



Coquille Indian Housing Authority

2678 Mexeye Loop • Coos Bay, OR 97420

RESOLUTION HA2002

APPROVING KILKICH WELLNESS CENTER ACCESS PERMIT

WHEREAS, the Coquille Indian Housing Authority (“CIHA”) is the duly constituted Housing Authority for the Coquille Indian Tribe (“Tribe”), established by authority of the Constitution and By-Laws of the Tribe; and,

WHEREAS, CIHA’s role is to provide safe and affordable housing for low income families; and,

WHEREAS, CIHA’s Board of Commissioners (“Board”), under Chapter 130 of the Coquille Indian Tribal Code, first adopted May 12, 1992 and as amended, desire to safeguard and promote the community’s peace, safety, and general welfare; and

WHEREAS, the Board is empowered, under Chapter 130 of the Coquille Indian Tribal Code, to enter into agreements, contracts, and understandings with any person, partnership, corporation, or Indian tribe and to lease land or interests in land to the extent provided by law; and,

WHEREAS, the Tribe has a need and an opportunity to transform its health care facility so that Coquille people and their families can conveniently receive holistic, integrated services including medical care, dentistry, mental health, and behavioral health services, pharmacy services, and alternative care options, all under one roof; and,

WHEREAS, the Tribe has decided to pursue a generational effort to develop and construct a new approximately 20,000-square-foot community health center (the “Project”) that will encourage holistic wellness in our community and reflect our unique indigenous heritage; and,

WHEREAS, operation of the Project will allow the Tribe to access additional revenue, sufficient to pay for the Project’s construction costs; and,

WHEREAS, the Project will be located on certain Coquille Reservation land owned in trust by the United States for the Tribe and located within the exterior boundaries of the State of Oregon at 630 Miluk Drive, Coos Bay, OR 97420 (the “Project Property”); and,

WHEREAS, the Tribe will fund the cost of development and construction of the Project using New Markets Tax Credits (“NMTC”) available under Section 45D of the Internal Revenue Code of 1986 (as amended, the “Code”); and,

WHEREAS, CIHA is the owner of a leasehold interest in certain portions of the Tribe Property (“CIHA Property”) adjacent to the Project Property, some of which must be accessed for ingress and egress to the Project Property; and,

WHEREAS, the NMTC investor requires authorization for the general public and all Project tenants to access the Project Property across the adjacent CIHA Property through a Nonexclusive Property Access and Permit Agreement; and,

WHEREAS, CIHA has reviewed the terms of the Nonexclusive Property Access and Permit Agreement (attached as Exhibit A hereto) with its legal counsel; and,

WHEREAS, CIHA has determined that executing the Nonexclusive Property Access and Permit Agreement is in the best interest of the Coquille Indian Housing Authority.

NOW, THEREFORE, BE IT RESOLVED that CIHA shall grant access to the Project Property across CIHA Property through the Nonexclusive Property Access and Permit Agreement; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Board hereby authorizes and approves the Nonexclusive Property Access and Permit Agreement in the form attached as Exhibit A hereto; and

NOW, THEREFORE, BE IT FINALLY RESOLVED, that CIHA is hereby authorized and directed to execute, deliver, and perform its obligations under the Nonexclusive Property Access and Permit Agreement, and that the Chairperson of the Board of Commissioners and/or the CIHA Executive Director, on behalf of CIHA, is hereby authorized, empowered, and directed to execute and deliver the Nonexclusive Property Access and Permit Agreement and all other agreements, instruments, and documents related to the Nonexclusive Property Access and Permit Agreement to which it is a party, as such individual may deem necessary or appropriate to effectuate the transactions contemplated by the Nonexclusive Property Access and Permit Agreement, and to take or cause to be taken all further actions as such individual may deem necessary or appropriate to effectuate the foregoing.

CERTIFICATION

The foregoing Resolution was duly adopted at the Coquille Indian Housing Authority Board of Commissioners meeting held on Coquille Tribal Lands in Coos Bay, Oregon, on May 21, 2020 with the required quorum present by a vote of:

_____ **For** _____ **Against** _____ **Absent** _____ **Abstaining**

Denise L. Hunter,
Vice Chair

Robert B. More,
Secretary/Treasurer

NONEXCLUSIVE PROPERTY ACCESS AND PERMIT AGREEMENT

THIS NONEXCLUSIVE PROPERTY ACCESS AND PERMIT AGREEMENT (this "**Agreement**") is executed and granted as of May _____, 2020, by and among Coquille Indian Tribe, a federally recognized Indian tribe (the "**Tribe**"), the Coquille Indian Housing Authority ("**CIHA**"), a Tribally designated housing entity, and Ko-Kwel Wellness Center QALICB, a nonprofit corporation formed under the laws of the Tribe ("**QALICB**").

RECITALS:

A. Tribe is the beneficiary of the Empire Reservation, comprised of certain real property located in Coos County, Oregon, held in trust and more specifically described in **Exhibit A** (the "**Tribe Property**").

