

## EXECUTIVE SUMMARY OF TERMS

### AGREEMENT BETWEEN

### THE COUNTY OF ONEIDA

### AND

### THE ONEIDA NATION OF NEW YORK

- The Nation shall place \$30,000,000. in escrow within five (5) days after the Agreement is signed by the Nation and the County.
- Upon the occurrence of the following (a) the Oneida County Board of Legislators' approval of the Agreement, (b) the County discontinuing or withdrawing as a party from all of its litigation involving the Nation, (c) the signing of a Deputization Agreement by the Oneida County Sheriff, (d) and the receipt of Federal District Court approval of the Agreement, (e) the State taking the action set forth in Paragraph 6 of the Agreement, the escrowed funds will be paid over to the County.
- Upon receipt of these funds, the County will satisfy the tax liens it claims against the Nation and cease its attempts to foreclose those tax liens.
- The Nation shall pay the County an additional \$25,000,000. at the rate of \$2,500,000. per year for the next 10 years with the first installment paid on the date the escrowed funds are released to the County.
- Upon receipt of the initial \$32,500,000., the property accepted for trust status on May 20, 2008 by the U.S. Dept of the Interior ("DOI") ("Category 1 Properties") will become tax exempt by enactment of State legislation.
- All other properties now owned by the Nation in Oneida County ("Category 2 Properties") will be subject to the Nation's making "Silver Covenant Payments" to the applicable taxing districts in an amount no less than the amount of the real estate taxes to be billed by the applicable taxing districts until such time as those properties may, in the future, go into trust for the Nation.
- Similarly, Silver Covenant Payments shall be made for any properties the Nation acquires in the future ("Category 3 Properties") unless and until such time as those parcels may be placed in trust for the benefit of the Nation, if ever.

- The County will withdraw its opposition to the DOI's 2008 Land in Trust Decision and to the placement of excess federally owned property, such as the Verona Test Site, into trust.
- The County shall withdraw its appeal from the U.S. District Court's denial of the County's ability to foreclose its tax liens on Nation property and it shall withdraw from certain tax certiorari cases commenced by the Nation in 2005.
- The Nation shall observe a 5 year moratorium on future trust applications brought in Oneida County. After that period, the County shall not oppose any application for trust property made by the Nation to have Category 2 Properties placed into trust but the County reserves the right to oppose any application the Nation may ever make to place Category 3 properties into trust.
- All Nation owned properties in Oneida County, unless and until said properties are taken into trust, will be subject to land use, building codes and similar laws, regulations and ordinances enacted by the Nation that will meet or exceed such federal, state and local standards as would be applicable to non-Nation owned properties in the same community. Disputes shall be resolved by arbitration.
- As a condition of the release of funds from escrow to the County, the State will also be asked to (a) withdraw as a party to the action challenging the 2008 Land into Trust Decision, (b) approve this Agreement and authorize the County to carry out the terms of the Agreement and (c) enter into a sales tax compact with the Nation.
- The Federal District Court, hearing the current land into trust challenge, will have authority to resolve any issues in dispute that may arise under this Agreement except that issues related to land use or deputization will be resolved by arbitration. The Nation waives its sovereign immunity as necessary to resolve such issues in either forum.
- Before the funds are released from escrow, if any term of this Agreement is held to be unenforceable, the funds shall be returned to the Nation and this Agreement shall be null and void.