

Amended

AGREEMENT
Between
The Seneca Nation of Indians and
The City of Salamanca,

1 I. PURPOSE AND SCOPE OF AGREEMENT; HISTORICAL BACKGROUND;
2 PARTIES

3

4 A. Purpose and Scope

5

6 This Agreement establishes a framework for cooperation and a
7 mutually beneficial future for the Seneca Nation of Indians,
8 Nation members, the City of Salamanca and City residents. The
9 Agreement: (1) provides City residents with new leases of Nation
10 land; and (2) provides the Nation with fair compensation for the
11 use of its land and for the impacts on the Nation of the prior
12 lease arrangement.

13

14 B. Historical Background

15

16 The Agreement is rooted in an appreciation of the heavy toll
17 paid by the Nation in the historical development of the City of
18 Salamanca. The parties are aware of the unique sequence of
19 events which deprived the Nation of the use of its lands. In the
20 mid-nineteenth century, several railroads, without Federal
21 authorization or approval and on terms adverse to the Nation
22 secured rights-of-way through the Allegany Reservation. The
23 railroads were built on the Allegany Reservation under authority
24 which the State of New York lacked but purported to grant.
25 Subsequently, railroad employees, persons associated with the
26 railroads, city residents and non-Indian farmers obtained leases
27 of Allegany Reservation lands, also without Federal authorization
28 and, similarly, on terms adverse to the Nation. By 1875,
29 Congress, aware of the considerable non-Indian settlement of and

1 investment in Nation land and at the urging of the State,
2 determined to act. By the Act of February 19, 1875 (18 Stat.
3 330), the United States confirmed existing leases of Allegany
4 Reservation lands, authorized further leasing and, over Indian
5 opposition, made the confirmed leases renewable for a twelve year
6 period. Fifteen years later Congress dealt the Nation yet
7 another blow. The Act of September 30, 1890 (26 Stat. 558), also
8 enacted over Indian opposition, amended the 1875 Act by
9 substituting a renewal term of "not exceeding ninety-nine years"
10 for the original renewal term of twelve years. The leases were
11 subsequently executed without federal supervision, assistance, or
12 support. Rentals were for a fixed sum, with no escalation.
13 Thus, the Nation has now been deprived of its lands for well over
14 one hundred years, yet has received extremely inadequate rental
15 payments and, in many cases, no payments at all.

16
17 The leases confirmed and authorized by these acts of
18 Congress and upon which the City of Salamanca was founded are now
19 due to expire on February 19, 1991. Understandably, this
20 approaching expiration date is creating considerable anxiety and
21 uncertainty on the part of City residents. Mindful of these
22 justifiable concerns on the part of City residents, as well as
23 the injustices suffered by the Nation and its members, the
24 parties have negotiated this Agreement to compensate the Nation
25 fairly for the use of Nation lands, to provide a measure of
26 certainty and security to the City and City residents, and to
27 establish a framework for future cooperation and economic
28 advancement.

29
30 C. Parties

31
32 The following are parties to this Agreement:

- 33
34 1. the Seneca Nation of Indians
35 2. the City of Salamanca

1
2 **II. NEW LEASES**
3

4 **A. Nation's Commitment to Provide New Leases**
5
6

7 The Nation agrees to provide new leases to any person
8 holding a lease with the Seneca Nation which either expires
9 on February 19, 1991 or is among the leases listed in
10 Document 1 of the Technical Documents. After a leased
11 property becomes the subject of a new executed lease, the
12 old lease shall be treated as surrendered. The tender of
13 the new leases, the surrender of the old leases, and the
14 exercise of the option to renew the new leases, all as
15 provided for under this Section, shall be subject to the
16 terms of Section VII of this Agreement.

17 **B. Lease Terms**
18

19 1. The new leases will be for a term of 40 years from
20 February 19, 1991. The Nation shall tender the new
21 leases to any person holding a lease with the Seneca
22 Nation which either expires on February 19, 1991 or is
23 among the leases listed in Document 1 of the Technical
24 Documents within sixty days of ratification of this
25 Agreement by the Nation and the City, provided that the
26 new leases so tendered shall not be binding on the
27 Nation until the steps set forth in Section VI.D. of
28 this Agreement have been accomplished. The leases
29 shall become binding on the same basis as the Agreement
30 is to become effective under Section VI.D. The option
31 to accept the offer of a new lease shall expire on
32 February 19, 1991 unless extended by the Nation.
33

34 2. Lessees will have the option to renew the new
35 leases for a period of 40 years, provided that the
36 lessee is not in default at that time. The lessee may

1 exercise the option to renew the lease by giving notice
2 to the Nation.

