

August 29, 2022

Jill Thompson Michigan Department of Education 608 West Allegan Street PO Box 30008 Lansing, MI 48909

Dear Ms. Thompson:

Attached please find Contract Amendment No. 1 for Ojibwe Charter School. If you have any questions, please contact me at (906) 248-8446.

Sincerely,

Mariah Wanic

Mariah Wanic, Director of Charter Schools

Cc: Ann Cameron, Ojibwe Charter School Board President

CONTRACT AMENFMENT NO 1.

BETWEEN

BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS (AUTHORIZING BODY)

AND

OJIBWE CHARTER SCHOOL (PUBLIC SCHOOL ACADEMY)

CONTRACT AMENDMENT NO. 1 OJIBWE CHARTER SCHOOL

In accordance with Article IX of the Terms and Conditions, incorporated as part of the Contract to Charter a Public School Academy and Related Documents, issued by the **BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS** ("College Board") to **OJIBWE CHARTER SCHOOL** ("Academy") on JULY 1, 2017 ("Contract"), the parties agree to amend the Contract as follows:

- A. Amend Schedule 6 to Add Lease Agreement. This change shall have an effective date of April 13, 2022. In addition, Amend Schedule 6 to change the Physical Plant Address to 12099 West Lakeshore Drive, Brimley, MI 49715 beginning in the 2022-2023 Academic School Year. This change shall have an effective date of September 1, 2022.
 - 1. Amend Contract Schedule 6: <u>Physical Plant Description</u>, by deleting that schedule and replacing it with the material attached as Exhibit 1.

This amendment is hereby approved by the College Board and the Academy through their authorized designees and shall have the effective date as set forth above.

Mariah Wanic

Dated: <u>8/29/22</u>

Mariah Wanic, Director of Charter Schools Bay Mills Community College Designee of the College Board

Ann Cameron, Board President Ojibwc Charter School Designee of the Academy

Dated: 8/29/2022

EXHIBIT 1

CONTRACT SCHEDULE 6 PHYSICAL PLANT DESCRIPTION

Physical Plant Description

Physical Plant Description	<u>Page</u> .6-1
Lease	.6-3
Site Plan & Floor Plan	.6-26
Occupancy Approval	6-47

Schedule 6 PHYSICAL PLANT DESCRIPTION

1. Applicable Law requires that a public school academy and contract must contain a description of and the address for the proposed physical plant in which the public school academy will be located. See, MCL 380.502(3)(j); 380.503(5)(d).

2. The address and a description of the proposed physical plant (the "Proposed Site") of the Ojibwe Charter School ("Academy") is as follows:

Address:	12099 West Lakeshore Drive
	Brimley, MI 49715

<u>General Description</u>: The elementary part of the school building is a single story building with multiple classrooms (modular building). A playground is adjacent to the school building. Grades 6-12 school portion is in a single story building with 7 classrooms, a kitchen, multipurpose room, locker rooms, and a gymnasium (brick and mortar building), the building is 27,302 sq. ft.

Term of Use: Term of Contract.

<u>Configuration of Grade Level</u>: Kindergarten through Twelfth Grade.

Name of School District and Intermediate School District:

Local: Brimley School District ISD: Eastern Upper Peninsula ISD

3. It is acknowledged and agreed that the following information about this Proposed Site is provided on the following pages or must be provided to the satisfaction of the College Board, before the Academy may operate as a public school in the state.

- A. Size of Building
- B. Floor Plan
- C. Description of Rooms
- D. Copy of Lease or Purchase Agreement

4. In addition, the Academy and the College Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals for the above-described proposed physical facility. These approvals must be provided and be acceptable to the College Board or its designee prior to the Academy operating as a public school. In cases of disagreement, the Academy may not begin operations without consent of the College Board.

5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be

amended pursuant to Article IX of the Terms and Conditions of the Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the College Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the College, and the amendment regarding the new site has been executed.

6. The Academy agrees to comply with the single site restrictions contained in this Schedule 6 for the configuration of grade levels identified as the site. Any change in the configuration of grade levels at the site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.

UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Indian Affairs

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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. SECRETARIAL APPROVAL. As used in this Lease, the term "SECRETARY" means the Secretary of the Interior or his duly authorized representative. This Lease is subject to the approval of the Secretary pursuant to the Act of August 9, 1955, 69 Stat. 539, as amended; 25 U.S.C. 415.

2. PREMISES. Lessor, as authorized by law and in accordance with a resolution adopted by the Bay Mills Executive Council on March 24, 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."

3. 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.

4. TERM. Lessee shall have and hold the premises for a term of two (2) years, beginning on May 31, 2013. This Lease may not be terminated by either or both parties during its initial or renewal term if, and as long as, the Lease and/or any improvements on the premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan in accordance with the provisions hereof, unless consent in writing to such termination is given by the lender, and, when FHA insurance or VA guaranty or insurance is in force, by the Federal Housing Administration or Veterans Administration, as the case may be. 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) y ears, which is memorialized by a written request by the Lessee to extend the term and is approved by the Lessee acting through the Executive Council.

TRIBAL LEASE TO OJIHWE CHARER SCHOOL

-1-

5. 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.

6. 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.

7. 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.

8. FEDERAL SUPERVISION.

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(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.

9. 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.

