

ATTACHMENT NO. 11 TO LEASE AGREEMENT
between
BAY MILLS INDIAN COMMUNITY
and
OJIBWE CHARTER SCHOOL

RENTAL AMOUNT FOR 2014-2015 SCHOOL YEAR

It is understood and agreed by the parties hereto that TENANT Ojibwe Charter School shall pay LESSOR Bay Mills Indian Community the sum of \$60,000.00 as rent for the leased premises for the term beginning July 1, 2013, payable in ten (10) monthly installments of \$6,000.00. The first payment is due on September 2, 2014, and future payments are thereafter due on or before the first day of each month of this Lease term.

It is further understood and agreed that the rental amount is reduced by LESSOR in consideration for the TENANT's undertaking the financial obligation to construct additional bathroom facilities and such other additional rooms as TENANT deems necessary during this Lease term; provided, that such obligation shall not be commenced until the construction plan has been reviewed and approved by the Executive Council of the Bay Mills Indian Community

BAY MILLS INDIAN COMMUNITY

By: 

Dated: 7-11-14

OJIBWE CHARTER SCHOOL

By: 

Dated: 7-10-14

TRIBAL LEASE

THIS LEASE, made and entered into between the BAY MILLS INDIAN COMMUNITY, hereinafter designated as "LESSOR", and the OJIBWE CHARTER SCHOOL, a governmental entity of the State of Michigan, located upon the Bay Mills Indian Reservation, as described in Attachment "A", hereinafter designated as "LESSEE".

WITNESSETH:

1. **PREMISES.** Lessor, as authorized by law and in accordance with a resolution adopted by the Bay Mills Executive Council on September 8, 2014, hereby leases to the Lessee all that parcel or tract of land situated on the Bay Mills Reservation, County of Chippewa, State of Michigan, as described in Attachment "A."

2. **USE OF PREMISES.** The object of this Lease is to enable the Lessee to utilize the property for its grade school, middle school and high school.

3. **TERM.** Lessee shall have and hold the premises for a term of three (3) years, beginning on May 31, 2013. This Lease shall not be subject to any forfeiture or reversion and shall not be otherwise terminable, if such event would adversely affect any interest in the premises, including improvements thereon, acquired in accordance with the provisions hereof by the holder of any mortgage or other lien, or of any purchaser at a foreclosure sale under such mortgage (or lien) or under any conveyance given in lieu of foreclosure, or any holder subsequent to such purchase.

This term may be renewed by mutual agreement of the parties for an additional term of two (2) years, which is memorialized by a written request by the Lessee to extend the term and is approved by the Lessor acting through the Executive Council.

4. **RENT.** The use of tribal land for the operation of a grade school, middle school and high school, is a governmental purpose of the Bay Mills Indian Community, and is specifically recognized as such in Section 5 of the Tribe's Lease Ordinance. Pursuant to said section, consideration for this Lease is fixed at One Dollar (\$1.00), payment of which is to be made directly to the Lessor and receipt of which is hereby acknowledged by Lessor's execution of this Lease.

5. **IMPROVEMENTS.** All buildings or other improvements now existing or hereafter constructed on the premises shall be the leasehold property of the Lessee during the term of this Lease, including any extension or renewal thereof. Upon termination of this Lease, ownership of any and all improvements shall revert to the Lessor, unless otherwise agreed by a separate agreement of the parties hereto.

6. **USE RIGHTS.** Upon expiration of this Lease, or upon its termination in accordance with the terms hereof, unless such termination is due to default upon the part of Lessee, Lessee or any successors in interest shall, upon demand, surrender to Lessor complete and peaceable possession of the premises and all improvements thereon, which shall be the property of the Bay Mills Indian Community.

7. FEDERAL SUPERVISION.

(a) Nothing contained in the Lease shall operate to delay or prevent a termination of Federal responsibilities with respect to the premises by issuance of a fee patent, the lifting of restrictions on alienation, or otherwise during the term of the Lease; such termination, however, shall not serve to abrogate the lease.

(b) No member of Congress nor any delegate thereto or any Resident Commissioner shall be admitted to any part of this Lease or to any benefit that may arise therefrom.