3
4 3. The annual rental payment due for the new leases
5 will be \$800,000 until this amount is less than the sum
6 of 8% of the land value of the property leased for
7 residential purposes and 10% of the land value of the
8 property leased for non-residential purpose (the
9 "formula"), at which time the amount determined by
10 application of this formula shall become the annual
11 rental payment. The annual rental payment determined
12 by application of this formula shall be adjusted
13 annually by the same percentage at which the full value
14 of property in the City changes, as shown by the
15 Equalization Rate. If the Equalization Rate (or a
16 successor or substitute index similarly adjusted) is
17 not available, the parties shall agree upon the use of
18 a different methodology for determining the rate of
19 change in property values in the City. The parties
20 also agree that the property in the City will be the
21 subject of an objective reappraisal to determine the
22 land value of the leased property, to be completed by
23 the end of the fifth year of the initial forty year
24 term of the leases provided for under this Agreement.
25 The reappraisal of the land value of the leased
26 property shall be conducted by an appraiser retained
27 specifically for this purpose, who is acceptable to
28 both the Nation and the City, and shall be conducted on
29 terms acceptable to both the Nation and the City. The
30 cost of the reappraisal shall be shared equally by the
31 City and the Nation. The land value as determined by
32 the objective reappraisal conducted under this Section
33 shall become the land value for purposes of calculating
34 the annual rental payment which the lessees
35 collectively will pay under this Agreement.

1
2 4. The Nation may, at its option at the end of any
3 five year period of this Agreement: (1) upon
4 satisfactory demonstration to the Joint Leasing
5 Commission that the values used are not representative of
6 market values, initiate an objective reappraisal to
7 determine the land value of the leased property, to be
8 conducted in accordance with Section II.B.3. of this
9 Agreement, or (2) test the methodology used to
10 determine the Equalization Rate through the use of a
11 random sample selection of parcels in accordance with
12 the procedures set forth by the State Board of
13 Equalization and Assessment for such testing. The land
14 value as determined by objective reappraisals conducted
15 under this Section shall become the land values for
16 purposes of calculating the annual rental payment
17 determined by application of the formula set forth
18 under Section II.B.3. of this Agreement. The
19 Equalization Rate as determined by the testing
20 procedures set forth under this paragraph shall become
21 the Equalization Rate used for purposes of determining
22 the annual adjustment in the annual rental payment as
23 provided for under Section II.B.3. of this Agreement.
24
25

26 5. The annual rental payment due the Nation will be
27 apportioned between the lessees and the City and paid
28 according to the following formula: The lessees
29 collectively will pay the sum of 8% of the land value
30 of property leased for residential purposes and 10% of
31 the land value of property leased for non-residential
32 properties; the City will pay the difference between
33 this amount and \$800,000 until the amount paid by the
34 lessees' collectively exceeds \$800,000. The rents
35 described in this Agreement shall be the total

1 consideration due from the lessees for the occupancy of
2 the leased lands.

3
4 6. Lessees shall agree as provided in Technical
5 Document 2 to tender their annual rental payments to
6 the City, as authorized under federal law by the Act of
7 August 14, 1950, 64 Stat. 442 and in accordance with
8 Chapter 878 of the laws of the State of New York for
9 the year 1953. The City agrees to tender the annual
10 rental payment to the Nation by check payable to the
11 Nation. Notwithstanding the failure of any lessee to
12 pay to the City the amount owed by that lessee, the
13 City agrees to pay the Nation the lessees' collective
14 share of the annual rental payment by tendering full
15 payment to the Nation on or before the date the rent is
16 due and payable.

17
18 7. Where any person holding a lease with the Seneca
19 Nation which either expires on February 19, 1991 or is
20 among the leases listed in Document 1 of the Technical
21 Documents does not accept the new lease tendered by the
22 Nation under Section II.B.1. of this Agreement the
23 annual rental payment due from the City to the Nation
24 under Section II.B.3. of this Agreement shall be
25 ratably reduced. The amount of the reduction shall be
26 the amount that would have been due if the new lease
27 had been accepted.