10. ASSIGNMENT. Except as otherwise provided herein, Lessee shall not assign this Lease without the prior written consent of the Lessor and the Secretary of the Interior, and, if this Lease and/or any improvements on the premises are mortgaged or pledged as security for a loan, without the written approval of the lender and, when FHA insurance or VA guarantee or insurance is in force, of the Federal Housing Administration or Veterans Administration, as the case may be. Lessee may assign this Lease or deliver possession of the premises, including any improvements thereon, to the lender, its successors in interest, or the FHA or VA, as the case may be, if Lessee defaults in any mortgage or other loan agreement for which the Lease and/or improvements on the premises are pledged as security, and, in such event, the lender, its successors in interest, or the FHA or VA, in turn may transfer this Lease or possession of the premises to a successor lessee. Nothing in this Lease shall prevent the Lessee from executing and recording a mortgage, declaration of trust and/or other security instrument as may be necessary to obtain financing for the construction and/or improvement of education-related buildings, or

TRIBAL LEASE TO OJIEWE CHARER SCHOOL

-2-

shall prevent the mortgagee or other lender from foreclosing or instituting other appropriate proceedings under law in the event of default of any mortgage or other loan agreement by the Lessee. Lessee may not execute a mortgage, declaration of trust or other security instrument pledging its interest in this Lease or any improvements on the premises without the prior consent of Lessor and the approval of the Secretary.

11. OPTIONS. In the event of default by the Lessee on any mortgage or other loan agreement for which this Lease or any improvements on the premises are pledged as security, Lessor shall have the right of first refusal to acquire the Lessee's interest in the premises (subject to all valid liens and encumbrances) upon (a) payment of all sums then in arrears, and (b) either payment of the balance of the loan or assumption of the mortgage. Said right of first refusal may be exercised at any time within thirty (30) days after notice in writing from the lender of Lessee's default, which notice shall be given before the lender invokes any other remedies provided under the mortgage or by law, and shall be exercised by notice in writing from the Lessor to the Lessee and the lender; provided, however, that the Lessee shall have fifteen (15) days from the date of the latter notice to cure the default. The estate acquired by the Lessor through the exercise of said right of first refusal shall not merge with any other estate or title held by the Bay Mills Indian Community as long as this Lease and/or any improvements on the premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan, and said estate shall remain subordinate to any valid and subsisting mortgage or other security instrument.

12. 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 approval of the Secretary of the Interior.

13. 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

En B۱ Levi D. Carrick, Sr.

President Executive Council

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OJIBWE CHARTER SCHOOL (LESSEE)

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ATTACHMENT NO. 13 TO LEASE AGREEMENT between BAY MILLS INDIAN COMMUNITY and OJIBWE CHARTER SCHOOL

RENTAL AMOUNT FOR 2016-2017 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, 2016, payable in ten (10) monthly installments of \$6,000.00. The first payment is due on September 1, 2016, 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

Bv:

Dated: <u>6~27-/6</u>

OJIBWE CHARTER SCHOOL

By: (Vad Phele-Dated: 6/28/14_

TRIBAL LEASE

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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) y ears, 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.

TRIBAL LEASE TO OJIBWE CHARER SCHOOL

-1-

7. FEDERAL SUPERVISION.

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(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

Ś Levi D. Carrick, Sr.

President Executive Council

OJIBWE CHARTER SCHOOL (LESSEE)

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TRIBAL LEASE TO OJIÈWE CHARER SCHOOL

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SURVEYORS - ENGINEERS

816 ASHMUN STREET, SUITE 1 P.O. BOX 758 SAULT STE. MARIE, MICHIGAN49783 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 Northwesterly along the South vertex has a radius of 4533.00 feet, a delta angle of 58°16' 47" we a distance of 486.00 feet along the arc of a curve concave to the Northwesterly along said right-of-way line a distance of 486.00 feet along the arc of a curve concave to the 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

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United States Department of Interior Bureau of Indian Affairs

TRIBAL LEASE

THIS "LEASE", is made and entered into between the BAY MILLS INDIAN COMMUNITY, located at 12140 W. Lakeshore Dr. Brimley, MI 49715, hereinafter designated as "LESSOR", and the OJIBWE CHARTER SCHOOL, a Michigan public school academy, organized and operating pursuant to the Revised School Code, MCL 380.1 et seq., as amended, located at 11507 W. Industrial Drive, Brimley, MJ 49715, upon the Bay Mills Indian Reservation, hereinafter designated as "LESSEE".

RECITALS

WHEREAS, the Lessor owns a parcel ("OCS Lot") of real property containing improvements; and

WHEREAS, upon OCS Lot is an improvement that is used as a K-12 public school ("Premises"); and

WH EREAS, Lessor desires to allow Lessee to utilize the Premises for the educational purposes for which Lessee has been established; and

WH EREAS, Lessee is a Michigan Public School Academy, authorized by the Bay Mills Community College (the "Authorizer") that desires to locate its public-school operations on the property owned by the Lessor; and

NOW THEREFORE, for mutual consideration, the adequacy of which is hereby acknowledged, the Parties do agree to the following:

- SECRETARIAL APPROVAL. As used in this Lease, the term "Secretary" means the Secretary of the Interior or his duly authorized representative. This Lease is subject to the approval of the Secretary pursuant to the Act of August 9, 1995, 69 Stat. 539, as amended; 25 U.S.C. 415.
- PREMISES. Lessor, as authorized by law and in accordance General Tribal Council Resolution No. 22-04-13A, hereby leases to Lessee the real property situated on the Bay Mills Reservation. County of Chippewa, State of Michigan, that is described in Attachment "A," encompassing the Premises and all improvements therein subject to the use restrictions set forth below.
- USES OF PREMISES. The object of this Lease is to enable Lessee to utilize the Premises to operate a Michigan Public School Academy, as that term is defined in the Revised School Code, MCL 380.1, et seq.
- TERM AND TERMINATION. Lessec shall have and hold the Premises for a term beginning April 13, 2022 and ending June 25, 2028.
 - a. This Lease may not be terminated by either party as long as the Lease and/or any improvements on the Premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan in accordance with the provisions hereof by Lessee, unless consent in writing to such termination is given by the lender.

b. This Lease shall automatically renew for additional terms of 8 years, so long as Lessee, or a successor in interest, still operates the Premises.

