

**Appendix I**

**Sample Use Rights and Homeowner Agreement**

USE RIGHTS AND HOMEOWNER AGREEMENT

By and between

ONEIDA INDIAN NATION

And

\_\_\_\_\_

Dated as of \_\_\_\_\_

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## USE RIGHTS AND HOMEOWNER AGREEMENT

THIS USE RIGHTS AND HOMEOWNER AGREEMENT (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2000\_\_, by and between the ONEIDA INDIAN NATION, a sovereign Indian nation (the "Nation") and \_\_\_\_\_ ("Homeowner").

### RECITALS

WHEREAS, the Nation desires to grant to Homeowner and Homeowner desires to obtain from the Nation the right to use and occupy a Home (hereinafter defined) located on a certain parcel of the land of the Oneida Indian Nation.

NOW THEREFORE, the Nation and Homeowner do hereby agree as follows:

1. DEFINITIONS. As used in this Agreement:

a. "Additional Costs" shall mean all sums, costs, expenses and other amounts, excluding the Fixed Payment, which Homeowner in any of the provisions of this Agreement agrees to pay to the Nation, including reimbursement of the Nation for any Occupancy Expenses advanced by the Nation on behalf of the Homeowner.

b. "Agreement Year" shall mean each successive twelve (12) calendar month period commencing on the first day of the first month of this Agreement.

c. "Annual Certification" shall mean an annual certification provided by the Homeowner to the Nation each year on or before the anniversary date of the commencement of this Agreement which reaffirms the Homeowner's compliance with the terms of this Agreement.

d. "Annual Costs" shall mean the Fixed Payment and the Additional Costs, collectively.

e. "Assignment" shall mean: (i) any disposition, lease, or transfer by Homeowner of any or all of its rights and obligations under this Agreement, whether voluntary, by operation of law, or otherwise; (ii) an imposition (whether or not consensual) of a lien, mortgage or encumbrance upon Homeowner's interest in this Agreement; and (iii) an arrangement which allows the use and occupancy of the Home by any person or entity other than Homeowner.

f. "Assignment Notice" shall mean a notice from Homeowner to the Nation requesting the Nation's consent to an Assignment.

g. "Award" shall mean the total proceeds of any award paid or payable in any condemnation or eminent domain proceeding or the consideration or settlement paid or payable pursuant to any agreement with the Nation.

h. "Base Year" shall mean the first Agreement Year.

i. "Fixed Payment" shall mean the annual fixed payment paid by Homeowner to the Nation in consideration of the rights granted in this Agreement.

j. "Lands" shall mean the lands of the Nation.

k. "Mortgagee" shall mean any lender approved by the Nation with a valid lien on the Homeowner's interest herein.

l. "Nation Laws" shall mean all laws, ordinances, codes, orders, rules, regulations and requirements of the Oneida Indian Nation.

m. "Net Award" shall mean the total Award less all costs, expenses and reasonable attorneys' fees of the Nation's counsel incurred in the collection thereof.

n. "Occupancy Expenses" shall mean the aggregate of all costs, expenses and disbursements of every kind and nature relating to or incurred or paid during the Term in connection with the use, occupancy, improvement, construction and maintenance of the Home and the land upon which the Home is situated.

o. "Home" shall mean all improvements, buildings and structures from time to time situated on that portion of the Nation's Lands consisting of \_\_\_\_\_ acres, more or less, and situated near \_\_\_\_\_, said land being more particularly described in Exhibit A attached hereto and made a part hereof.

p. "Term" shall mean the term of this Agreement commencing as of the first day of the Base Year and ending on the day before the date which is fifty (50) years after the date of commencement, unless sooner terminated in accordance with the terms hereof or by agreement of the Nation and Homeowner.

2. GRANT. In consideration of the Annual Costs and maintenance, insurance and other covenants set forth herein, on the part of Homeowner to be paid, performed and observed, the Nation does hereby grant to Homeowner, and Homeowner does hereby accept from the Nation, for the Term, upon and subject to the terms and provisions of this Agreement, the right to use the Home as the Homeowner's principal residence.