B. QALICB is the owner of the leasehold interest in certain real property located in Coos County, Oregon, and within the Tribe Property more particularly depicted in the ALTA Survey attached as **Exhibit A-1** and described on **Exhibit A-2** (the "**QALICB Property**").

C. CIHA is a Tribally Designated Housing Entity which is the owner of a leasehold interest in certain portions of the Tribe Property ("**CIHA Property**") adjacent to the QALICB Property, some of which must be accessed for ingress and egress to the QALICB Property.

D. The parties intend that QALICB Property will be developed generally in accordance with the site plan attached at **Exhibit B** (the "**Site Plan**").

E. Tribe and CIHA desire to grant to QALICB (1) a nonexclusive permit for pedestrian and vehicular ingress and egress over a portion of the Tribe Property and CIHA Property that is adjacent to the QALICB Property, (2) a parking permit on a portion of the Tribe Property, (3) a drainage location permit, and (4) a construction access permit over a portion of the Tribe Property and CIHA Property, all subject to terms and conditions set forth below. The vehicular and pedestrian access areas are referred to as follows:

1. The Eight Foot Pathway Permit Area
2. The Eight Foot Walkway Permit Area
3. The West Vehicular Access Permit Area; and
4. The East Vehicular Access Permit Area.

F. Maps depicting the Project Site Access Permit Locations are attached as **Exhibits C-1 and C-2**. A legal description of the current Eight Foot Pathway Permit area is attached as **Exhibit D-1**. A legal description of the current Eight Foot Walkway Permit area is

attached as **Exhibit D-2**. A legal description of the current West Vehicular Access Permit Area is attached as **Exhibit D-3**. A legal description of the current East Vehicular Access Permit Area is attached as **Exhibit D-4**.

NOW, THEREFORE, in consideration of the recitals and of the agreements and covenants herein contained, the parties hereto agree as follows:

GRANT OF PERMIT

1. Permit.

(a) Tribe and, to the extent necessary and applicable, CIHA do hereby grant, bargain, sell, convey and assign unto QALICB nonexclusive permits (the "**Permits**") for: (i) vehicular and pedestrian ingress and egress over such portions of the Tribe Property and CIHA Property as are reasonably necessary to provide convenient access to adjoining public rights of way, including the areas described in Exhibits D-1, D-2, D-3 and D-4; (ii) parking over such portions of the Tribe Property as are necessary to provide convenient parking, sufficient to comply with applicable laws, rules and regulations, for a building to be constructed on the QALICB Property; (iii) drainage on, over, and across the Tribe Property and CIHA Property to allow for drainage into all retention and detention facilities on the Tribe Property; and (iv) construction access over those parts of the Tribe Property and CIHA Property as are reasonably necessary for QALICB to develop the QALICB Property, generally in accordance with the Site Plan. The Permits shall be for the use of QALICB and its employees, agents, contractors, customers, invitees, sublessees, customers and guests. The location of the Permits for ingress/egress and parking shall be over all existing and future roadway and parking areas on the Tribe Property, as generally reflected on the Site Plan and attached maps identifying access locations, and over any other portions of the Tribe Property as reasonably necessary to provide ingress/egress and parking to QALICB, and the location of the Permit for construction shall be mutually and reasonably agreed to by the Tribe and QALICB (collectively, the "**Permit Areas**").

(b) Tribe and CIHA shall have the right to relocate the Permit Areas, from time to time, at Tribe's sole cost and expense and provided that the relocation shall not materially interfere with the development or operation of the QALICB Property.

(c) The Permits shall be assignable to the QALICB and its successors and assigns.

2. Governing Law. This Agreement shall be governed by the laws of the Coquille Indian Tribe as they are adopted and amended from time to time.

3. Severance. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof.

4. Captions. The paragraph captions used throughout this Agreement are for the purpose of reference only and are not to be considered in the construction of this Agreement or in the interpretation of the rights or obligations of the parties hereto.

5. **Counterparts.** This Agreement may be executed in multiple counterparts (no one of which need contain the signatures of more than one party hereto so long as each party hereto executes at least one such counterpart), each of which shall be deemed an original and all of which, when taken together, shall constitute and be one and the same instrument.

6. **Attorney's Fees.** Should any party employ an attorney to enforce any of the provisions hereof, or to protect its interest in any matter arising under this Agreement, or to specifically enforce this Agreement, the party prevailing shall be entitled to recover from the other party all reasonable costs, charges and expenses, including attorneys' fees, expended in connection therewith, including expenses incurred on appeal.

7. **Entire Agreement.** It is agreed that this document contains the entire agreement between the parties as to the matters herein contained and the Agreement shall not be modified in any respect except by an amendment in writing signed by all parties hereto.

[Signatures appear on the following page]

Done this _____ day of May, 2020.