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- c. This Lease will automatically terminate if Lessee does not have a charter contract or is unable to operate a Michigan Public School Academy on the Premises.
- d. Lessee may also terminate this Lease at any time upon providing ninety (90) days' prior written notice.
- RENT. Rent is fixed at thirty thousand dollars (\$30,000.00) per annum for the entire Term of this Lease and any renewals thereof to be made in monthly installments five thousand (\$5,000.00). Late payments shall be charged an interested rate of 3% per month.
- 6. UTILITIES, MAINTENANCE, SNOW REMOVAL, REPAIRS. Lessee shall, at its expense, provide the Premises with all utility services desired by Lessee, including water, sewer, electricity, and natural gas. Lessee shall be responsible for installation and maintenance utility services from the main line connections into the facility. Lessee shall be responsible to maintain the Premises in good repair, which responsibility includes building maintenance and provision of custodial services. Lessor shall be responsible for snow removal, lawn maintenance and trash pickup.
- 7. IMPROVEMENTS. All buildings or other improvements now existing on the Premises shall be the leasehold property of the Lessee during the term of this Lease, including any extension or renewal thereof, as are any additional improvements constructed thereupon during the Term or any extension or renewal thereof. If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the lessee will contact the Secretary of the Interior and the Lessor to determine how to proceed and appropriate disposition. Upon termination of the Lease, ownership of any and all improvements shall revert to the Lessor would cause any tax-exempt bond-financed improvements to become subject to tax or other penalty, or (iii) unless transfer of ownership to the Lessor would cause any tax-exempt bond-financed improvements to become subject to tax or other penalty, or (iii) unless transfer of ownership to the Lessor would cause any tax-exempt bond-financed improvements to become subject to tax or other penalty, or (iii) unless transfer of ownership to the Lessor would cause any tax-exempt bond-financed improvements to become subject to tax or other penalty, or (iii) unless transfer of ownership to the Lessor would violate Mich. Const. Art. IX, Sec. 18, upon which the Lessor shall pay to Lessee a reasonable value for the improvements. All fixtures purchased by Lessee shall be owned by Lessee.
- 8. USE RIGHTS/ RESERVATION OF USE RIGHTS. Lessee, upon faithful performance of the terms, covenants, and conditions hereof, may quietly and peaceably have, hold, and enjoy the Premises to which it may also make improvements thereon to effectuate the intended use of the Premises as set forth in this Agreement. Upon expiration of the term, or any renewal term or extension period thereafter, and subject to the last sentence of Paragraph 7 the Lessee shall, upon demand, surrender to Lessor complete and peaceable possession of the Premises. No party other than Lessee shall have an ongoing right to occupy the building, site, or physical plant without providing written notice to the CSO Director thirty (30) days prior to such occupancy except as identified in Attachment B.
- NO REPRESENTATIONS. Lessee accepts the Premises in its condition on the date of this Lease, "AS IS" and without any representations or warranties of any kind, express or implied, by Lessor. This Agreement is not made in reliance upon any representation whatsoever.

10. 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 Parties each agree not to use or cause to be used any part of said premises for any unlawful conduct or purpose.
- d. The Secretary of Interior has the right, at any reasonable time during the term of the Lease and upon reasonable notice to enter the Premises for inspection to ensure compliance with applicable Federal laws and regulations. Any failure by the Lessee to cooperate with the Secretary of the Interior to make appropriate records, reports, or other information available for inspection or duplication shall be a violation of this Lease.
- e. The obligations of the lessee to the Indian landowners are also enforceable by the United States, so long as the land remains in trust or restricted status.
- 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, or ejection by Lessor or by any other person or persons whomsoever.
- 12. INSURANCE. The Lessee will Procure and keep in effect during the Term hereof commercial general liability insurance on an occurrence basis with limits of at least one million dollars (\$1,000,000) per occurrence, with a two million dollar (\$2,000,000) annual general aggregate. Such policy shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury, sexual abuse & molestation, corporal punishment, and contractual liability insurance that covers the indemnification obligations of this Agreement, if any. Not more frequently than three (3) years, if, in the reasonable opinion of the Lessor, the amount of the liability insurance required hereunder is not adequate, Lessee shall promptly increase said insurance coverage as reasonably required by the Lessor.
 - a. The Lessor shall be included as an additional insured on a Primary and Non-Contributory basis and shall contain a provision that it may not be cancelled without at least thirty (30) days prior written notice being given by the insurer to the Lessor. Lessee agrees to deliver certificates of all insurance required hereunder to Lessor. Further Lessee agrees to provide compete copies of all policies to the Lessor upon receipt of the same, provided that receipt by Lessor of such policies shall not be deemed by Lessor to be an acceptance of such coverage to the extent it conflicts with the requirements of this Lease.
- 13. HAZARDOUS MATERIAL LIABILITY. Lessee has no liability or obligation pursuant to this Lease to investigate, clean, remove, remediate, or otherwise deal with hazardous material present at the site prior to the Lessee occupying the Premises. Such liabilities are the responsibility of Lessor and Lessee is hereby indemnified for any damages or litigation caused or arising out of the condition of the Premises, including any improvements thereon that are in existence at the time of this Agreement. The lessee indemnifies the United States and the Indian landowners against all liabilities or costs relating to the use, handling, treatment,

removal, storage, transportation, or disposal of hazardous materials, or release or discharge or any hazardous material from the leased premises that occurs during the lease term, regardless of fault, with the exception that the lessee is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowner's negligence or willful misconduct.