3. TERM OF AGREEMENT. The right to use the Home is hereby granted to Homeowner for the Term.

4. COSTS.

a. Fixed Payment. Homeowner covenants and agrees to pay to the Nation the Fixed Payment in advance on or before the first day of the Base Year and on or before the first day of each Agreement Year thereafter throughout the Term of this Agreement without offset or deduction. Notwithstanding anything contained herein to the contrary, Homeowner shall not be permitted, and the Nation shall not accept, any Fixed Payment paid more than one (1) year in advance. The Fixed Payment for the Base Year and for each Agreement Year thereafter shall be One and No/100 Dollars (\$1.00).

b. Additional Costs. Homeowner covenants and agrees to pay throughout the Term of this Agreement, at the address set forth herein for the Nation, or at such other place as the Nation may from time to time designate in writing, the Additional Costs. In connection with the payment of the Annual Costs, the Homeowner shall provide the Annual Certification to the Nation.

c. Occupancy Expenses . Homeowner shall pay directly all Occupancy Expenses related to the Home, including any user fees, and shall reimburse the Nation for any Occupancy Expenses advanced by the Nation on Homeowner's behalf within fifteen (15) days of demand therefor.

d. No Services . The Nation shall not be required to provide any services or to do any act or thing with respect to the Home, except as specifically provided herein, and the Annual Payment shall be paid to the Nation without any claim on the part of Homeowner for diminution, set-off or abatement, and nothing shall suspend, abate or reduce any payment or other sums to be paid hereunder, except as otherwise specifically provided in this Agreement.

5. INSURANCE AND INDEMNITY.

a. Risks to Be Insured. At all times during the Term, Homeowner shall, at Homeowner's cost and expense effect and maintain the following:

(i) All risk property insurance on the Home, in an amount representing not less than one hundred percent (100%) of the full insurable value (the term "full insurable value" shall mean the actual replacement cost [excluding foundation and excavation cost and cost of underground flues, pipes, and drains] of the Home.

(ii) General liability insurance, including property damage, on the Home and covering any liability that the Nation may have for injury to persons or property, on an "occurrence" basis with a limit of not less than \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per occurrence.

(iii) Such other insurance as the Nation or any Lender/Mortgagee may reasonably require.

b. Miscellaneous Insurance Provisions.

(i) The form and content of each policy of insurance shall be generally in accordance with what is customary for similar properties (including, without limitation, non-Indian properties) located in the general vicinity of the Nation's Lands and the Home.

(ii) All insurance policies shall (A) name the Nation, the Homeowner, and any Mortgagee as insured, as their respective interests may appear, and shall include an effective waiver by the issuer of all rights of subrogation against any insured or such insured's interest in the Home or any income derived therefrom; (B) provide that all claims for losses shall be adjusted by Homeowner subject to the approval of the Nation; (C) provide that any losses shall be payable notwithstanding any act or failure to act or negligence of the Nation or Homeowner or any other person; (D) provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Nation, the Homeowner and any Mortgagee of written notice thereof; (E) require the insurer to promptly notify the Nation of any non-payment of any premium when due; and (F) provide that the Nation shall have sole authority to invoke the defense of sovereign immunity in connection with any proceeding asserting liability against the Nation.

(iii) Homeowner shall observe and comply with the requirements of all policies of insurance that Homeowner is required hereby to maintain with respect to the Home.

c. Escrow for Insurance. The Mortgagee, if any, shall require that an insurance escrow or impoundment account be established with such Mortgagee, and the Homeowner shall escrow such funds with Mortgagee for payment by the Mortgagee of the insurance premium, as and when payment therefore is due. The Homeowner shall also escrow in this same account such funds sufficient to cover payment by the Borrower/Mortgagor of any Nation assessment, such as the service assessment applicable to and due from residents of the Village of White Pines.

d. Insurance Certificate. If there is no Mortgagee, Homeowner shall deliver to the Nation evidence of the payment of the annual insurance premium for insurance obtained in compliance with the foregoing section.

6. USE. Homeowner shall have the right to use the Home or any part thereof as Homeowner's principal private residence and to build and rebuild thereupon such building or



buildings on the Home as Homeowner may elect, and to make such alterations, improvements and betterments to the Home as Homeowner may desire, all in accordance with the Nation Laws.