Tribe:

COQUILLE INDIAN TRIBE,
a federally recognized Indian tribe

By: _____

Name: _____

Title: _____

COQUILLE INDIAN HOUSING AUTHORITY,
a Coquille Tribal Corporation

By: _____

Name: _____

Title: _____

KO KWEL WELLNESS CENTER QALICB,
a Coquille Nonprofit Corporation

By: _____

Name: _____

Title: _____

[Notary Acknowledgements appear on the following page]

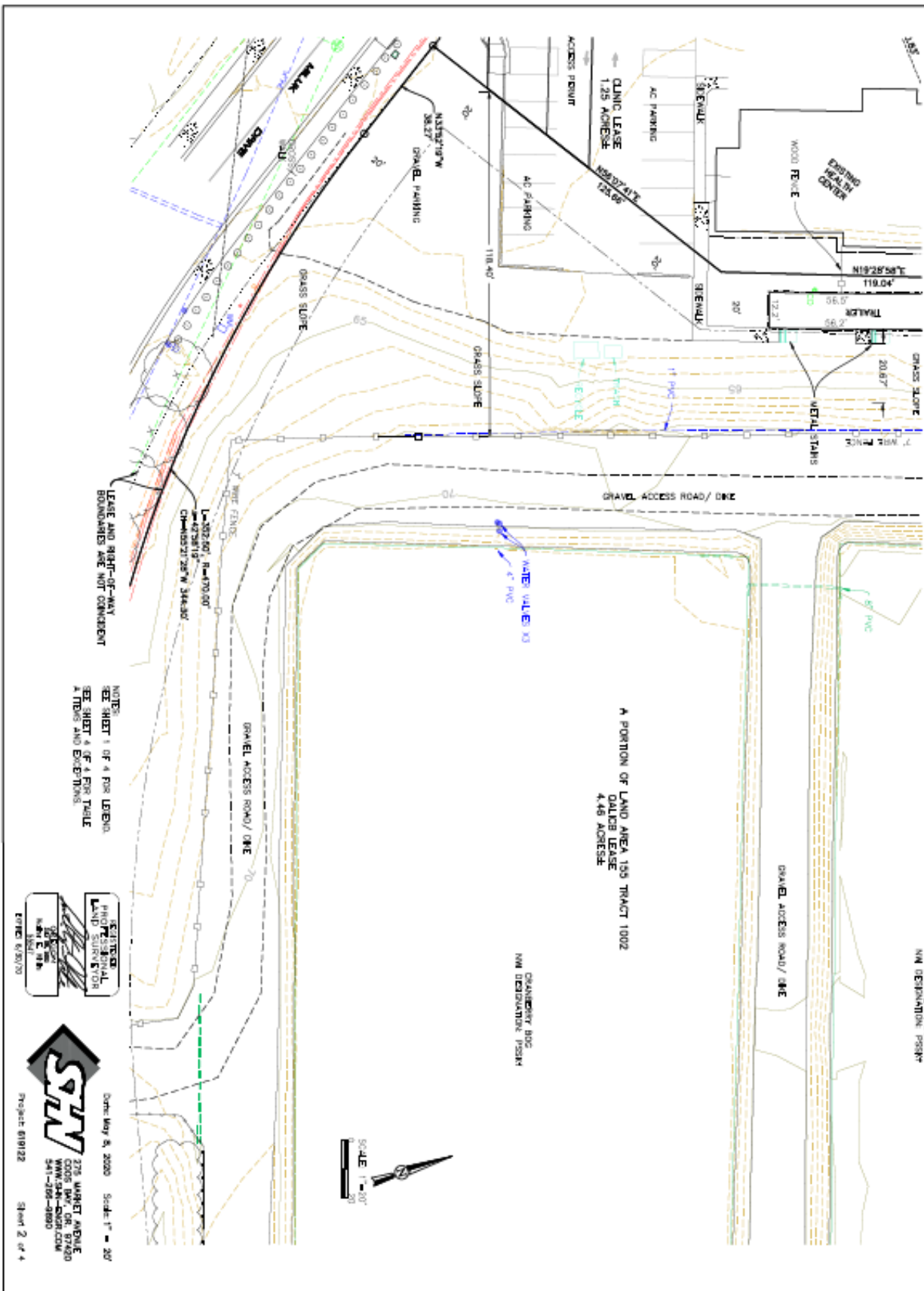
EXHIBIT "A"

DESCRIPTION OF TRIBE PROPERTY

**BIA TRACT 155 T 1002 LOCATED AT SECTION 01, TOWNSHIP 026S, RANGE 014W
WILLAMETTE MERIDIAN.**

EXHIBIT A-1
ALTA SURVEY

ALTA/NSP'S LAND TITLE SURVEY-A PORTION OF THE COOULLE INDIAN RESERVATION
 BIA LAND AREA 156 TRACT 1002 LOCATED IN THE SOUTHWEST 1/4 OF THE
 NORTHWEST 1/4 OF SEC. 31, T.25S, R.15W, W.M. COOS COUNTY, OREGON