- ACCESS TO DOCUMENTS. Lessor agrees that it shall provide to Lessee all lease and physical plant records related to the Premises for use by its independent auditor or the Bay Mills Charter Schools Office.
- 15. ASSIGNMENT. Except as otherwise provided herein, Lessee shall not assign this Lease without the prior written consent of the Lessor and the Secretary of the Interior, or, if this Lease and/or any improvements on the premises are mortgaged or pledged as security for a loan, without the written approval of the lender. Lessee may assign this Lease or deliver possession of the premises, including any improvements thereon, to the lender if Lessee defaults in any mortgage or other loan agreement for which the Lease and/or improvements on the premises are pledged as security, and, in such event, the lender in turn may transfer this Lease or possession of the premises to a successor lessee subject to the approval of Lessor. Nothing in this Lease shall prevent the Lessee from executing and recording a mortgage, declaration of trust and/or other security instrument as may be necessary to obtain financing for the construction and/or improvement of education- related building, or shall prevent the mortgagee or other lender from foreclosing or instituting other appropriate proceedings under law in the event of default of any mortgage or other loan agreement by the Lessee. Lessee may not execute a mortgage, declaration of trust or other security instrument pledging its interest in this Lease or any improvements on the premises without the prior consent of Lessor and the approval of the Secretary.
- 16. LESSOR'S RIGHT OF FIRST REFUSAL. In the event of default by the Lessee on any mortgage or other loan agreement for which this Lease or any improvements on the premises are pledged as security, Lessor shall have the right of first refusal to acquire the Lessee's interest in the premises (subject to all valid lien s and encumbrances) upon (a) payment of all sums then in arrears, and (b) either payment of the balance of the loan or assumption of the mortgage. Said right of first refusal may be exercised at any time within thirty (30) days after notice in writing from the lender of Lessee's default, which notice shall be given before the lender invoke s any other remedies provided under the mortgage or by law, and shall be exercised by notice in writing from the Lessor to the Lessee and the lender; provided , however, that the Lessee shall have fifteen (15) days from the date of the latter notice to cure the default. The estate acquired by the Lessor through the exercise of said right of first refusal shall not merge with any other estate or title held by the Bay Mills Indian Community as long as this Lease and/or any improvements on the premises are mortgaged or otherwise pledged as security for any loan, and said estate shall remain subordinated to any valid and subsisting mortgage or other security instrument.
- EFFECTIVE DATE. This lease and all its terms and provisions shall be binding upon the successors, administrators and assigns of the and any successor in interest to the Lessor, and shall take effect upon approval of the Secretary of the Interior and the Authorizer.
- 18. OBLIGATIONS TO THE UNITED STATES AND LESSOR. 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 legal owner of the land. This Lease is subject to all applicable Federal laws despite their not being specifically incorporated herein. In addition, this Lease is subject

to the applicable laws of the Bay Mills Indian Community, as well as the laws of the State of Michigan where not otherwise preempted.

19. AMENDMENT. This Lease may only be amended in writing by a document that is executed and acknowledged by the Parties, which document shall only be effective upon the review and non-disapproval by the Bay Mills Charter Schools Office and approval by the Secretary of the Interior. Lessee is not prohibited from waiving its governmental immunity or require an its governing body to assert, waive or not waive its governmental immunity.

20. HOLD HARMLESS and INDEMNIFICATION.

- a. Lessee holds the United States and the Indian landowners harmless from any loss, liability or damages resulting from the lessee's use or occupation of the leased premises.
- b. Lessor will indemnify Lessee for damages or litigation caused by the condition of the physical plant, if those damages or litigation are caused by the Lessor's use or prior use of hazardous material at the physical plant.

BAY MILLS INDIAN COMMUNITY

OJIBWE CHARTER SCHOOL

they

Stephanfe Vittitow, Superintendent

Bay Mills Indian Community TRIBE) ss:

I, <u>Briann</u>, an authorized notary public of the State of Michigan, do hereby certify that <u>Whitney B. Gravelle</u>, President of the Lessor under the foregoing Lease, personally appeared before me and is known or proved to me to be the person who, being informed of the contents of the foregoing Lease, has executed same, and acknowledge said Lease to be his free and voluntary act and deed and that he executed said Lease for the purposes and uses therein set forth.

Notary Public

Notary Public Chippewa County, Michigan My Commission Expires: 07/16/2027

INA GUN OTARY PUBLIC Authorized Notary Public

2022

Witness my hand and official seal this 10 day of May

Bay Mills Indian Community TRIBE) ss:

I, <u>Brianna</u> Gunka, an authorized notary public of the State of Michigan, do hereby certify that the Lessee. <u>Growend Vithinw</u>, under the foregoing Lease, personally appeared before me and is sworn or proved to me to be the person who, being informed of the contents of the foregoing Lease has executed same, and acknowledge said Lease to be his (her) free and voluntation and deed and that he (she) executed said Lease for the purposes and uses therein set forth of the same and uses therein set forth of the same and the sa

Notary Public Chippewa County, Michigan My Commission Expires: 07/16/2027

NOTARY PUBLIC Commission Expl July 18, 2027 Be Co OF M Authorized Notary Public

Witness my hand and official seal this 29 day of May 2022

Approved pursuant to authority delegated to the Assistant Secretary -Indian Affairs by 209 DM 8, 230 DM 1, 3 IAM 4, Release No. 21-37, dated 05/25/2021.

