided in Addendum A (Grant Reimbursement Payment Calculation) of this Agreement. The basis for calculation shall be the amount required to amortize the Grant Reimbursement Amount, including interest, over a period of 25 years.

8.2 PILOT Payment

The PILOT Payment shall be determined as provided in Addendum B (PILOT Payment Determination) of this agreement. CIHA shall determine the payment amount by considering costs for providing the listed services and prorating that cost over the number of units in the community. Review of these costs will be done regularly (at least annually) by CIHA and the

payment shall be subject to change over the term of the Agreement based on changing costs or distribution.

8.3 Insurance Payment

The Insurance Payment shall be calculated as provided in Addendum C (Insurance Payment Calculation) of this Agreement. The basis for the Insurance Payment shall be a pro-rata share of the actual premiums paid by CIHA for provision of liability and casualty coverage for the Home. The Insurance Payment shall be made by the Grantee monthly to CIHA and shall be subject to change from time to time based on changes in actual cost for provision of the insurance. Insurance Payments will be made during the term of this Agreement. Upon transfer of the Home to the Grantee, the Grantee shall become responsible for providing insurance coverage in the private market.

8.4 Grantee Payment Collection Policy

CIHA has established and adopted written policies and procedures to assure the prompt payment and collection of required Grantee payments. These written policies are herein made a part of this Agreement and incorporated by this reference. A copy of the policies is prominently posted in the CIHA office, and is available to Grantee upon request.

ARTICLE IX: MAINTENANCE, UTILITIES, AND USE OF HOME

9.1 Written Policies

CIHA has established and adopted written maintenance policies which govern and give guidance in the following areas:

- a) Responsibilities of Grantee for maintenance and care of the dwelling unit and common property.
- b) Procedures for CIHA providing advice and technical assistance to Grantee to enable him to meet his maintenance responsibilities.
- c) Procedures for CIHA inspections of homes and common property.
- d) Procedures for CIHA to perform Grantee maintenance responsibilities when Grantee fails to satisfy such responsibilities, including procedures for charging the Grantee for the cost thereof.
- e) Special arrangements (if any) for obtaining maintenance services from outside workers or contractors.
- f) Procedures for charging Grantee for damage to the dwelling unit for which he is responsible.

These written policies are herein made a part of this Agreement and incorporated by this reference. A copy of the policies is prominently posted in the CIHA office, and is available to Grantee upon request.

9.2 Grantee's Responsibility to Maintain Home

The Grantee shall be responsible for performing or having performed all routine and non-routine maintenance of the home during the term of this Agreement. This responsibility includes all repairs and replacements and repair of damage from any cause. CIHA shall not be obligated to pay for or provide any maintenance for the home other than the correction of warranty items reported during the warranty period.

9.3 Grantee's Failure to Perform Maintenance

Failure of the Grantee to perform maintenance obligations constitutes a breach of this Agreement and grounds for its termination. Upon a determination by CIHA that the Grantee has failed to perform maintenance obligations, CIHA shall require the Grantee to agree to a specific plan of action to cure the breach and to assure future compliance. The plan shall provide for needed maintenance work to be performed within a reasonable time by the Grantee to cure the breach. If the Grantee refuses to enter into an agreement to cure default, or if after entering into an agreement to cure, Grantee fails to perform under the terms of the agreement, this Agreement shall be terminated as provided under Article XI, Sections 11.2 and 11.3 of this Agreement.

9.4 Repair of Conditions Creating a Hazard

If CIHA determines that the condition of the property creates a hazard to the life, health or safety of the occupants or others in the community, or if there is a risk of damage to the property if the condition is not corrected, the corrective work shall be done promptly by CIHA and the Grantee shall be charged for the repairs. All maintenance work performed by CIHA shall be accounted for through a work order stating the nature of and charge for the work.

9.5 Grantee Responsible for Utilities

The Grantee is responsible for the cost of furnishing utilities for the home. CIHA shall have no obligation for the provision of utilities. However, if CIHA determines that the Grantee is unable to pay for the utilities for the home, and that this inability creates conditions that are hazardous to life, health or safety of the occupants or threatens damage to the property, CIHA may pay for the utilities on behalf of the Grantee and charge the Grantee for the costs.