LEASE AND RIGHT-OF-WAY
 BOUNDARIES ARE NOT CONNECTED

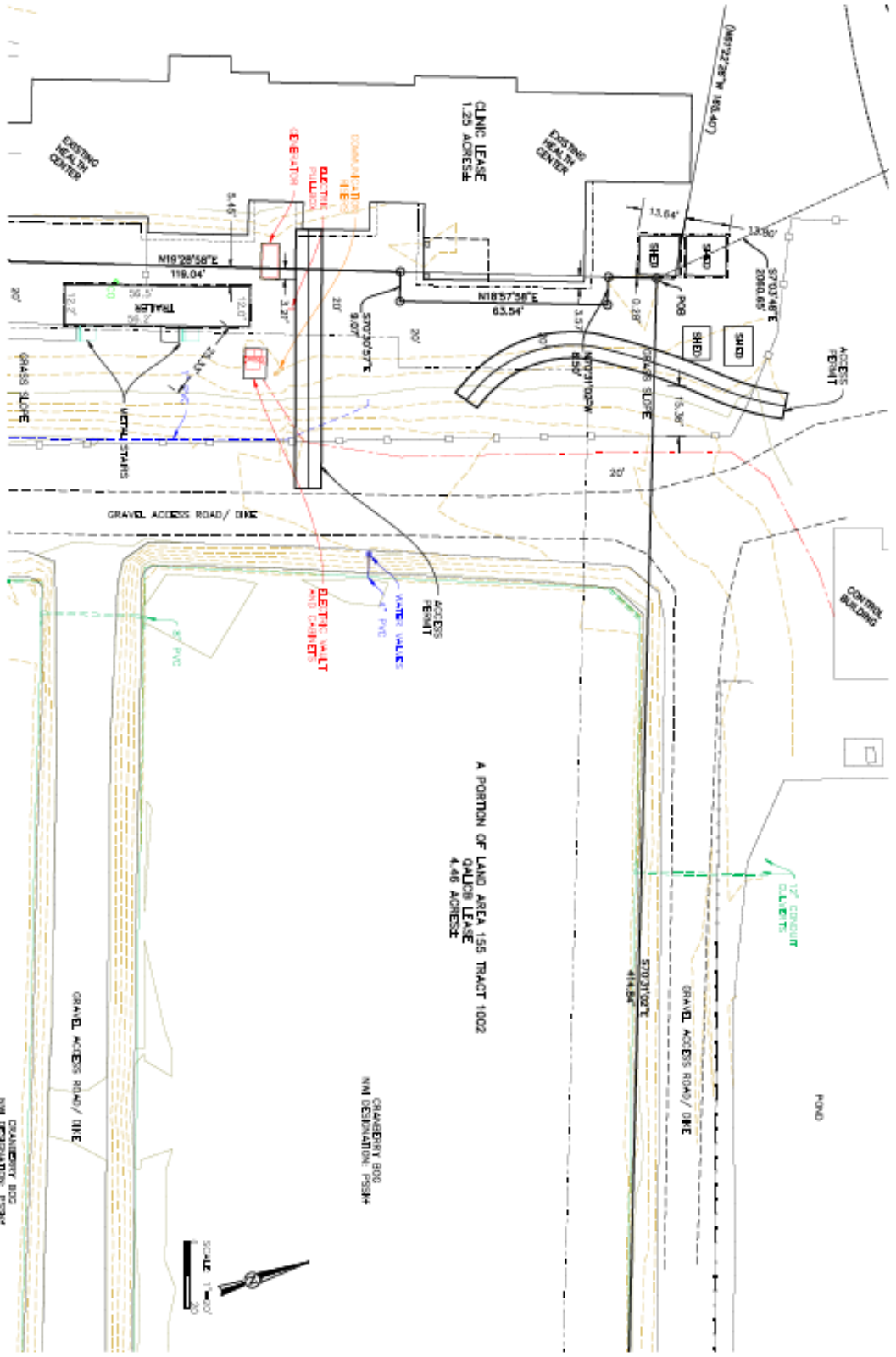
NOTE:
 SEE SHEET 1 OF 4 FOR LEGEND
 SEE SHEET 4 OF 4 FOR TABLE
 A ITEMS AND EXCEPTIONS

SCOTT'S
 PROFESSIONAL
 LAND SURVEYORS
 2775 MARKET AVENUE
 COOS BAY, OR 97420
 541-338-5800
 541-338-5800
 DATE: 6/20/20

DATE: MAY 8, 2020 SCALE: 1" = 20'
 2775 MARKET AVENUE
 COOS BAY, OR 97420
 541-338-5800
 541-338-5800
 PROJECT: 019122 SHEET 2 OF 4



**ALTA/NPS LAND TITLE SURVEY - A PORTION OF THE COOULLE INDIAN RESERVATION
 BIA LAND AREA 156 TRACT 1002 LOCATED IN THE SOUTHWEST 1/4 OF THE
 NORTHWEST 1/4 OF SEC. 31 T.25S. R.15W., WM., COOS COUNTY, OREGON**



A PORTION OF LAND AREA 156 TRACT 1002
 4.46 ACRES

NOTES:
 SEE SHEET 1 OF 4 FOR LEGEND.
 SEE SHEET 4 OF 4 FOR TRAIL
 A TRAIL AND EXCEPTIONS.