28
29 8. Where a member of the Seneca Nation would be
30 entitled to a new lease under this Agreement, the
31 entitlement thereto is hereby modified to the extent
32 that whether or not the Nation shall execute and
33 deliver such new lease to such member of the Seneca
34 Nation shall be determined by the Nation alone. Where
35 no lease is executed pursuant to this Agreement the

1 City shall not be obligated to pay rent to the Nation
2 for that parcel.

3
4 9. Where the Seneca Nation or a member of the Seneca
5 Nation acquires the interest of a lessee in a parcel
6 held under a new lease tendered by the Nation under
7 Section II B.1. of this Agreement, and is not obligated
8 to and elects not to hold the parcel under the new
9 lease, the annual rental payment due from the City to
10 the Nation under Section II.B.3. of this Agreement
11 shall be ratably reduced. The amount of the reduction
12 shall be the amount that would have been due if the
13 parcel were held under the new lease.

14
15 10. Additional lease terms are set forth in Document 2
16 of the Technical Documents.

17
18 **III. AUTHORITY TO INVESTIGATE COMPLIANCE WITH LEASE TERMS AND**
19 **THIS AGREEMENT**

20
21 The parties agree that the Council of the Seneca Nation and
22 any person or persons designated by the Council will have the
23 authority to investigate whether the City and the lessees are in
24 compliance with the lease terms and any provisions in this
25 Agreement relating to lease terms and lease administration.
26 When, in the judgment of the Council or its designees such action
27 is warranted, the Council may file a complaint under Section IV
28 of this Agreement initiating a binding arbitration on whether
29 there has been a breach of any lease term or provision of this
30 Agreement relating to lease terms or lease administration. In
31 carrying out its responsibilities under this section, the Council
32 or its designees shall have the authority to gather and compile
33 information in all practicable ways, including but not limited to
34 the power to take testimony of witnesses under oath; to issue
35 subpoenas to compel attendance of witnesses or the production of

1 books, records, documents and other evidence. The Council may as
2 part of its investigation prepare reports and recommendations
3 which may be transmitted to the Commission established under
4 section IV.

5

6 IV. JOINT LEASING COMMISSION AND DISPUTE RESOLUTION PROCESS

7

8 The parties agree to the establishment of (1) a commission
9 which shall be known as the Seneca Nation -- City of Salamanca
10 Joint Leasing Commission, and (2) a dispute resolution process
11 for resolving disputes arising under the lease terms and
12 provisions of this Agreement relating to lease terms and lease
13 administration. The composition, powers, and duties of the
14 Commission and the dispute resolution procedures are set forth in
15 Document 3 of the Technical Documents. The objectives of the
16 Commission and the dispute resolution procedures are to ensure
17 that the lessees, the City and the Nation comply with the lease
18 terms and with any provisions in this Agreement relating to lease
19 terms and lease administration.

20

21 A. Commission Responsibilities

22

23

24 Among its other duties, the Commission is authorized and
25 directed to:

26

- 27 1. compute the annual rental payment due for the new
28 leases in accordance with Section II.B.3. of the
29 Agreement (hereafter the "annual rental payment") and
30 to apportion the annual rental payment between the
31 lessees collectively and the City of Salamanca in
32 accordance with Section II.B.5. of the Agreement. The
33 City shall make available to the Commission by December
34 1 of each year all records, figures, and dates within
35 its possession necessary to make the required
computation.

1
2 2. notify the City annually by December 15 of each
3 year of the share of the annual rental payment
4 collectively owed by the lessees, and of the share of
5 the annual rental payment owed by the City in
6 accordance with Section II.B.5. of the Agreement. The
7 amounts so determined and provided to the City shall be
8 certified to the City by the Commission, and unless
9 disputed by the City within 10 days, shall constitute
10 the annual rental payment and the apportionment thereof
11 between the lessees collectively and the City.
12

13 3. verify and confirm annually the amount of the
14 annual rental payment which each individual lessee will
15 pay pursuant to the procedures used by the City to
16 determine said amount, which procedures shall be
17 provided to the Commission at least 60 days before
18 (12/21) February 19 of each year. The Commission shall certify
19 such amounts to the City, and the City shall then
20 proceed to notify the lessees individually and to
21 collect said amounts from the lessees individually
22 under procedures approved by the Commission.
23

24 4. perform other administrative tasks necessary for
25 administration of the leases, provided that the
26 Commission shall have no authority to exempt any lessee
27 from his or her share of the annual rental payment.
28

