



SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

ADMINISTRATIVE POLICIES

CHAPTER: 9 COMMUNITY DEVELOPMENT

POLICY : 9-1 PRE-SALE DOWNPAYMENT FOR PENDING LAND SALES TO THE SALT RIVER PIMA- MARICOPA INDIAN COMMUNITY

I. PURPOSE:

- A. This policy sets forth the procedure by which the Salt River Pima-Maricopa Indian Community ("Community") may provide funds, in the form of a down payment, to an enrolled Community Member Landowner (hereinafter "Seller") prior to the finalization of a pending sale by that Seller of part or all of his or her interest in allotted lands to the Community. Such down payments shall not be automatic and shall only be issued at the Salt River Pima-Maricopa Indian Community Council's ("Community Council" or "Council") discretion and only under certain extenuating circumstances.
- B. This policy requires all Sellers who wish to receive a down payment to enter into a "Pre-Sale Down Payment Exclusivity Agreement" ("Exclusivity Agreement") with the Community that requires the Seller to negotiate exclusively with the Community for the sale of his or her land interests.

II. POLICY:

- A. Trust or restricted lands, or interests therein (hereinafter "Land") acquired by allotment, devise, inheritance, purchase, exchange, or gift may be sold by a Seller with the approval of the Secretary of the U.S. Dept of the Interior ("Secretary") or his/her designee or by the Secretary with the consent of the Seller.
- B. Prior to the completion of a Land sale to the Community, a Seller may request from the Community Council a pre-sale down payment to be credited for the benefit of the Community towards the purchase price of the Land. The decision to approve a pre-sale down payment rests totally in the discretion of the Council.
- C. A pre-sale down payment may be granted only if the requirements of this policy are met and the Council has approved the pursuit and negotiation of a Land purchase pursuant to the Land Purchase Policy (SEE: Policy 2-10, Land Purchase Policy).

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- D. Every Seller whose request to receive a down payment is approved by the Council must enter into an Exclusivity Agreement with the Community. The Exclusivity Agreement requires the Seller to negotiate exclusively with the Community for the sale of his or her Land to the Community. The Exclusivity Agreement should not be entered into, and is not binding, unless and until the Community Council authorizes the Community Development Department or other Council designee to proceed with negotiations for the purchase of the Land in question.

III. PROCEDURES:

- A. Sales of Land to the Community shall be governed by all applicable Community laws, policies, regulations and procedures, including, but not limited to, the Land Purchase Policy.
- B. Once the Community Council decides to pursue a Land purchase pursuant to the Land Purchase Policy, staff shall cause an appraisal to be conducted that indicates the fair market value of the Land to be purchased. This appraisal shall become the basis for the negotiation of the sale price for the Land and for down payment purposes.
- C. When an initial appraisal is obtained, the Seller will be advised of the Land's initial appraised value.
- D. After the Community Council decides to pursue the purchase of Land and the Community has received an initial appraisal for the Land to be purchased, the Council may, in its sole discretion, and upon request by the Seller, provide a down payment to the Seller memorialized through an Exclusivity Agreement entered into between the Community and the Seller. The Exclusivity Agreement will provide the Seller with a down payment, consistent with Section E below, for the purchase of the Land and will require the Seller to negotiate exclusively with the Community.
- E. The issuance of down payments and the execution of Exclusivity Agreements are not automatic. Exclusivity Agreements will be entered into only and solely at the Council's discretion, and may be approved by Council only under the following circumstances:
1. The Council has agreed to commence or pursue negotiations for the purchase of the Land in question and an initial appraisal has been received; and
 2. The Council concludes that the purchase of the Seller's Land and payment of the down payment are in the Community's best interests; and
 3. The Seller has provided the Council with a showing of an absolute need for the down payment funds accompanied with a showing that the Seller has no

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other available source of funds or income to meet the need. Examples of acceptable need for down payment funds include, but are not limited to, the following:

- a. Medical necessity, such as funds needed for payment of medical bills, long-term health care, or medical equipment, etc., not covered by any other source;
 - b. Family emergencies; or
 - c. Any other serious extenuating circumstance that the Council deems so critical so as to necessitate a down payment.
- F. If, pursuant to subsection E above, the Community Council agrees to move forward with issuing a down payment to the Seller, the Seller and the Council will be presented with the Pre-Sale Down Payment Exclusivity Agreement form for review.
- G. The down payment amount will not exceed ten per cent (10%) of the initial appraised value of the Land to be purchased or \$25,000.00 whichever is less.
- H. Once the Community Council has approved the Exclusivity Agreement, the unsigned Agreement shall be presented to the Seller for approval. Upon Seller approval and signed acceptance of the Exclusivity Agreement, the Agreement will be reviewed by the Community Development Department's Real Property Services staff for accuracy and forwarded with supporting documentation to the Salt River Pima-Maricopa Indian Community President for approval and signature.
- I. After the Exclusivity Agreement is approved by both Parties, a check request for the amount agreed to in the Exclusivity Agreement will be submitted by the Real Property Services Office to the Community Finance Department for processing.
- J. Procedures for completion of a Land sale, as outlined in Community Development Policy 2-10, Land Purchase Policy, will thereafter be completed.

IV. REPAYMENT OF PRE-SALE DOWN PAYMENT:

- A. The Seller is required to repay the pre-sale down payment to the Community in every circumstance.
- B. Where the sale of the Land to the Community is completed, the entire pre-sale down payment shall be deducted by the Community from the negotiated sale price of the Land purchased. The remainder of the sale price shall be remitted to the

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Seller. Such deduction represents the repayment of the down payment by the Seller to the Community.

- C. Should the purchase of the Land by the Community fail for any reason, or the Exclusivity Agreement be terminated, any Seller who has received a pre-sale down payment shall repay the entire down payment to the Community. If the Seller does not on his or her own repay the entire pre-sale down payment to the Community 30 days after notice, the Community may proceed to collect the down payment by withholding future per capita funds, issuing a lien against the funds the Seller may receive from the sale or lease of any portion of Land the Seller owns, and/or pursuing any other remedies available in a court of law.

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