DATE: May 8, 2020 Scale: 1" = 20'
SW
 275 MARKET AVENUE
 COOS BAY, OR 97420
 WWW.SW-SURV.COM
 541-238-0800

Project: 019122 Sheet: 3 of 4



EXHIBIT A-2

LEGAL DESCRIPTION OF CLINIC LEASED AREA

A PORTION OF THE COQUILLE INDIAN RESERVATION BEING BIA LAND AREA 155 TRACT 1002 LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 13 WEST, W.M., COOS COUNTY, OREGON.

QUALICB LEASE AREA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A 5/8" IRON ROD AT THE NORTHWEST CORNER OF SAID LEASE BOUNDARY, SAID 5/8" IRON ROD BEARS SOUTH 7°03'48" EAST A DISTANCE OF 2060.65 FEET FROM THE 3" BRASS CAP LOCATED AT THE NORTHWEST CORNER OF SAID SECTION 31;
THENCE ALONG SAID LEASE BOUNDARY, SOUTH 70°31'02" EAST FOR A DISTANCE OF 414.84 FEET TO A 5/8" IRON ROD;
THENCE SOUTH 18°10'55" WEST FOR A DISTANCE OF 234.79 FEET TO A 5/8" IRON ROD;
THENCE SOUTH 71°47'49" EAST FOR A DISTANCE OF 140.02 FEET TO A 5/8" IRON ROD;
THENCE SOUTH 19°06'44" WEST FOR A DISTANCE OF 149.15 FEET TO A 5/8" IRON ROD;
THENCE NORTH 76°50'37" WEST FOR A DISTANCE OF 274.78 FEET TO A 5/8" IRON ROD;
THENCE ALONG A 470.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 42°58'19" FOR AN ARC DISTANCE OF 352.50 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 55°21'28" WEST AND A CHORD DISTANCE OF 344.30 FEET;
THENCE NORTH 33°52'19" WEST FOR A DISTANCE OF 38.27 FEET TO A 5/8" IRON ROD;
THENCE NORTH 56°07'41" EAST FOR A DISTANCE OF 125.66 FEET TO A 5/8" IRON ROD;
THENCE NORTH 19°28'58" EAST FOR A DISTANCE OF 119.04 FEET TO A 5/8" IRON ROD;
THENCE SOUTH 70°30'57" EAST FOR A DISTANCE OF 9.07 FEET TO A 5/8" IRON ROD;
THENCE NORTH 18°57'58" EAST FOR A DISTANCE OF 63.54 FEET TO A 5/8" IRON ROD;
THENCE NORTH 70°31'02" WEST FOR A DISTANCE OF 8.50 FEET TO A 5/8" IRON ROD;
THENCE NORTH 19°28'58" EAST FOR A DISTANCE OF 14.74 FEET TO THE POINT OF BEGINNING.

SAID LEASE BOUNDARY CONTAINING 4.67 ACRES, MORE OR LESS.