29 B. Initiation of Arbitration

30
31 The City, the Nation, or any lessee or sublessee who
32 believes that any other of these parties has failed to
33 comply fully with any lease term or any provision in this
34 Agreement relating to lease terms or lease administration
35 may file a complaint with the Commission initiating

1 arbitration under this Section of the Agreement and pursuant
2 to the procedures set forth in Document 3 of the Technical
3 Documents. However, in any year in which the Nation timely
4 receives from the City the total amount owed by the lessees
5 as their collective annual rental payment, the Nation will
6 have no recourse against individual lessees for failure to
7 make rental payments and the City will have the exclusive
8 right to seek redress from the defaulting lessees for
9 failure to make rental payments. The Nation's right to seek
10 redress against lessees for breach of provisions other than
11 those relating to tender of payment is reserved and will be
12 unaffected by timely payment of such collective annual
13 rental. If, however, the City does not pay the lessees'
14 collective share of the annual rental payment on or before
15 the date it is due, then the Nation may seek redress against
16 the City, the lessees, or both.

17
18 V. ADDITIONAL TERMS

19
20 A. Electric Utility Service

21 The City agrees to provide City electric utility
22 service to Nation members and Nation buildings and facilities in
23 Jimersontown on the Allegany Reservation at the same rates
24 applicable within the community of Killbuck, or at a similarly
25 reduced rate if the rate in effect in Killbuck as of the date of
26 execution of this Agreement is eliminated, provided that in no
27 event shall the rate be greater than that charged by the City to
28 consumers outside the City, provided that the Jimersontown area
29 is first determined to be eligible for service by the City's
30 Electric Utility ("Utility") under applicable law, and further
31 provided that the Nation shall make available the poles, lines,
32 and transformers (if necessary) (hereinafter "equipment") needed
33 for the Utility to deliver service to this area, which equipment
34 the Utility shall maintain as part of the service provided and at
35 no cost to the Nation. The Nation and the City agree to jointly

1 take such action as may be needed to establish the eligibility of
2 the Jimersontown area for City electric utility service.

3
4 B. West End Properties

5 The City agrees to take all action which it is
6 empowered to take, including if requested by the Nation seeking
7 an amendment to the City charter from the legislature of the
8 State of New York, to exclude the Nation properties shown on
9 Schedule A, which may be subject to confirmation by survey, from
10 the boundaries of the City, but shall continue to provide City
11 electric, water, and sewer utility service to these properties at
12 the same rates, as to electric utility service, applicable within
13 the community of Killbuck, or at a similarly reduced rate if the
14 rate in effect in Killbuck as of the date of execution of this
15 Agreement is eliminated, provided that in no event shall the rate
16 be greater than that charged by the City to consumers outside the
17 City, provided that the Nation shall provide the City with the
18 access and easements necessary for the City to continue to
19 provide such service.

20
21 C. Salamanca Hospital District Authority Lease

22 The Nation agrees to provide a new lease with a term
23 and annual rental as set forth in Section II. of this Agreement
24 to the Salamanca Hospital District Authority, provided that this
25 lease shall remain in effect only as long as the premises are
26 used as the site of a community hospital or for directly related
27 purposes, which shall include use as a health care center. The
28 Nation and the City agree to (1) work cooperatively to maintain
29 the property under lease to the Salamanca Hospital District
30 Authority as the site of a community hospital or for directly
31 related purposes, which shall include use as a health care
32 center, and (2) that in the event the property is no longer used
33 as the site of a community hospital or for directly related
34 purposes, which shall include use as a health care center, the
35 further use of the property shall be a matter of lease

1 administration and subject to a plan for its use and development
2 which has been agreed upon by the Nation, and the City, and
3 pursuant to a lease provided in accordance with Section II. of
4 this Agreement on which the term shall be considered to have
5 begun on February 20, 1991.

6

7 D. Economic Development

8 The sum of \$3,000,000 from the Economic and Community
9 Development Fund provided for under Section VI.C.1.b. of this
10 Agreement shall be deposited in an escrow account which shall be
11 owned by the Nation. The escrow agent shall be selected by
12 agreement of the Seneca Nation and the City. The escrow account
13 shall remain in existence for a period of ten years from the date
14 on which the principal is deposited, or until all payments
15 provided for under this Section V.D. have been made. The escrow
16 account shall be held and disbursed by said escrow agent as
17 follows.

18

19 1. Two-thirds of the income accruing to the escrow
20 account each year shall be paid to the City for economic and
21 community development in the City.