(c) The Lessee agrees not to use or cause to be used any part of said premises for any unlawful conduct or purpose.

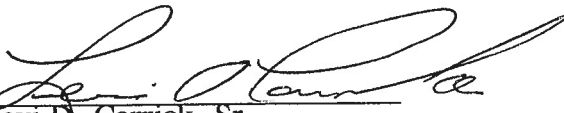
8. QUIET ENJOYMENT. Lessor agrees to defend the title to the premises and also agrees that Lessee and any successors in interest shall peaceably and quietly hold, enjoy and occupy the premises for the duration of this Lease without any hindrance interruption, ejection or molestation by Lessor or by any other person or persons whomsoever.

9. ASSIGNMENT. Except as otherwise provided herein, Lessee shall not assign this Lease without the prior written consent of the Lessor.

10. EFFECTIVE DATE. This Lease and all its terms and provisions shall be binding upon the successors, administrators and assigns of the Lessee and any successor in interest to the Lessor, and shall take effect upon execution by both parties of this document.

11. OBLIGATIONS TO THE UNITED STATES. It is understood and agreed that while the leased premises are in trust or restricted status, all of the Lessee's obligations under this Lease, and the obligations of its sureties, are to the United States as well as the owner of the land.

BAY MILLS INDIAN COMMUNITY

By 
Levi D. Carrick, Sr.
President
Executive Council

OJIBWE CHARTER SCHOOL (LESSEE)

By 

NORTHWOODS, INC.**SURVEYORS - ENGINEERS**816 ASHMUN STREET, SUITE 1
P.O. BOX 758
SAULT STE. MARIE, MICHIGAN 49783
PHONE 906-632-1500
FAX 906-632-3220**LEGAL DESCRIPTION**
TEMPORARY CHARTER SCHOOL SITE

A parcel of land located in Fractional Section 19, Town 47 North, Range 2 West, Bay Mills Indian Community, Chippewa County, Michigan Meridian, Michigan, more particularly described as commencing at the Meander Corner between Sections 19 and 30, Town 47 North, Range 2 West, as presently monumented with a B.L.M. stamped brass tablet in concrete; thence N89°58' 06"W along the South line of said Section 19 a distance of 865.71 feet to the Southwesterly right-of-way line of Lakeshore Drive; thence Northwesterly along said right-of-way line a distance of 332.61 feet along the arc of a curve concave to the Southwest, said curve has a radius of 327.00 feet, a delta angle of 58°16' 47" and a long chord which bears N15°48' 07"W a distance of 318.46 feet; thence N44°56' 31"W along said right-of-way line a distance of 457.92 feet; thence Northwesterly along said right-of-way line a distance of 486.00 feet along the arc of a curve concave to the Northeast, said curve has a radius of 4533.00 feet, a delta angle of 06°08' 34", and a long chord which bears N41°52' 14"W a distance of 485.77 feet; thence N38°47' 57"W along said right-of-way line a distance of 280.00 feet; thence S51°12'03"W a distance of 115.00 feet; thence S64°46'17"W a distance of 149.16 feet to the POINT OF BEGINNING:

thence S51°12'03"W a distance of 370.00 feet;
thence N38°47'57"W a distance of 464.43 feet;
thence N57°17'00"E a distance of 372.09 feet;
thence S38°47'57"E a distance of 425.00 feet to the POINT OF BEGINNING.

Containing 3.777 acres, more or less. Subject to all easements, conditions, reservations, exceptions and restrictions contained in prior conveyances of record.