EXHIBIT B
PROJECT SITE PLAN

Permit Drawings.pdf

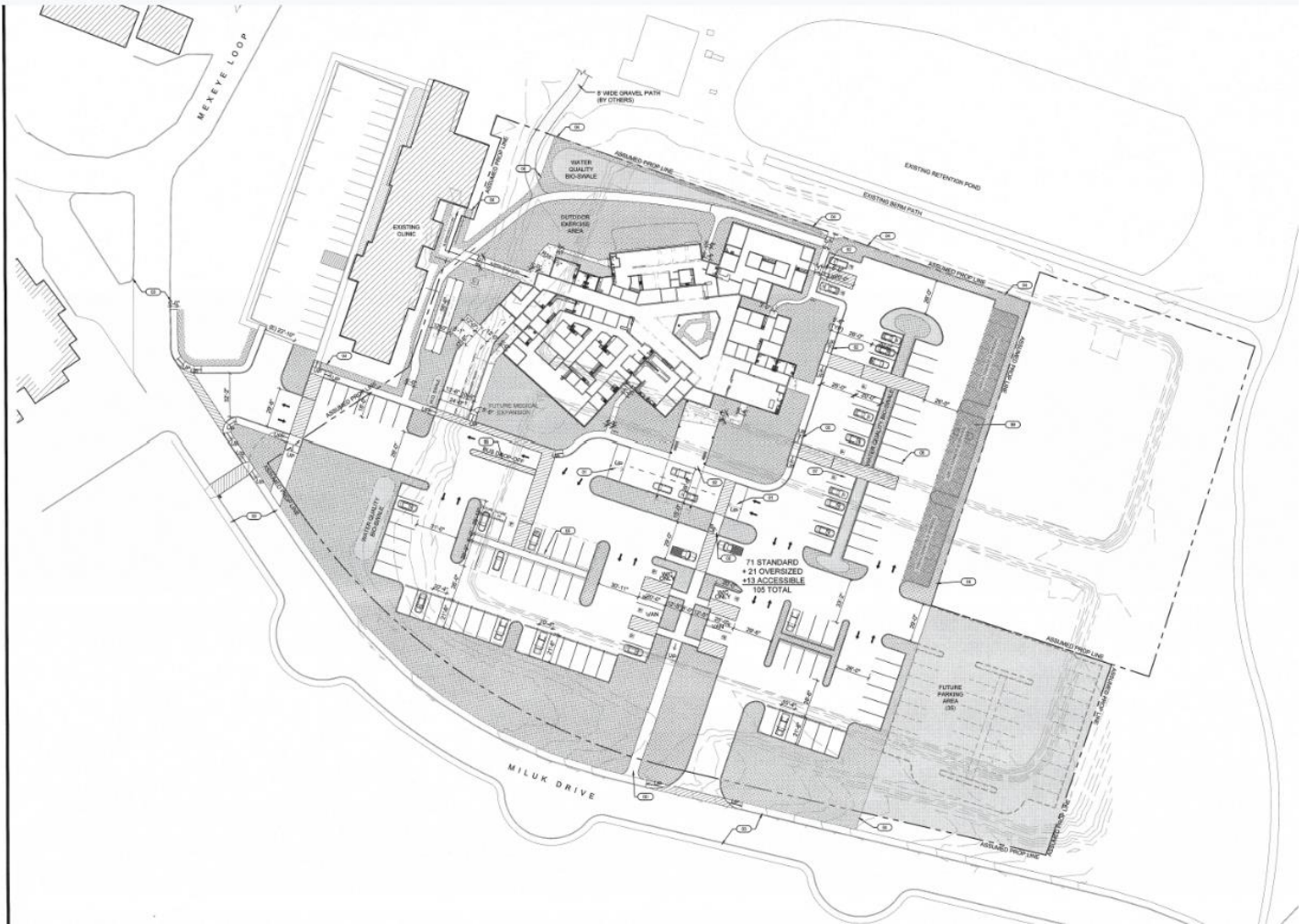


EXHIBIT C-1

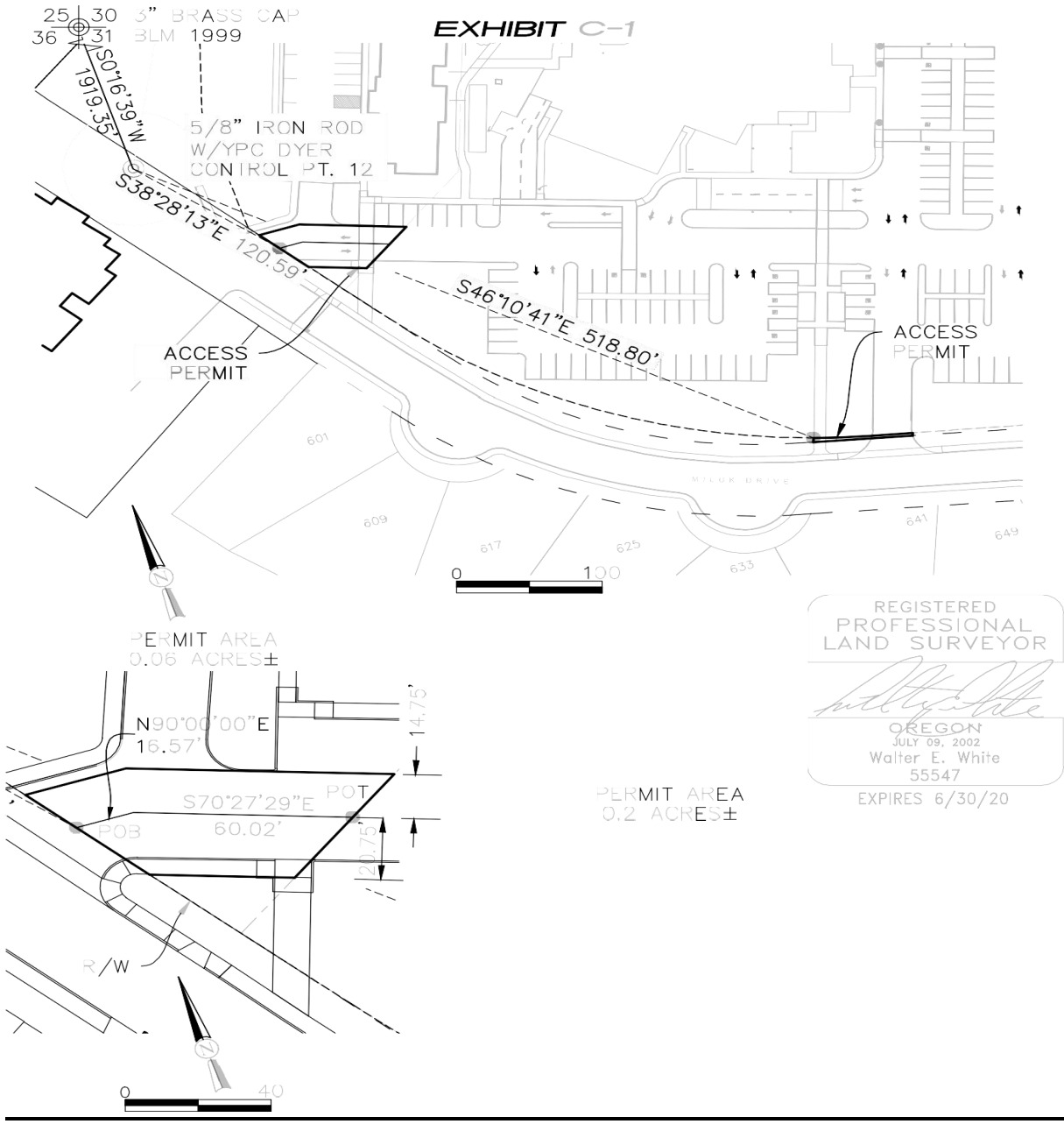


EXHIBIT C-2