Jason & Oberle Agency Superintendent

United States Department of Interior Bureau of Indian Affairs

TRIBAL LEASE

THIS "LEASE", is made and entered into between the BAY MILLS INDIAN COMMUNITY, located at 12140 W. Lakeshore Dr. Brimley, MI 49715, hereinafter designated as "LESSOR", and the OJIBWE CHARTER SCHOOL, a Michigan public school academy, organized and operating pursuant to the Revised School Code, MCL 380.1 et seq., as amended, located at 12099 W. Lakeshore Drive, Brimley, MI 49715, upon the Bay Mills Indian Reservation, hereinafter designated as "LESSEE".

RECITALS

WHEREAS, the Lessor owns a parcel ("Waishkey Lot") of real property containing improvements; and

WHEREAS, upon Waishkey Lot is an improvement that may, with appropriate upgrades, be useable as a K-I2 public school ("Premises"); and

WH ERE AS, Lessor desires to allow Lessee to utilize the Premises for the educational purposes for which Lessee has been established, but is aware that the condition of the existing improvements will need to be addressed, should Lessee desire to utilize the location for a public school on a permanent basis; and

WH ERE AS, Lessee is a Michigan Public School Academy, authorized by the Bay Mills Community College (the "Authorizer") that desires to locate its public-school operations on the property owned by the Lessor; and

WHEREAS, to construct a new, permanent improvement on the Premises that adequately meets its needs as a Michigan Public School Academy.

NOW THEREFORE, for mutual consideration, the adequacy of which is hereby acknowledged, the Parties do agree to the following:

- SECRETARIAL APPROVAL. As used in this Lease, the term "Secretary" means the Secretary of the Interior or his duly authorized representative. This Lease is subject to the approval of the Secretary pursuant to the Act of August 9, 1995, 69 Stat. 539, as amended; 25 U.S.C. 415.
- PREMISES. Lessor, as authorized by law and in accordance with General Tribal Council Resolution No. 22-04-13B, hereby leases to Lessee the real property situated on the Bay Mills Reservation, County of Chippewa, State of Michigan, that is described in Attachment "A," encompassing the Premises and all improvements therein subject to the use restrictions set forth below.
- USES OF PREMISES. The object of this Lease is to enable Lessee to utilize the Premises to operate a Michigan Public School Academy, as that term is defined in the Revised School Code, MCL 380.1, et seq.
- TERM AND TERMINATION. Lessee shall have and hold the Premises for a term beginning April 13, 2022 and ending June 25, 2028.

- a. This Lease may not be terminated by either party as long as the Lease and/or any improvements on the Premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan in accordance with the provisions hereof by Lessec, unless consent in writing to such termination is given by the lender.
- b. This Lease shall automatically renew for additional terms of 8 years, so long as Lessee, or a successor in interest, still operates the Premises.
- c. This Lease will automatically terminate if Lessee does not have a charter contract or is unable to operate a Michigan Public School Academy on the Premises.
- d. Lessee may also terminate this Lease at any time upon providing ninety (90) days' prior written notice.
- 5. RENT.
 - a. Rent is fixed at thirty thousand dollars (\$30,000.00) per annum for the entire Term of this Lease and any renewals thereof to be made on the first of each month in installments two thousand five hundred dollars (\$2,500.00). Late payments shall be charged an interested rate of 3% per month.
 - b. Should the lease of the OCS Parcel to Lessee expire or be terminated the rent amount hereunder shall increase to sixty thousand dollars (\$60,000.00) to be made on the first of each month in installments five thousand dollars (\$5,000.00). starting at next monthly installment due Late payments shall be charged an interested rate of 3% per month.
- 6. UTILITIES, MAINTENANCE, SNOW REMOVAL, REPAIRS. Lessee shall, at its expense, provide the Premises with all utility services desired by Lessee, including water, sewer, electricity, and natural gas. Lessee shall be responsible for installation and maintenance utility services from the main line connections into the facility. Lessee shall be responsible to maintain the Premises in good repair, which responsibility includes building maintenance and provision of custodial services. Lessor shall be responsible for snow removal, lawn maintenance and trash pickup.
- 7. IMPROVEMENTS., All buildings or other improvements now existing on the Premises shall be the leasehold property of the Lessee during the term of this Lease, including any extension or renewal thereof, as are any additional improvements constructed thereupon during the Term or any extension or renewal thereof. If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the lessee will contact the Secretary of the Interior and the Lessor to determine how to proceed and appropriate disposition. Upon termination of the Lease, ownership of any and all improvements shall revert to the Lessor would cause any tax-exempt bond-financed improvements to become subject to tax or other penalty, or (iii) unless transfer of ownership to the Lessor would cause any tax-exempt bond-financed improvements to become subject to tax or other penalty, or (iii) unless transfer of ownership to the Lessor would cause any tax-exempt bond-financed improvements to become subject to tax or other penalty, or (iii) unless transfer of ownership to the Lessor would cause any tax-exempt bond-financed improvements to become subject to tax or other penalty, or (iii) unless transfer of ownership to the Lessor would violate Mich. Const. Art. IX, Sec. 18, upon which the Lessor shall pay to Lessee a reasonable value for the improvements. All fixtures purchased by Lessee shall be owned by Lessee.
- 8. USE RIGHTS/ RESERVATION OF USE RIGHTS. Lessee, upon faithful performance of the terms, covenants, and conditions hereof, may quietly and peaceably have, hold, and enjoy the Premises to which it may also make improvements thereon to effectuate the intended use of the Premises as set forth in this Agreement. Upon expiration of the term, or

any renewal term or extension period thereafter, and subject to the last sentence of Paragraph 7 the Lessee shall, upon demand, surrender to Lessor complete and peaceable possession of the Premises. No party other than Lessee shall have an ongoing right to occupy the building, site, or physical plant without providing written notice to the CSO Director thirty (30) days prior to such occupancy except as identified in Attachment B.