9.6 Conducting a Small Business Operation in Home

The Grantee must request permission from CIHA to operate a small business in the Home during the term of this Agreement. CIHA may grant permission to the Grantee to operate a small business when the Grantee assures the following conditions are met and will be maintained:

- a) The Home will remain the Grantee's principal residence;
- b) the business activity will not disrupt the basic residential nature of the community; and,
- c) the business will not require permanent structural changes to the unit that could adversely affect a future Grantee's use of the Home.

If CIHA determines that the required conditions are not met or maintained, CIHA shall deny or rescind permission for the Grantee to operate a small business.

9.7 Structural Changes

Grantee may make structural changes to the home only after receiving written permission to do so from CIHA. In order to request permission to make structural changes, Grantee must submit detailed plans of any proposed changes to CIHA. Submission of plans must be in a format required by CIHA. CIHA will make a determination that the planned changes will not:

- a) adversely affect the value of the home, surrounding homes or the community at large;
- b) adversely affect the use of the home as a residence;
- c) create an attractive nuisance in the community;
- d) constitute any unsafe condition during or after construction; or,
- e) otherwise affect the rights of neighbors to quiet enjoyment of their property.

Permission to make structural changes will not be unreasonably withheld by CIHA. Any changes made in accordance with this section shall be done at the Grantee's expense, and in the event of termination of this Agreement, the Grantee shall not be entitled to any compensation for such changes or additions.

ARTICLE X: VESTING OF GRANT AND TRANSFER OF TITLE

10.1 Initial Grant Arrangement

Upon execution of this Agreement and occupancy of the home, CIHA shall set aside a pass through grant amount equal to approximately 50% of the total grant amount used for construction of the home. The pass through grant amount shall be known as the Grant Equity Amount. The Grant Equity Amount shall be credited to the Grantee at the rate of 10% per year so that after the first 10 years of this agreement, the Grant Equity Amount shall be fully vested in the Grantee.

The balance of the total grant amount shall be reimbursed to CIHA by the Grantee as provided in Addendum A (Grant Reimbursement Amount Calculation). Repayment of the Grant Reimbursement Amount is based upon a 25 year amortization with the payment including interest at a rate established at the time this Agreement is executed.

10.2 Transfer at Expiration of Grant Term

At the time the Grant Reimbursement Amount has been fully repaid, this Agreement shall expire (being no longer of any force or effect) and CIHA shall transfer free and clear title of the Home to the Grantee.

10.3 Grantee's Exercise of Option to Purchase

The Grantee may purchase the Home at any time during the term of this Agreement by exercising an Option to Purchase. Upon Grantee's exercise of Option to Purchase, Grantee will pay in cash to CIHA all amounts due of the Grant Reimbursement Amount plus the amount, if any, of the Grant Equity Amount not yet vested in the Grantee. Cash for payment of these amounts may be obtained through financing by a bank or mortgage company of the Grantee's choice. CIHA will work in close cooperation with the Grantee and the lending institute in order to facilitate the financing of the Home upon exercise of the Option to Purchase.

ARTICLE XI: TERMINATION OF HGO AGREEMENT

11.1 Notice of Termination by CIHA, Right of Grantee to Respond

Upon a decision by CIHA to terminate this Agreement for any reason provided in this Agreement or by provision of Coquille Tribal Law, the Grantee shall be given written notice of intent to terminate not less than 30 days before the effective date of the termination. The notice shall state:

- a) The specific grounds for termination;
- b) the Grantee's right to make such reply as the Grantee may wish;
- c) the Grantee's right to examine and receive copies of CIHA documents directly relevant to the termination and eviction;
- d) the Grantee's right to a hearing according to the CIHA's Adverse Actions Appeals procedure;
- e) the Grantee's right to be represented by a person of his own choosing, at his own expense, in any hearing relevant to enforcement of the terms of the Agreement.

All procedures taken by CIHA in an action to terminate this Agreement shall comply with provisions of the Indian Civil Rights Act and with due process requirements of Coquille Tribal Law.

11.2 Termination Upon Grantee's Breach

In the event the Grantee fails to comply with any of the obligations of this Agreement, CIHA may terminate the Agreement by providing written notice to the Grantee, enforced by eviction procedures as prescribed in Coquille Tribal laws and ordinances governing the landlord-tenant relationship. The Grantee occupies the Home as a lessee during the term of this Agreement and acquires no equitable interest in the home until the Option to Purchase is exercised or the Agreement expires at the end of its term.