7. ASSIGNMENT.

a. Assignment. Homeowner shall not be entitled to an Assignment without the prior written consent of the Nation. In order to obtain the foregoing consent, Homeowner shall submit to the Nation the Assignment Notice containing the following information: the reason for the requested Assignment, the effective date of the proposed Assignment, and the identity of the assignee, including the assignee's exact legal name. In no event shall the proposed effective date of the Assignment be less than thirty (30) days after the date of the Assignment Notice to the Nation. The Nation shall have thirty (30) days from the receipt of the Assignment Notice to review Homeowner's request and to notify Homeowner whether it will consent to the Assignment.

b. Consent to Assignment. If the Nation consents to the Assignment, the assignee, in a duly executed and acknowledged instrument of assumption, in form satisfactory to the Nation, shall assume the performance of all the terms and conditions on the part of Homeowner to be performed hereunder and, in connection therewith, shall agree to comply with Nation Laws. In the event of any Assignment, Homeowner shall remain fully liable to perform the obligations of Homeowner under this Agreement, such obligations to be joint and several with the obligations of the assignee under this Agreement. The consent by the Nation to any Assignment shall not be construed as a waiver or release of Homeowner from the terms of any covenant or obligation under this Agreement, nor shall the collection or acceptance of any payment from any assignee constitute a waiver or release of Homeowner of any covenant or obligation contained in this Agreement, nor shall any Assignment be construed to relieve Homeowner or the assignee from obtaining the prior written consent of the Nation to any further Assignment.

c. Default. Notwithstanding any provision in this Agreement to the contrary, Homeowner shall not be permitted an Assignment at any time if Homeowner is in default of any provision of this Agreement.

8. COMPLIANCE WITH NATION LAWS. Homeowner shall at all times during the Term, at Homeowner's cost and expense, perform and comply with Nation Laws. The foregoing shall apply whether or not such Nation Laws shall necessitate structural changes, improvements, interference with use and enjoyment of the Home, replacements or repairs, extraordinary as well as ordinary, and Homeowner shall so perform and comply, whether or not such Nation Laws shall now exist or shall hereafter be established, enacted or promulgated, and whether or not such Nation Laws can be said to be within the present contemplation of the parties hereto.

9. LIENS.

a. Claims. Notice is hereby given that the Nation shall not be liable for any work performed or to be performed on the Home, or for any materials furnished or to be furnished at the Home for Homeowner, and that no lien for such work or materials shall attach to the reversionary or any other interest of the Nation. If, in connection with any work being performed by Homeowner, or in connection with any materials being furnished to Homeowner, any lien or charge shall be attempted to be filed or made against the Home or any part thereof, or if any such lien or charge shall be attempted to be made against the Nation as owner, then Homeowner, at Homeowner's cost and expense, within sixty (60) days after such lien or charge shall have been attempted to be filed or made, shall cause the same to be canceled and discharged. Homeowner shall also defend, at Homeowner's cost and expense, any action, suit or proceeding which may be brought for the enforcement of such alleged lien or charge, and shall pay any damages, costs and expenses (including reasonable attorneys' fees) suffered or incurred therein by the Nation, and shall satisfy and discharge any judgment entered therein.

b. Contest of Claims. Notwithstanding the foregoing, after prior written notice to the Nation, Homeowner, at its expense, may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the legality or validity or amount of application, in whole or in part, of any lien or other charge of the nature referred to above, provided that Homeowner shall have furnished such security as the Nation may require.

10. CASUALTY AND TAKING.

a. Casualty. If the Home is damaged or destroyed by fire or other casualty, this Agreement shall in no way be affected and shall continue in full force and effect, and Homeowner warrants and represents that it shall restore, or cause the restoration of, the Home, provided, however, that if during the last five (5) years of the Term there is a total destruction of the Home or substantial damage to the Home such that Homeowner determines in good faith that restoration is not economically feasible, Homeowner may terminate this Agreement, provided Homeowner delivers written notice to the Nation within ninety (90) days after the date of such destruction or damage. All moneys paid under policies of insurance shall be held by the Nation, and such insurance proceeds, together with any and all interest thereon, shall be disbursed to Homeowner to enable Homeowner to restore or rebuild the Home, or any part thereof, or of erecting a new home. Notwithstanding the foregoing, in the event that there is a Mortgage, all proceeds of insurance shall be held by the Mortgagee and disbursed to Homeowner and the contractor(s), incrementally as work is done, to enable the Homeowner to rebuild or restore the Home as set forth in preceding sentence. In the event this Agreement is terminated as permitted above, Homeowner shall assign and transfer to the Nation all proceeds of any insurance policies related to the Home.