 NO REPRESENTATIONS. Lessee accepts the Premises in its condition on the date of this Lease, "AS IS" and without any representations or warranties of any kind, express or implied, by Lessor. This Agreement is not made in reliance upon any representation whatsoever.

10. 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.
- 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 Parties each agree not to use or cause to be used any part of said premises for any unlawful conduct or purpose.
- d. The Secretary of Interior has the right, at any reasonable time during the term of the Lease and upon reasonable notice to enter the Premises for inspection to ensure compliance with applicable Federal laws and regulations. Any failure by the Lessee to cooperate with the Secretary of the Interior to make appropriate records, reports, or other information available for inspection or duplication shall be a violation of this Lease.
- e. The obligations of the lessee to the Indian landowners are also enforceable by the United States, so long as the land remains in trust or restricted status.
- 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, or ejection by Lessor or by any other person or persons whomsoever.
- 12. INSURANCE. The Lessee will Procure and keep in effect during the Term hereof commercial general liability insurance on an occurrence basis with limits of at least one million dollars (\$1,000,000) per occurrence, with a two million dollar (\$2,000,000) annual general aggregate. Such policy shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury, sexual abuse & molestation, corporal punishment, and contractual liability insurance that covers the indemnification obligations of this Agreement, if any. Not more frequently than three (3) years, if, in the reasonable opinion of the Lessor, the amount of the liability insurance required hereunder is not adequate, Lessee shall promptly increase said insurance coverage as reasonably required by the Lessor.
 - a. The Lessor shall be included as an additional insured on a Primary and Non-Contributory basis and shall contain a provision that it may not be cancelled without at least thirty (30) days prior written notice being given by the insurer to the Lessor. Lessee agrees to deliver certificates of all insurance required hereunder to Lessor. Further Lessee agrees to provide compete copies of all policies to the Lessor upon receipt of the same, provided that receipt by Lessor

of such policies shall not be deemed by Lessor to be an acceptance of such coverage to the extent it conflicts with the requirements of this Lease.

- 13. HAZARDOUS MATERIAL LIABILITY. Lessee has no liability or obligation pursuant to this Lease to investigate, clean, remove, remediate, or otherwise deal with hazardous material present at the site prior to the Lessee occupying the Premises. Such liabilities are the responsibility of Lessor and Lessee is hereby indemnified for any damages or litigation caused or arising out of the condition of the Premises, including any improvements thereon that are in existence at the time of this Agreement. The lessee indemnifies the United States and the Indian landowners against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or release or discharge or any hazardous material from the leased premises that occurs during the lease term, regardless of fault, with the exception that the lessee is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowner's negligence or willful misconduct.
- ACCESS TO DOCUMENTS. Lessor agrees that it shall provide to Lessee all lease and physical plant records related to the Premises for use by its independent auditor or the Bay Mills Charter Schools Office.
- ASSIGNMENT. Except as otherwise provided herein, Lessee shall not assign this Lease without the prior written consent of the Lessor and the Secretary of the Interior, or, if this Lease and/or any improvements on the premises are mortgaged or pledged as security for a loan, without the written approval of the lender. Lessee may assign this Lease or deliver possession of the premises, including any improvements thereon, to the lender if Lessee defaults in any mortgage or other loan agreement for which the Lease and/or improvements on the premises are pledged as security, and, in such event, the lender in turn may transfer this Lease or possession of the premises to a successor lessee subject to the approval of Lessor. Nothing in this Lease shall prevent the Lessee from executing and recording a mortgage, declaration of trust and/or other security instrument as may be necessary to obtain financing for the construction and/or improvement of education- related building, or shall prevent the mortgagee or other lender from foreclosing or instituting other appropriate proceedings under law in the event of default of any mortgage or other loan agreement by the Lessee. Lessee may not execute a mortgage, declaration of trust or other security instrument pledging its interest in this Lease or any improvements on the premises without the prior consent of Lessor and the approval of the Secretary.
- 16. LESSOR'S RIGHT OF FIRST REFUSAL. In the event of default by the Lessee on any mortgage or other loan agreement for which this Lease or any improvements on the premises are pledged as security, Lessor shall have the right of first refusal to acquire the Lessee's interest in the premises (subject to all valid lien s and encumbrances) upon (a) payment of all sums then in arrears, and (b) either payment of the balance of the loan or assumption of the mortgage. Said right of first refusal may be exercised at any time within thirty (30) days after notice in writing from the lender of Lessee's default, which notice shall be given before the lender invoke s any other remedies provided under the mortgage or by law, and shall be exercised by notice in writing from the Lessor to the Lessee and the lender; provided , however, that the Lessee shall have fifteen (15) days from the date of the latter notice to cure the default. The estate acquired by the Lessor through the exercise of said right of first refusal shall not merge with any other estate or title held by the Bay Mills Indian Community as long as this Lease and/or any improvements on the premises are mortgaged or otherwise pledged as security for any loan, and said estate shall remain subordinated to any valid and subsisting mortgage or other security instrument.