11.3 Responsibility of CIHA to Terminate

CIHA is responsible for taking appropriate action with respect to any noncompliance of the Grantee with any obligations of this Agreement. In any case of noncompliance with Grantee's responsibility to perform maintenance that is not corrected as provided in Article IX, Section 9.3 of this Agreement, it is the responsibility of CIHA to terminate this Agreement in accordance with the provisions of this section and to institute eviction proceedings against the Grantee. In other cases of noncompliance, CIHA will implement the following procedures:

- a) Upon determination that the Grantee is not in compliance with the terms of this Agreement, CIHA will promptly make arrangements to meet with the Grantee to discuss the issue and give the Grantee an opportunity to identify extenuating circumstances which may exist.
- b) The Grantee and CIHA will develop a written plan of action which will specify how the Grantee will come into compliance with the Agreement and detail any actions to be taken by CIHA which may be appropriate. The plan of action shall be signed by CIHA and the Grantee and made a part of this Agreement.

- c) CIHA will monitor the Grantee's compliance with the plan of action at reasonable intervals.
- d) In the event of refusal by the Grantee to enter into a plan of action to correct circumstances of noncompliance, or if after entering into a plan the Grantee fails to comply with the terms of the plan, CIHA shall take action to terminate this Agreement and evict the Grantee from the Home.
- e) A record of meetings with the Grantee, written plans of action, and other relevant documentation of steps taken to correct issues of noncompliance shall be maintained with this Agreement by CIHA.

Any decision by CIHA to not enforce compliance with all particulars of this Agreement shall not be construed as a precedent, nor shall it negate the ability of CIHA to institute enforcement action at anytime for issues of noncompliance.

11.4 Termination of HGO Agreement by Grantee

The Grantee may terminate this Agreement by providing CIHA with 30 days written notice. If the Grantee vacates the Home without written notice to CIHA, the Grantee shall remain subject to the obligations of this Agreement including the obligation to make monthly payments, until CIHA terminates the Agreement in writing. Notice of the termination shall be communicated by CIHA to the Grantee to the extent feasible and the termination shall be effective on the date stated in the notice.

11.5 Charges Upon Termination of Agreement

If this Agreement is terminated, CIHA shall charge the Grantee as follows:

- a) For any maintenance and replacement costs incurred by CIHA to prepare the Home for the next occupant;
- b) for any amounts owed to CIHA by the Grantee, including required monthly payments;
- c) for the required monthly payment for the period the home is vacant, not to exceed 60 days from the date of receipt of the notice of termination, or if the Grantee vacates the Home without notice to CIHA, for the period ending with the effective date of termination by CIHA; and,
- d) for the cost of securing the vacant unit, the cost of notification and associated termination tasks which will include legal costs, and the cost of storage and/or disposition of personal property.

11.6 Settlement Upon Termination

Settlement with the Grantee following termination of this Agreement shall be made as promptly as possible after all charges have been determined.

11.7 Disposition of Personal Property

CIHA may dispose of any item(s) of personal property abandoned by the Grantee after vacating the Home. In the disposing of abandoned property, CIHA will comply with all applicable Tribal Law. Proceeds, if any, from such disposition, may be applied to the payment of amounts owed by the Grantee to CIHA.

ARTICLE XII: MISCELLANEOUS

12.1 Annual Statement to Grantee

CIHA shall provide an annual statement to the Grantee that sets forth the balance of the Grant Reimbursement Amount and the level of vesting of the Grant Equity Amount. The statement shall be provided to the Grantee at the end of each CIHA fiscal year (September 30).

12.2 Notices

Any notices provided by CIHA to the Grantee as required by this Agreement or by law shall be delivered in writing to the Grantee personally or to any adult member of the Grantee's family residing in the Home, or shall be sent by certified mail, return receipt requested, properly addressed, postage prepaid. Notice from the Grantee to CIHA shall be in writing, and either delivered to a CIHA employee at the office of CIHA, or sent to CIHA by certified mail, return receipt requested, properly addressed, postage prepaid.

ARTICLE XIII: COUNSELING OF GRANTEE

13.1 Responsibility of CIHA to Provide Grantee Counseling

CIHA shall provide pre-occupancy and post-occupancy counseling to Grantees. The purpose of the counseling program shall be to develop:

- a) A full understanding of the Grantee's responsibilities as participants in the Housing Grant and Occupancy Program;
- b) the ability on the part of the Grantee to carry out the responsibilities and obligations of this Agreement; and,
- c) a cooperative relationship with other members of the Coquille Indian community.