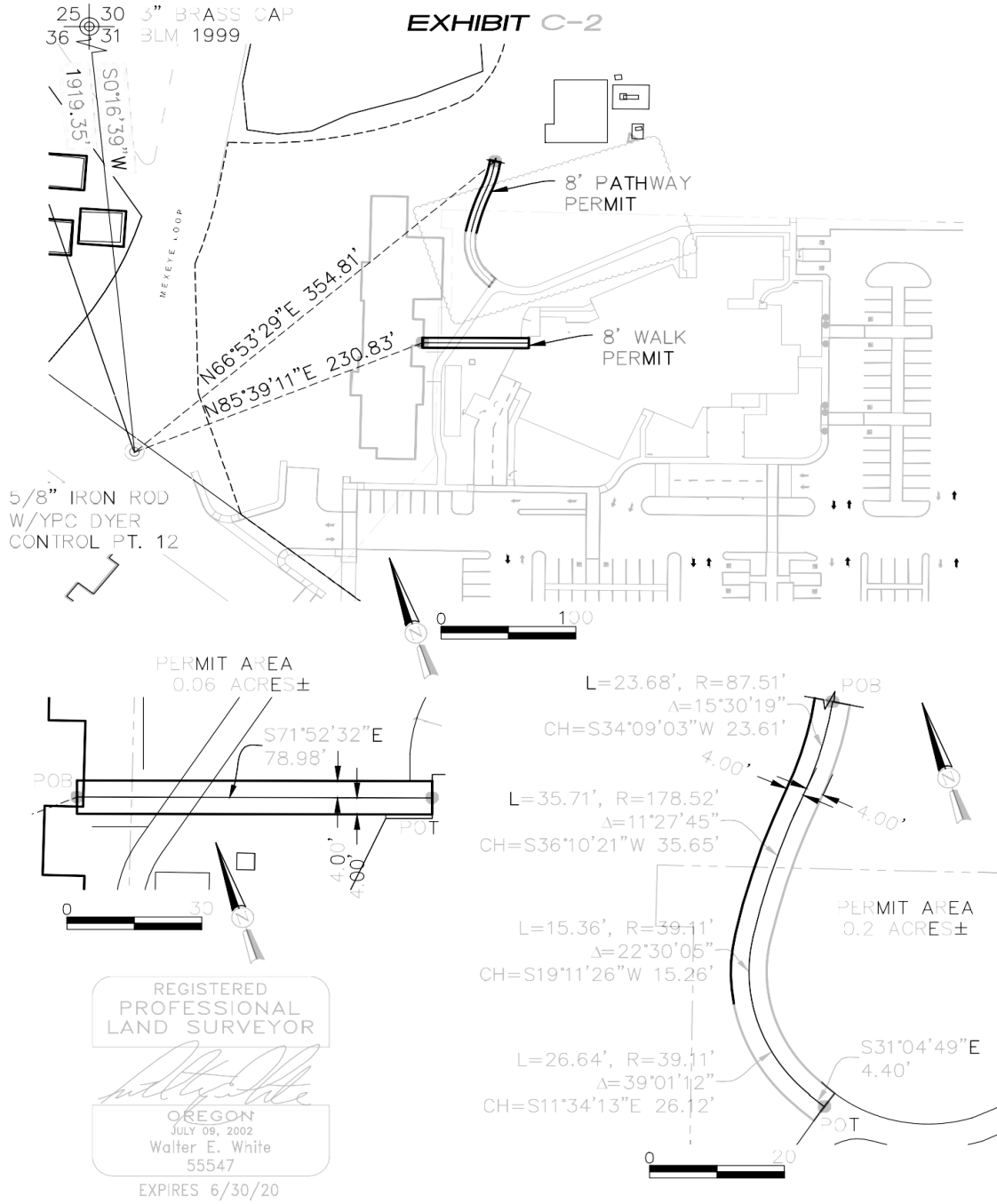


EXHIBIT D-1

A PERMIT LOCATED IN BIA LAND AREA 155 TRACT 1002 IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 13 WEST, W.M., COOS COUNTY, OREGON.