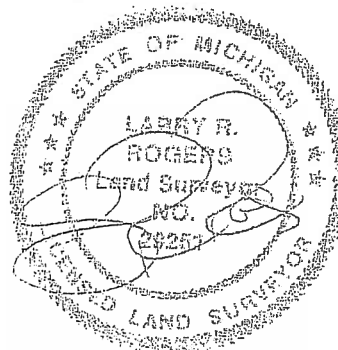
1572-38
May 8, 2003*Professional Surveying, Engineering, & Mapping Services*

EXHIBIT B
TO LEASE-PURCHASE AGREEMENT NO. MI041433
DATED AS OF MARCH 15, 2004

RECEIPT CERTIFICATE

The undersigned Lessee under that certain Lease-Purchase Agreement No. MI041433, dated as of March 15, 2004, negotiated for the purpose of acquiring the Property described in Exhibit A (the "Property") from Tatonka Capital Corporation, as Lessor, hereby acknowledges receipt in good condition each item of the Property by serial number and/or description if there be no serial number to said Lease-Purchase Agreement this 25 day of September 2004, and hereby certifies that the Property is satisfactory and in accordance with specifications.

LESSEE: OJIBWE CHARTER SCHOOL

By: Shelly Duman

Title: Board President

Date: 1-4-05



Bay Mills Indian Community

12140 West Lakeshore Drive
Brimley, Michigan 49715
(906) 248-3241 Fax-(906) 248-3283



RESOLUTION

Resolution No. 08-11-10-C

Approval of Governmental Lease for Ojibwe Charter School

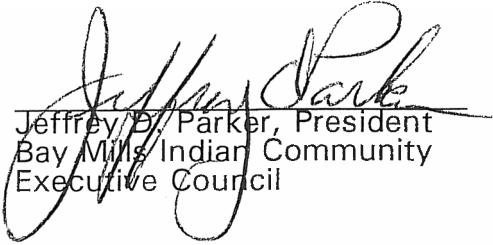
- WHEREAS: The Bay Mills Indian Community is a federally recognized Indian tribe with a Constitution enacted pursuant to the Indian Reorganization Act of 1934, 25 U.S.C. sec. 461, *et seq.*, and
- WHEREAS: The General Tribal Council is empowered by Article VI, section 1(c) of the Bay Mills Indian Community Constitution to approve a lease of the Tribe's land, and
- WHEREAS: This authority has been exercised by the General Tribal Council through the enactment of its Ordinance regulating the issuance of leases, on February 5, 2001, and
- WHEREAS: Section 5 of the Lease Ordinance authorizes the Executive Council to lease tribal land for a governmental purpose, and
- WHEREAS: The Executive Council has previously approved a governmental lease of Tribal trust land for the governmental purpose of education, with the Ojibwe Charter School for its school, for a term of five (5) years, and
- WHEREAS: Such lease has expired by its own terms, and the Executive Council has determined that it continues to be in the best interests of the Tribe and its members to continue to provide real property upon which the School may operate pursuant to its charter issued by the Bay Mills Community College.

NOW, THEREFORE BE IT RESOLVED that the Executive Council of the Bay Mills Indian Community, pursuant to Section 5 of the Tribe's Lease Ordinance, hereby approves a Governmental Lease with the Ojibwe Charter School for a term of five (5) years for the property, comprising 3.77 acres, more or less, located in Section 19, Town 47 North, Range 2 West, as more particularly described in the attached document prepared by Northwoods, Inc.

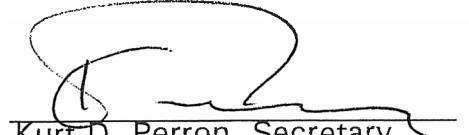
AND BE IT FURTHER RESOLVED, that the President of the Executive Council is authorized to execute the requisite lease documents prescribed by the Secretary of the Interior under 25 U.S.C. sec. 415 and 25 C.F.R. Part 131, as amended, and to request that such lease be forthwith approved by the Secretary.

Resolution No. 08-11-10-C

APPROVED:


Jeffrey B. Parker, President
Bay Mills Indian Community
Executive Council

ATTEST:


Kurt D. Perron, Secretary
Bay Mills Indian Community
Executive Council

CERTIFICATION

I, the undersigned, as Secretary of the Bay Mills Indian Community, do hereby certify that the above Resolution was adopted and approved at a meeting of the Executive Council on the 10th day of November, 2008, with a vote of 3 for, 0 opposed, 1 absent, and 1 abstaining. As per provisions of the Bay Mills Constitution, the President must abstain except in the event of a tie.


Kurt D. Perron, Secretary
Bay Mills Indian Community
Executive Council