13.2 Responsibility of Grantee to Participate in Counseling

Each Grantee shall be required to participate in and cooperate fully in all scheduled pre-and post-occupancy counseling activities. Failure without good cause to participate in the program shall constitute a breach of this Agreement.

**ADDENDUM A
 (GRANT REIMBURSEMENT PAYMENT CALCULATION)
 TO
 THE COQUILLE INDIAN HOUSING AUTHORITY
 -HOME GRANT AND OCCUPANCY AGREEMENT-**

This Grant Reimbursement is calculated as agreed in ARTICLE VIII, Section 8.1, of the attached Home Grant and Occupancy Agreement which has been executed in duplicate original and made between:

The Coquille Indian Housing Authority as Grantor; and

_____ **as Grantee(s);**

Dated; _____.

THE TOTAL OF GRANT IS DETERMINED AS FOLLOWS:

Total cost for home placement (CIHA Accounting)	+	
Plus Lot Cost (Per CIHA Policy)	+	\$ 10,000
Equals Total of Grant for Development	=	
Minus Grantee Initial Contribution	-	
Equals Total Grant Funds Expended	*	

THE TOTAL OF GRANT EQUITY AMOUNT IS DETERMINED AS FOLLOWS:

Total Grant Funds Expended	*	
Times 50%	x	50 %
Equals Grant Equity Amount	=	

The Grant Equity Amount shall be given (granted) to the Grantee over a period of 10 years by vesting 10% of the Grant Equity Amount to the Grantee at the date of occupancy and an additional 10% each year on the anniversary date of occupancy until the Grant Equity Amount is fully vested in the Grantee.

THE TOTAL OF GRANT REIMBURSEMENT AMOUNT IS DETERMINED AS FOLLOWS:

Total Grant Funds Expended	*	
Times 50%	x	

Equals Grant Reimbursement Amount	=	_____
Plus Appliance Purchase Price (if applicable) (Description: Range Refrigerator)	+	_____
_____		_____
Equals Total to be Reimbursed	=	_____

The Grant Reimbursement Amount shall be repaid by Grantee(s) to CIHA on a monthly basis on the terms and conditions of the Housing Grant and Occupancy Agreement and as further detailed in this Addendum A to that Agreement.

INTEREST RATE DETERMINATION AND AMORTIZATION OF TOTAL REIMBURSEMENT AMOUNT:

The Grant Reimbursement Amount of \$ _____ is hereby amortized over a 25 year period. The amortization shall include interest at the rate of 1% below the national average, conventional mortgage lending rate for 30 year mortgages as is determined at the time of execution of this Home Grant and Occupancy Agreement but shall not exceed 6% per annum. The national average, conventional mortgage lending rate shall be determined according to the rate most recently published by the Federal Home Loan Mortgage Corporation (Freddie Mac) at the time this Agreement is executed.

The national average, conventional mortgage lending rate for a 30-year fixed rate mortgage is _____ % for the week ending _____ as published by the Federal Home Loan Mortgage Corporation (Freddie Mac).

Therefore, the initial interest charge included in the amortized payment of the Grant Reimbursement Amount shall be _____ % per annum. (1% below the national average but not to exceed a maximum of 6% per annum.)

GRANT REIMBURSEMENT AMOUNT PRINCIPLE AND INTEREST PAYMENT:

Grant Reimbursement Amount (principle)	\$	_____
Annual Interest Rate	%	_____
Monthly Payment(from standard amortization table)	\$	_____

ANNUAL INTEREST RATE ADJUSTMENT:

The interest rate charged under this agreement shall be subject to change in order that it shall always be calculated as 1% under the national average, conventional mortgage lending rate but shall not exceed 6% per annum. A review of the interest rate charged will be done annually, on the anniversary date of occupancy of the unit. The interest rate shall be adjusted, up or down, depending upon any changes in the national average, conventional mortgage lending rate in effect at the time of the review. All changes made

shall be done by amendment to the Home Grant and Occupancy Agreement with no less than 30 days written notice given to the Grantee(s) of the changes to the interest rate and payment amount.