b. Takings. If twenty-five percent (25%) or more of the total gross floor area of the Home shall be taken for any public or quasi-public purpose by the appropriate governmental authorities, by the exercise of the right of condemnation or eminent domain, or by agreement with the Nation, then in such event Homeowner shall have the right to cancel and terminate this Agreement as of the date of such taking, upon giving written notice to the Nation of such election within sixty (60) days after receipt by Homeowner of written notice that such portion of the Home has been taken. In the event of such cancellation, Homeowner shall thereupon be released from any further liability under this Agreement. If the Agreement is not terminated, the entire Award shall be delivered to the Nation or, in the event that there is a loan, to the Lender and disbursed to Homeowner for repairing and rebuilding of the Home.

c. Proceeds. Any portion of any insurance proceeds or any Award not expended by Homeowner on repairing and rebuilding the Home, because of a termination of this Agreement or otherwise, shall be provided to the Nation.

#### 11. HOME.

a. Repairs and Alternations. Homeowner shall at all times during the Term, at Homeowner's cost and expense, keep the Home and all facilities and equipment therein and adjoining the Home, and land and landscaping surrounding the Home, in reasonable operating condition and repair, and in such condition as may be required by Nation Laws and by the terms of the insurance policies furnished pursuant to this Agreement, whether or not such repair shall be interior or exterior, extraordinary as well as ordinary, and whether or not such repair shall be of a structural nature or can be said to be within the present contemplation of the parties hereto. Homeowner shall at all times during the Term, at Homeowner's cost and expense, keep the sidewalks and curbs, if any, adjoining the Home, free from snow, ice and all other obstructions.

b. Ownership and Title to Home. Homeowner covenants and agrees that its interest in the Home and any replacement or addition thereto is subject to the terms and conditions of this Agreement. The Homeowner's interest in the Home, the fixtures, or other improvements in, on, to or upon the Home consists of the right to use the Home as provided by this Agreement and to enjoy the Net Value thereof as defined in Chapter 9 of the Housing Code. Homeowner covenants and agrees that, upon the termination of this Agreement, its interest in the Home, the fixtures and improvements shall, in accordance with Nation Laws, vest in the Nation, unless and until a subsequent Use Rights and Homeowner Agreement is executed with respect to the Home.

12. QUIET ENJOYMENT. The Nation covenants and agrees with Homeowner that as long as Homeowner pays the Annual Costs, and performs and fulfills all covenants, agreements and conditions set forth herein, Homeowner shall, at all times during the Term, peaceably and quietly have, hold and enjoy the Home and all rights, appurtenances and privileges belonging or in any way appertaining thereto without hindrance or disturbance.

13. DEFAULTS.

a. Events of Default. Each of the following shall constitute an "Event of Default": (a) if Homeowner fails to pay the Annual Costs, including the Fixed Payment or Additional Costs, and if such default shall continue for thirty (30) days after receipt of written notice from the Nation to Homeowner regarding such default; (b) if Homeowner defaults in the performance of any other of Homeowner's obligations hereunder and if such default shall continue for thirty (30) days after written notice from the Nation to Homeowner regarding such other default or defaults, provided that if the default is of such a character as cannot reasonably be cured within said period, and if Homeowner has commenced diligently to correct the default or defaults after receipt of such notice and thereafter diligently pursues such correction, then said period shall be extended for an additional period up to sixty (60) days; (c) if Homeowner, without the prior written consent of the Nation, fails to use the Home as such Homeowner's principal private residence for a continuous period of thirty (30) days; or (d) if Homeowner fails to pay or perform any obligation under any financing arrangement with the Nation or any financing arrangement guaranteed by the Nation.

