

# **Siksika Nation Custom Allotment Agreement for Residential Purposes**

## **Overview**

This document provides an overview of the Custom Allotment Agreement for Residential Purposes. The purpose of the Allotment Agreement is to provide a lot on reserve to members for them to build and own a home. The Agreement will give members will give members exclusive possession of a piece of reserve land for residential purposes, and subject to certain limitations, the member will be able to transfer that piece of land to other Siksika members. Subject to the termination rights that exist under the Allotment Agreement, the rights to the lot are permanent. The Allotment Agreement also sets prohibitions and responsibilities relating to the lot that the member must respect.

### **Article 1: Interpretation**

The main purpose of this part is to establish defined terms throughout Agreement.

### **Article 2: The Allotment**

This part describes the basic interest that the member obtains under the Allotment Agreement.

- Member gets “exclusive right to use, occupy and enjoy” the Premises (Premises = the Lot plus any buildings already on it).
- As per Siksika’s land use policies, the allotment does not include riparian rights.
- Allotment is subject to any existing rights to the land, like hydro right-of-way, or an access right-of-way for a neighbouring property,
- Siksika may grant easements to government or governmental authorities as long as the easement does not impair member’s ability to use the Premises.

### **Article 3: Use of Premises**

This part describes how the member who receives the Premises may use the Premises. It identifies some prohibited uses and some responsibilities that member will hold in relation to the Premises.

- Right to quiet enjoyment and exclusive use
- Premises may only be used for a single family residential dwelling
- Not allowed to let waste accumulate on the premises or to allow nuisances on the premises
- Member responsible for maintaining legal access to property

- Connecting and maintaining services like water, gas, sewage
- Member not allowed to abandon property without prior written consent of Siksika and if they do abandon, Siksika may take Premises back.
- Member will remove any trees, bushes or weeds at Siksika discretion.

#### **Article 4: Assignment and Mortgages**

Members can sell, gift or bequeath their rights to the Premises to any other Siksika member.

Members cannot mortgage the Premises, but may apply for a loan guarantee from Siksika if they need to secure financing to build or renovate.

#### **Article 5: Laws and Taxes**

Requires the member to comply with all applicable Laws relating to the Premises, which includes Siksika laws and requires member to pay any applicable taxes relating to the Premises, which would include any taxes imposed by Siksika.

#### **Article 6: Improvements**

This part of the Agreement mostly deals with construction on the Premises. It requires the member to inform Siksika of construction plans, obtain Siksika's consent to the construction, and obtain approvals from any relevant authorities for the construction. Once a member obtains Siksika's consent for the construction, member must undertake construction promptly and in a workmanlike manner and in accordance with any terms of Siksika's approval.

A member may not occupy a home or the part of a home that is under construction until substantial completion has been certified by engineer or architect.

In addition, Article 6 places these restrictions and obligations on members:

- They must maintain the Premises in the condition that a "prudent owner" would maintain.
- If the Agreement terminates and the members lose their rights to the Premises, buildings stay on the Lot unless Siksika gives the member written permission to remove them.
- Member must notify Siksika of any damage or destruction of buildings on the Premises and repair replace or restore the improvements within a reasonable period of time

#### **Article 7: Insurance**

Members must maintain insurance on the Premises, including general liability insurance and property insurance.

### **Article 8: Environment**

This part makes the member fully responsible for cleaning up any contamination of the Premises that occurs while they possess the Premises. It also requires the member to report any contamination spills on the Premises to Siksika.

### **Article 9: Siksika's Access to Premises**

This section gives Siksika the right to access the Premises to ensure compliance with the Agreement and any Laws or to do anything that the member committed to doing under this Agreement but has failed to do. Siksika must provide reasonable notice to the member before entering the Premises for those purposes.

This section also allows Siksika to access the Premises without notice where there is an emergency or where the Premises appear to be abandoned.

### **Article 10: Term**

The Agreement is in force indefinitely. Members can terminate the Agreement and give up their rights to the Premises any time. Siksika may only terminate the Agreement if the member defaults on it or breaches it, and must first follow steps outline in Article 11.

### **Article 11: Default and Cancellation**

If a member defaults on a housing loan that Siksika has guaranteed, Siksika may terminate the Custom Agreement and take back the Lot and Home.

If a member is in breach of the Custom Agreement, Siksika can deliver a default notice and if member does not cure the default in a reasonable period of time, Siksika may terminate the Agreement and take back the Lot and Home.

### **Article 14: Indemnification**

If there is a lawsuit arising from an injury or loss or death suffered on the Premises, and the claim results from the member's use of the Premises, his or her actions or omissions, or the failure of the member to fulfill his or her responsibilities under the Allotment Agreement, the member must ensure that Siksika is not out of pocket as a result of that lawsuit.