- EFFECTIVE DATE. This lease and all its terms and provisions shall be binding upon the successors, administrators and assigns of the and any successor in interest to the Lessor, and shall take effect upon approval of the Secretary of the Interior and the Authorizer.
- 18. OBLIGATIONS TO THE UNITED STATES AND LESSOR. 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 legal owner of the land. This Lease is subject to all applicable Federal laws despite their not being specifically incorporated herein. In addition, this Lease is subject to the applicable laws of the Bay Mills Indian Community, as well as the laws of the State of Michigan where not otherwise preempted.
- 19. AMENDMENT. This Lease may only be amended in writing by a document that is executed and acknowledged by the Parties, which document shall only be effective upon the review and non-disapproval by the Bay Mills Charter Schools Office and approval by the Secretary of the Interior. Lessee is not prohibited from waiving its governmental immunity or require an its governing body to assert, waive or not waive its governmental immunity.

20. HOLD HARMLESS and INDEMNIFICATION.

- a. Lessee holds the United States and the Indian landowners harmless from any loss, liability or damages resulting from the lessee's use or occupation of the leased premises.
- b. Lessor will indemnify Lessee for damages or litigation caused by the condition of the physical plant, if those damages or litigation are caused by the Lessor's use or prior use of hazardous material at the physical plant.

BAY MILLS INDIAN COMMUNITY

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Guivelle, President

OJIBWE CHARTER SCHOOL

Stephanie Vittitow, Superintendent

Bay Mills Indian Community TRIBE) ss:

Gunla Brianna I, <u>Snannh</u> (Junkh, an authorized notary public of the State of Michigan, do hereby certify that Whitney B. Gravelle , President of the Lessor under the foregoing Lease, personally appeared before me and is known or proved to me to be the person who, being informed of the contents of the foregoing Lease, has executed same, and acknowledge said Lease to be his free and voluntary act and deed and that he executed said Lease for the purposes and uses therein set forth. NNA GU

Branni Notary Public

Chippewa County, Michigan My Commission Expires: 07/16/2027

a Cou OF MIC Authorized Notary Public

Witness my hand and official seal this 10 day of May

2022

Bay Mills Indian Community TRIBE) ss:

Tunka I. Sriann Gunka , an authorized notary public of the State of Michigan, do hereby certify that the Lessee, Stohanit Uthin, under the foregoing Lease, personally appeared before me and is sworn or proved to me to be the person who, being informed of the contents of the foregoing Lease has executed same, and acknowledge said Lease to be his (her) free and voluntary act and deed and that he (she) executed said Lease for the purposes and uses therein set for ANA GU

Notary Public Chippewa County, Michigan My Commission Expires: 07/16/2027



Witness my hand and official seal this 24 day of May 2022

Approved pursuant to authority delegated to the Assistant Secretary -Indian AFfairs by 209 DM 8, 230 DM 1, 31AM 4, Release No. 21-37, dated 05/25/2021.

Jason D. Oberle Agency Superintendent

470 316



Attachment "A"

NURTHWOODS INC.

SURVEYORS - ENGINEERS

816 ASHMUN STREET, SUITE 1 P.O. BOX 758 SAULT STE. MARIE, MICHIGAN 20781 PHONE 105-632-1500 PAX 906-632-3200

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 327.60 feet; thence N44°56' 31"W along said right-of-way line, 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 a curve concave to the Northwesterly along the Addition 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 Northwesterly along said right-of-way line a distance of 486.77 feet; thence N44°56' 31"W along said right-of-way line, 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, 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 115.00 feet; thence S64°46')7"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 Miny 8, 2003

Professional Surveying, Engineering, & Mapping Services



CERTIFICATE OF SURVEY

LEGAL DESCRIPTION WAISHKEY CENTER – REVISED 11 NOV 2021

A parcel of land located in the Southwest 1/4 of the Southeast 1/4 of fractional Section 19, Town 47 North, Range 2 West, Michigan Meridian, Bay Mills Indian Community, Chippewa County, Michigan more particularly described as commencing at the Meander Corner common to Sections 19 and 30, Town 47 North, Range 2 West, as presently monumented with a B.L.M. stamped brass cap 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 to the left, said curve has a radius of 327.00 feet, a delta angle of 58°16'47"and a 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 to the right, 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 30.00 feet to the POINT OF BEGINNING:

thence continuing N38°47'57"W along said right-of-way line a distance of 250.00 feet; thence S51°12'03"W a distance of 115.00 feet; thence S64°46'17"W a distance of 149.16 feet; thence S51°12'03"W a distance of 232.00 feet; thence S55°38'28"E a distance of 329.31 feet; thence N44°13'18"E a distance of 248.43 feet; thence N51°12'03"E a distance of 150.00 feet to the POINT OF BEGINNING.

Containing 2.875 acres, more or less. Subject to all easements, conditions, reservations, exceptions and restrictions contained in prior conveyances of record.