22

23 2. One-third of the income accruing to the escrow
24 account each year shall be paid to the Joint Venture Commission
25 on Economic Development.

26

27 3. After ten annual disbursements of the income
28 accruing to the escrow account have been made in accordance with
29 this Section V.D., the principal of the account shall be paid to
30 the Seneca Nation to be used for such purposes as the Seneca
31 Nation may authorize.

32

33 VI. IMPLEMENTATION AND MODIFICATION

34

35 A. Structure of Agreement

1
2 This Agreement consists of this document entitled
3 "Agreement" and several separate documents contained in a
4 technical appendix:
5

6 1. Document 1: Listing of leases, other than those
7 expiring in 1991, which the Nation agrees to replace
8 with new leases in accordance with this Agreement.
9

10 2. Document 2: Lease terms to be incorporated into
11 all leases entered into pursuant to this Agreement.
12

13 3. Document 3: Seneca Nation - City of Salamanca
14 Joint Leasing Commission.
15

16 Each of these three documents forms an integral part of the
17 Agreement.
18

19 B. Ratification By Nation, and City
20

21 The Council of the Seneca Nation, on behalf of the
22 Seneca Nation of Indians and the Council of the City of
23 Salamanca, must ratify this Agreement no later than July 14,
24 1990. Upon ratification, the parties shall convene to
25 develop a plan for implementing the Agreement at the
26 earliest possible date.
27

28 C. Federal and State Participation
29

30 1. In order to become effective, this Agreement
31 requires that certain actions be taken by the United
32 States Congress. These actions include but are not
33 limited to:
34

35 a. Authorizing and appropriating \$30,000,000 for

1 the Federal share of the cash payment to the
2 Nation.

3
4 b. Authorizing and appropriating \$5,000,000 for
5 the Economic Development Fund established for the
6 Nation.

7
8 2. In order to become effective, this Agreement
9 requires that certain actions be taken by the
10 legislature of the State of New York, or be subject to
11 an agreement between the Nation and the State which
12 shall have the effect described in Section VI.D.3.
13 These actions are:

14
15 a. Authorizing and appropriating \$16,000,000 for
16 the State share of the cash payment to the Nation.

17
18 b. Authorizing and appropriating \$9,000,000 for
19 the State share of the economic development funds
20 to be provided to the Nation.

21
22 3. The parties agree that, among the other provisions
23 which must be included in the Federal legislation, the
24 Federal Act must include provisions to the effect that:

25
26 a. None of the rental payments made to the Nation and
27 none of the income generated thereby shall be subject
28 to taxation in any fashion whatever.

29
30 b. Neither the per capita distributions which may be
31 made by the Nation to individual members from rental
32 payment funds, nor any income generated thereby, shall
33 be subject to taxation in any fashion whatever.

34
35 c. None of the payments, funds, or distributions

1 authorized, established, or directed by this Agreement,
2 and none of the income derived therefrom, which may be
3 received by the Nation or individual members of the
4 Nation, shall be subject to levy, execution,
5 forfeiture, garnishment, lien, encumbrance, or seizure
6 in any fashion whatever.
7

8 d. None of the payments, funds, or distributions
9 authorized, established, or directed by this Agreement,
10 and none of the income derived therefrom, shall affect
11 the eligibility of the Nation or its members for, or be
12 used as a basis for denying or reducing funds under any
13 government program in any fashion whatever.
14

15 D. Effective Date
16

17 This Agreement shall become effective when all of the
18 following steps have been accomplished. It is contemplated that
19 the steps will be fulfilled in the following order:
20

21 1. Approval of the Agreement by the Seneca Nation of
22 Indians and the City of Salamanca;
23

24 2. Enactment of the Federal legislation necessary to
25 effectuate the Agreement, and the appropriation of
26 funds sufficient to cover the Federal share of the cash
27 payment to the Nation and the Economic Development
28 Fund.
29

30 3. Enactment of State legislation necessary to
31 effectuate the Agreement, and the appropriation of
32 funds sufficient to cover the State share of the cash
33 payment to the Nation and the State share of the
34 economic development funds to be provided to the
35 Nation, or an agreement between the Nation and the

1 State concerning the schedule and mechanism for payment
2 to the Nation of the funds described in Section C. 2.
3 above, which shall render this Agreement effective for
4 the period that payments are made as agreed upon by the
5 Nation and the State, and after such payments have been
6 made as agreed upon, thereafter for the term of the new
7 leases described in Section II.B.1. and 2.
8
9