b. Termination; Repossession. If any Event of Default occurs, the Nation, at the Nation's option, may either terminate this Agreement and recover possession of the Home or recover possession of the Home without terminating this Agreement. In the event the Nation elects to terminate this Agreement, then this Agreement and all rights of Homeowner hereunder shall expire and terminate as if the date specified in such notice were the date herein fixed for the expiration of the Term. In the "Event of Default" the Nation shall have available to it any and all remedies under law or equity. The Nation shall be entitled to reasonable attorneys' fees and all other costs and expenses actually incurred by the Nation in exercising its remedies hereunder.

14. NATION'S RIGHT TO PERFORM HOMEOWNER'S COVENANTS. Homeowner agrees that if it shall at any time fail, within thirty (30) days of receipt of notice from the Nation (except no prior notice shall be required in case of emergency), to perform any act on its part to be performed as provided in this Agreement, then, without further notice or demand upon Homeowner and without waiving or releasing Homeowner from any obligation of Homeowner contained in this Agreement or waiving any other right or remedy of the Nation, the Nation may, but shall not be obligated to perform any other act on Homeowner's part to be performed as provided in this Agreement. All sums paid by the Nation and all incidental costs and expenses paid or incurred by the Nation in connection with the Nation's performance of any act described in the previous sentence, together with all reasonable attorneys' fees and together with interest thereon from the date of the making of such expenditures by the Nation, at the default rate described herein, shall be payable to the Nation, on demand and Homeowner covenants to pay any such sum or sums with interest as aforesaid. All sums which may become payable to the Nation by Homeowner as provided in this section, and all sums which Homeowner assumes or agrees to pay pursuant to this Agreement, shall be deemed Additional Costs hereunder and be payable as aforesaid, and the Nation shall have (in addition to any other

right or remedy of the Nation) the same rights and remedies in the event of the nonpayment of any such sums as in the case of Homeowner's default in the payment of Annual Costs.

15. INDEMNITY. Homeowner shall indemnify, defend and hold the Nation harmless from and against any and all liabilities, losses, damages, expenses, causes of action, suits, interest, fines, penalties, claims and judgments (to the extent that the same are not barred by the doctrine of sovereign immunity and to the extent that the same are not paid out of the proceeds of any policies of liability insurance furnished by Homeowner to the Nation) arising from any occurrence during the Term involving person or property of any and every nature, and from any matter of thing, growing out of the occupation, possession, use, improvement, construction, alteration, repair, maintenance or control of the Home, or arising out of Homeowner's failure to perform each and every term, covenant, condition and agreement to be performed by Homeowner hereunder. Homeowner, at Homeowner's sole cost and expense, shall defend, by counsel acceptable to the Nation, any and all suits that may be brought, and claims which may be made, against the Nation, or in which the Nation may be impleaded with others, and shall satisfy, pay and discharge any and all judgments that may be imposed against the Nation or that may be filed against the Home, the Buildings or the appurtenances thereto, or any interest therein. In the event of the failure of Homeowner to pay any sum or sums for which Homeowner shall become liable as aforesaid, then the Nation may pay such sum or sums, with all interest and charges which may have accrued thereon, and the amount so paid by the Nation shall be payable by Homeowner to the Nation upon demand as Additional Costs. The foregoing shall not be, or be construed in any way as, a waiver or relinquishment of the Nation's sovereignty or sovereign immunity or any portion thereof.

16. MISCELLANEOUS.

a. Construction. The Nation and Homeowner agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof.

b. Governing Law. This Agreement shall be construed according to and shall be governed by Nation Laws.

c. Dispute Resolution. In the event of a dispute between the parties arising from this Agreement, the parties hereto establish a method of non-judicial dispute resolution. All disputes concerning compliance with and interpretation of the provisions of this Agreement shall be resolved by binding arbitration pursuant to the rules of arbitration established under Nation Laws. Any decision of the arbitrator shall be enforceable in the Oneida Nation Courts.