SURVEY FOR	ROGERS LAND SURVEYING, PC	
BAY MILLS INDIAN COMMUNITY	1601 AUGUSTA STREET Sault Ste Marie, Michigan 49783 (906) 440-1960 (906) 635-3056	SHEET 2 OF 2
DATE 11 NOV 2021	Email: larry.r.rogers@att.net	JOB 2021-91



-6-10-6-26

CERTIFICATE OF SURVEY

LEGAL DESCRIPTION WAISHKEY CENTER

A parcel of land located in fractional Section 19, Township 47 North, Range 2 West, Bay Mills Indian Community, Michigan Meridian, Chippewa County, Michigan, more particularly described as commencing at the Meander Corner between Section 19 and 30, Township 47 North, Range 2 West, as presently monumented with 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 466.00 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°08'33" 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 30.00 feet to the POINT OF BEGINNING:

thence continuing N38°47'57"W along said right-of-way line a distance of 250.00 feet; thence S51°12'03"W a distance of 115.00 feet; thence S64°46'17"W a distance of 149.16 feet; thence N38°47'57"W a distance of 425.00 feet; thence S59°03'00"W a distance of 139.00 feet; thence S31°50'00"W a distance of 93.50 feet; thence S63°15'00"W a distance of 360.00 feet; thence S51°35'00"E a distance of 360.00 feet; thence S38°47'57"E a distance of 620.00 feet; thence N49°18'17"E a distance of 362.83 feet; thence N66°56'45"W a distance of 222.40 feet; thence N51°12'03"E a distance of 150.00 feet to the POINT OF BEGINNING.

Containing 10.81 acres, more or less. Subject to all easements, conditions, reservations, exceptions and restrictions contained in prior conveyances of record.

URVEY FOR		}	
	NORTHWOODS LAND SURVEYING	 	
BMIC	SURVEYORS - ENGINEERS 816 Ashmun Street P.O. Box 758 Sault Ste Marie, Michigan 49783 (906) 632-1500 FAX (906) 632-3220	SHEET 2	OF 2
-1E	www.nwis.net	JOB	- <u></u>
stember 21, 2007		ł	5919-00



EXHIBIT A.



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CASTLEROCK, INC.

FLOOR PLAN

At present we are proposing one 14-unit school complex. This building will be adjacent to the Boy & Girl's club. The composition of the units shall be as follows:

- 8 Standard classrooms appox, 24' x 35'
- 1 Kindergarten classrooms w/ bathroom attached appox: 24' x 35'.
- 1 Teacher's lounge appox. 12' x 18'.
- 1 Special education classrooms appox 12' x 18'.
- 2 Handicap hall accessible bathrooms.
- 1 Janifors closet appox. 12' x 18'.
- 1 Handicap accessible bathrooms for classroom use. 1boys / 1 girls.
- 1 Warming kitchen appox: 24' x 35'.
- 1 Storage area appox, 12' x 35',
- Administrative office area containing 4 private offices, reception area and secretarial area.

As a general note all hallways will be 8 feet wide, all doors shall be ADA compliant, the building shall be equipped with a fire alarm and burglar alarm. The main entryway of the complex is located at the left front of the structure. The classrooms shall follow the standard set by Mosaica and enclosed with this proposal with the exception of a window configuration conflict. In this case the classroom shall contained the same amount of voice and data port along with corkboards, marker boards and cost hooks reconfigured to fit.

See EXHIBIT A for a standard classroom layout.

A sketch of the proposed classroom floor plans is attached as EXHIBIT B.

LEASE

This project is developed with a 24-month lease and an option of a third year, if necessary. The complex is appox.
































PERMANENT

Michigan Department of Labor & Economic Growth Bureau of Construction Codes & Fire Safety/Building Division P. O. Box 30254 Lansing, M1 48909 (517) 241-9317

> Permit No. LB018134 Bay Mills Indian Community 11507 W. Industrial Drive Bay Mills Twp., Michigan Chippewa County

The above named building of Use Group E and Construction Type 5B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAW: THE PLACORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THE SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Larry Lehman, Chief Charles E. Curtis, Assistant Chief Building Division

January 13, 2004

TEMPORARY

Michigan Department of Licensing and Regulatory Affairs Bureau of Construction Codes/Building Division P. O. Box 30254 Lansing, MI 48909 (517) 241-9317

BUILDING PERMIT NO.: BLDG21-01422 11507 W INDUSTRIAL DR BRIMLEY, MICHIGAN CHIPPEWA COUNTY

The above-named building of Use Group E, Education and Construction Type 2B - Non Combustible (Non Rated Structural Elements) is approved for use and occupancy for a period of three (3) months with an expiration date of November 16, 2022.

Conditions:

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

. Jon Paradine

Jon Paradine, Chief Building & Permits Division

August 16, 2022

TEMPORARY

Michigan Department of Licensing and Regulatory Affairs Bureau of Construction Codes/Building Division P. O. Box 30254 Lansing, MI 48909 (517) 241-9317

BUILDING PERMIT NO.: BLDG21-01392 11507 W INDUSTRIAL DR BRIMLEY, MICHIGAN CHIPPEWA COUNTY

The above-named building of Use Group E, Education and Construction Type 2B - Non Combustible (Non Rated Structural Elements) is approved for use and occupancy for a period of three (3) months with an expiration date of November 16, 2022.

Conditions:

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

. Jon Paradine

Jon Paradine, Chief Building & Permits Division

August 16, 2022

PERMANENT

Michigan Department of Licensing and Regulatory Affairs Bureau of Construction Codes/Building Division P.O. Box 30254 Lansing, MI 48909 Authority: 1972 PA 230 (517) 241-9317

Building Permit No: BLDG21-01422

12099 W LAKESHORE DR BRIMLEY, MI 49715 COUNTY: CHIPPEWA

The above named building of Use Group E, Education and Construction Type 2B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Print Date: 08/29/2022

PERMANENT

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes/Building Division P.O. Box 30254 Lansing, MI 48909 Authority: 1972 PA 230 (517) 241-9317

Building Permit No: BLDG21-01392

12099 W LAKESHORE DR BRIMLEY, MI 49715 COUNTY: CHIPPEWA

The above named building of Use Group E, Education and Construction Type 2B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Print Date: 08/29/2022