SAID PERMIT BEING 8.00 FEET IN WIDTH LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT A POINT (POB) ON SAID PERMIT CENTERLINE, SAID POINT BEARS NORTH 66°53'29" EAST A DISTANCE OF 354.81 FEET FROM THE 5/8" IRON ROD KNOWN AS CONTROL POINT #12 (DYER); THENCE ALONG SAID CENTERLINE ALONG A 87.51 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°30'19" FOR AN ARC LENGTH OF 23.68 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 34°09'03" WEST AND A CHORD DISTANCE OF 23.61 FEET; THENCE ALONG A 178.52 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°27'45" FOR AN ARC LENGTH OF 35.71 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 36°10'21" WEST AND A CHORD DISTANCE OF 35.65 FEET; THENCE ALONG A 39.11 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 22°30'05" FOR AN ARC LENGTH OF 15.36 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 19°11'26" WEST AND A CHORD DISTANCE OF 15.26 FEET; THENCE ALONG A 39.11 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 39°01'12" FOR AN ARC LENGTH OF 26.64 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 11°34'13" EAST AND A CHORD DISTANCE OF 26.12 FEET; THENCE SOUTH 31°04'49" EAST FOR A DISTANCE OF 4.40 FEET TO THE POINT OF TERMINATION.

THE SIDELINES OF THIS PERMIT SHALL BE PROLONGED OR SHORTENDED AS TO NOT CREATE ANY GAPS OR OVERLAPS.

SAID PERMIT CONTAINING 846 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

EXHIBIT D-2

A PERMIT LOCATED IN BIA LAND AREA 155 TRACT 1002 IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 13 WEST, W.M., COOS COUNTY, OREGON.

SAID PERMIT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
BEGINNING AT A POINT (POB) WHICH BEARS NORTH 85°39'11" EAST A DISTANCE OF 230.83 FEET FROM THE 5/8" IRON ROD KNOWN AS CONTROL POINT #12 (DYER);
THENCE ALONG SAID PERMIT, SOUTH 71°52'32" EAST FOR A DISTANCE OF 78.98 FEET TO THE POINT OF TERMINATION.

THE SIDELINES OF THIS PERMIT SHALL BE PROLONGED OR SHORTENED AS TO NOT CREATE ANY GAPS OR OVERLAPS.

SAID PERMIT CONTAINING 632 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

EXHIBIT D-3

A PERMIT LOCATED IN BIA LAND AREA 155 TRACT 1002 IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 13 WEST, W.M., COOS COUNTY, OREGON.

SAID PERMIT BEING 35.50 FEET IN WIDTH LYING 14.75 FEET NORTHERLY AND 20.75 FEET SOUTHERLY OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT A POINT (POB) AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF MILUK DRIVE AND SAID PERMIT CENTERLINE, SAID POINT BEARS SOUTH 38°28'13" EAST A DISTANCE OF 120.59 FEET FROM THE 5/8" IRON ROD KNOWN AS CONTROL POINT #12 (DYER); THENCE ALONG SAID CENTERLINE, NORTH 90°00'00" EAST FOR A DISTANCE OF 16.57 FEET; THENCE SOUTH 70°27'29" EAST FOR A DISTANCE OF 60.02 FEET TO POINT OF TERMINATION AT THE INTERSECTION WITH THE WESTERLY BOUNDARY OF THE QALICB TRACT, SAID POINT OF TERMINATION BEARS SOUTH 3°07'53" EAST A DISTANCE OF 2276.86 FEET FROM THE 3" BRASS CAP LOCATED AT THE NORTHWEST CORNER OF SAID SECTION 31.

THE SIDELINES OF THIS PERMIT SHALL BE PROLONGED OR SHORTEND AS TO NOT CREATE ANY GAPS OR OVERLAPS.

SAID PERMIT CONTAINING 2,532 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

EXHIBIT D-4

A PERMIT LOCATED IN BIA LAND AREA 155 TRACT 1002 IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 13 WEST, W.M., COOS COUNTY, OREGON.

SAID PERMIT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT (POB) AT THE INTERSECTION WITH SAID PERMIT AND THE 4TH CREEK OUT PARCEL, SAID POINT BEARS SOUTH 46°10'41" EAST A DISTANCE OF 518.80 FEET FROM THE 5/8" IRON ROD KNOWN AS CONTROL POINT #12 (DYER);

THENCE ALONG SAID 4TH CREEK OUT PARCEL ALONG A 470.06 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 4°43'12" FOR AN ARC LENGTH OF 38.72 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 74°29'00" EAST AND A CHORD DISTANCE OF 38.71 FEET;

THENCE SOUTH 76°50'47" EAST FOR A DISTANCE OF 29.47 FEET;

THENCE SOUTH 18°31'32" WEST FOR A DISTANCE OF 2.25 FEET TO THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF MILUK DRIVE;

THENCE ALONG SAID RIGHT-OF-WAY, NORTH 76°31'50" WEST FOR A DISTANCE OF 68.27 FEET;

THENCE LEAVING SAID RIGHT-OFWAY, NORTH 18°31'32" EAST FOR A DISTANCE OF 3.47 FEET TO THE POINT OF BEGINNING.