d. No Waiver. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time,

express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the cause of any subsequent occasion. Any and all rights and remedies which either party may have under this Agreement or by operation of Nation Laws upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other; no one of them, whether exercised by said party or not, shall be deemed to be in exclusion of any other, and any two or more or all of such rights and remedies may be exercised at the same time.

e. Headings. The headings used for the various articles and sections of this Agreement are used only as a matter of convenience for reference, and are not to be construed as part of this Agreement or to be used in determining the intent of the parties of this Agreement.

f. Successors. Unless repugnant to the context, the words "Nation" and "Homeowner" shall be construed to mean the original parties, their respective permitted successors and assignees, and those claiming through or under them, respectively.

g. Estoppel Certificate. Each party agrees from time to time, upon no less than fifteen (15) days' prior written request of the other, to execute, acknowledge and deliver to the other a statement in writing certifying that this Agreement is unmodified and in full force and effect (or, if there have been any modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the payment has been paid and whether there exists any uncured default by the other party and, if so, the nature of such default.

h. Notice. Every notice and demand required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given (a) when mailed postage prepaid by certified mail, with or without return receipt requested, or (b) when delivered, if delivered by hand or by commercially recognized, over-night courier, addressed as follows:

If to the Nation: Oneida Housing Corporation  
267 Union Street  
Oneida, New York 13421  
Attn: Gary Gordon, Executive Director

If to Homeowner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or, in the case of either party, to such other address as that party shall from time to time have designated by written notice given to the other party as herein provided.

i. Entire Agreement; No Oral Modifications. This instrument contains the entire agreement made between the parties hereto and may not be modified in any other manner than by an instrument in writing executed by the parties or their permitted successors in interest.

j. No Merger of Title. There shall be no merger of the estate created by this Agreement with the ownership of the Home or the Nation Lands by reason of the fact that the same person or entity may own or hold (a) the estate created by this Agreement or any interest in such estate, and (b) any interest in the ownership of the Home or the Nation Lands; and no such merger shall occur unless and until all persons having any interest in (x) the estate created by this Agreement, and (y) the ownership of the Home and the Nation lands, shall join in a written instrument effecting such merger.

k. No Alienation of Home or Lands. The parties hereto acknowledge and agree that this Agreement does not directly or indirectly grant, or convey or otherwise transfer ownership of the Lands and the improvements thereon from the Nation to the Homeowner or anyone else. This Agreement grants the right to use and occupy the Home without, in any way, alienating the Lands of the Nation or improvements thereon, or granting to Homeowner the right to transfer, convey or otherwise alienate such Lands or improvements.

l. No Third Party Beneficiary. The parties hereto acknowledge and agree that this Agreement, and the transactions contemplated hereby, are solely for the benefit of the parties hereto and not for the benefit of any third party.

EXECUTED as a sealed instrument on the day and year first hereinabove written.

WITNESS:

ONEIDA INDIAN NATION,  
a sovereign Indian nation

\_\_\_\_\_  
Ray Halbritter  
Nation Representative(s)

WITNESS:

Homeowner:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_



ONEIDA INDIAN NATION ) ss:

I, the undersigned, a \_\_\_\_\_ in and for the jurisdiction aforesaid, do certify that Ray Halbritter, the Nation Representative of the Oneida Indian Nation whose name is signed to the Agreement has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand and seal this \_\_\_ day of \_\_\_\_\_, 2000.

My commission expires:

(Notarial Seal)

---

Notary Public

ONEIDA INDIAN NATION ) ss:

I, the undersigned, a \_\_\_\_\_ in and for the jurisdiction aforesaid, do certify that \_\_\_\_\_, whose name is signed to the Agreement has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand and seal this \_\_\_ day of \_\_\_\_\_, 2000.

My commission expires:

(Notarial Seal)

\_\_\_\_\_  
Notary Public

ONEIDA INDIAN NATION ) ss:

I, the undersigned, a \_\_\_\_\_ in and for the jurisdiction aforesaid, do certify that \_\_\_\_\_, whose name is signed to the Agreement has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand and seal this \_\_\_ day of \_\_\_\_\_, 2000.

My commission expires:

(Notarial Seal)

\_\_\_\_\_  
Notary Public

EXHIBIT A

LEGAL DESCRIPTIONS OF LAND