10 E. Land Acquisition
11

12 The funds appropriated under Section VI.C. above may be
13 used at the Nation's option, to acquire lands to increase the
14 land base of the Seneca Nation, provided that such lands shall be
15 outside of that portion of the City of Salamanca that is within
16 the Allegany Reservation.
17

18 F. Modification
19

20 After ratification of this Agreement by the Seneca
21 Nation and the City of Salamanca, the parties may modify the
22 Agreement or Documents 2 or 3 only by mutual consent.
23

24 VII. LEGAL DISCLAIMER
25

26 This Agreement, its accompanying Documents 1-3, and all
27 negotiations and exchanges of technical information leading to
28 this Agreement constitute offers of settlement and compromise of
29 disputed issues entered into between the parties expressly
30 pursuant to Rule 408 of the Federal Rules of Evidence.
31 Accordingly, in the event that the above conditions are not met
32 and this Agreement does not become effective, all statements and
33 agreements contained herein and in Documents 1-3, all technical
34 reports exchanged by the parties, and all negotiations conducted
35 by them are in strict confidence and will not be admissible or

1 used in any way against any of the parties to this Agreement, or
2 the beneficiaries of this Agreement, in any judicial,
3 administrative, or arbitration proceeding.
4

5 The parties agree that this Agreement (which includes
6 Documents 1-3 of the Technical Documents), including its
7 execution and implementation (1) shall not foreclose any party
8 from making any contention with respect to the interpretation of
9 the 1875 and 1890 Acts or any claim of being or not being a
10 lessee under these Acts; and (2) shall not be deemed an admission
11 by either party with respect to the interpretation of these Acts,
12 now or in the future.
13

14 The legal positions reserved under this Section are not
15 and shall not be construed to be lease terms or provisions of
16 this Agreement relating to lease terms or lease administration,
17 and shall not be subject to presentation to or resolution by the
18 dispute resolution process and arbitration procedures established
19 under Section IV of this Agreement and set forth in Document 3 of
20 the Technical Documents.
21

22 VIII. DEFINITIONS

23

24 For purposes of this Agreement and unless the context
25 requires a different construction:
26

27 1. "Agreement" means this document and, after said
28 documents are finalized, will also include the three
29 documents forming a technical appendix to this document;
30 this document may be executed by the parties before the
31 technical documents are finalized.
32

33 2. "City" means the City of Salamanca;
34

35 3. "Commission" means the Seneca Nation - City of Salamanca

1 Joint Leasing Commission described in section IV of this
2 Agreement and Document 3 of the Technical Documents.
3

4 4. "Equalization Rate" means the percentage of full value
5 at which taxable property in the City of Salamanca is
6 assessed, as determined by the State Board of Equalization
7 and Assessment or as revised by the testing procedure set
8 forth under Section II.B.4. of this Agreement.
9

10 5. "Council" means the Council of the Seneca Nation of
11 Indians.
12

13 6. "Land value: means the value of the land, exclusive of
14 improvements, provided that the use of this term in
15 calculating the annual rental payment shall not effect the
16 Nation's claim for improvements on the leased lands, which
17 claim is preserved under Section VII of this Agreement. The
18 land value for each parcel which is under lease shall be as
19 determined by the objective reappraisals provided for under
20 Section II.B.3. and 4. of this Agreement, provided that
21 until the reappraisal to be completed by the end of the
22 fifth year of the initial forty year term of the leases
23 provided for under this Agreement, the land value for each
24 parcel shall be determined by the Equalization Rate applied
25 to the assessed land value for each parcel.
26

27 7. "Lessee" means a lessee or sublessee under a lease
28 entered into pursuant to this agreement.
29

30 8. "Nation" means the Seneca Nation of Indians;
31

32 9. "Non-residential" means all types of property except
33 that which is residential.
34

35 10. "Residential" means one, two, three, and four-family
36 residences, except cooperatives and condominiums.

1 11. "Technical Documents" means the three documents which
2 comprise the technical appendix to this Agreement.
3
4
5
6
7
8
9

10 . SENECA NATION OF INDIANS
11

12 By: [Signature]
13 President
14

15 Date: 7-13-90
16
17

18 CITY OF SALAMANCA
19

20 By: Antonio N. Carlone
21 Mayor
22

23 Date: 7-12-90
24
25
26