GRANTEE'S PROMISE TO PAY AND ACKNOWLEDGMENT:

By signing in acknowledgment below, the Grantee does hereby promise to pay to the Coquille Indian Housing Authority the Grant Reimbursement Amount as herein calculated. The payment shall be made in the following manner:

On the first day of _____ (mo), _____ (yr), the undersigned Grantee(s) do jointly and severally agree to pay to the Coquille Indian Housing Authority, \$_____ and further agree to pay a like amount on the first day of each successive month until the full Grant Reimbursement Amount is paid in full. The amount of this payment includes interest at the rate of _____ % per annum.

SIGNED:

CIHA - GRANTOR

By: _____

Official Title: _____

Date: _____

RESIDENT - GRANTEE

Head of Household _____

Spouse: _____

Date: _____

**ADDENDUM B
(PILOT PAYMENT DETERMINATION)
TO
THE COQUILLE INDIAN HOUSING AUTHORITY
-HOME GRANT AND OCCUPANCY AGREEMENT-**

This Payment in Lieu of Taxes (PILOT) is determined as agreed in ARTICLE VIII, Section 8.2, of the attached Home Grant and Occupancy Agreement which has been executed in duplicate original and made between:

The Coquille Indian Housing Authority as Grantor; and

_____ as Grantee(s);

Dated;_____.

The PILOT charge is determined by action of the CIHA Board of Commissioners based on recommendations of the CIHA staff of the estimated amount necessary to fund provision of basic services to the housing unit. The costs will be calculated for services in the following categories:

- **system charges for sanitation services (sewer)**
- **charges for public safety services (fire department, police, emergency medical)**
- **charges for community lighting**
- **charges for maintenance and improvement of parks and recreation facilities**
- **other costs for providing services in the common good of the community**

Review of these costs will be done regularly (at least annually) by CIHA in order that the Board of Commissioners may establish the PILOT charge for each of the housing units managed under a Home Grant and Occupancy Agreement.

The Board approved PILOT charge as of the date of this Home Grant and Occupancy Agreement is \$_____ per month. The Grantee(s) hereby agrees to pay this amount monthly to CIHA in addition to other payments required under this agreement. The payment of the PILOT charge will remain an obligation of the Grantee(s) for the duration of occupancy in the home, shall be perpetual as provided in the Home Grant and Occupancy Agreement, and shall remain payable on a monthly basis after the home is transferred to the Grantee.

The PILOT charge shall be subject to change from time to time and may be adjusted, up or down, depending upon changes in the costs for described services. All changes will be done by amendment to the Home Grant and Occupancy Agreement with no less than 30 days written notice given to the Grantee(s) of the change.

By signing in acknowledgment below, the Grantee(s) does hereby promise to pay monthly to the Coquille Indian Housing Authority the PILOT charge as herein determined and as may be adjusted by amendment from time to time during the duration of the Grantee's occupancy of the home.

SIGNED:

CIHA - GRANTOR

By: _____

Official Title: _____

Date: _____

RESIDENT - GRANTEE

Head of Household _____

Spouse: _____

Date: _____

**ADDENDUM C
(INSURANCE PAYMENT CALCULATION)
TO**

**THE COQUILLE INDIAN HOUSING AUTHORITY
-HOME GRANT AND OCCUPANCY AGREEMENT-**

This Insurance Payment is calculated as agreed in ARTICLE VIII, Section 8.3, of the attached Home Grant and Occupancy Agreement which has been executed in duplicate original and made between:

The Coquille Indian Housing Authority as Grantor; and

_____ as Grantee(s);

Dated _____.

The Insurance Payment is calculated as a pro-rata share of the actual premiums paid by CIHA for provision of liability and casualty coverage for the home.

The Insurance Payment shall be calculated as provided by formula from Amerind Risk Management Corporation (CIHA's Insurer) at the time Grantee(s) begin occupancy and shall be subject to change based on changes to actual costs for the provision of casualty and property liability charged to CIHA.

The initial Insurance Payment under this Home Grant and Occupancy Agreement shall be \$_____ per month. The Grantee(s) hereby agree to pay this amount to CIHA on a monthly basis in addition to other payments required under this Agreement.

Grantee(s) shall be notified of any changes to the Insurance Payment at least 30 days in advance of the effective date of the change.

SIGNED:

CIHA - GRANTOR

By: _____

Official Title: _____

Date: _____

RESIDENT - GRANTEE

Head of Household _____

Spouse: _____

Date: _____