

# **Exhibit II**

**THE SAULT STE. MARIE TRIBE  
OF CHIPPEWA INDIANS OF MICHIGAN**

**SUBMISSION FOR MANDATORY FEE-TO-TRUST ACQUISITION  
PURSUANT TO THE MICHIGAN INDIAN LAND CLAIMS  
SETTLEMENT ACT**

**THE “SIBLEY PARCEL”**

**(+/- 71 acres in Huron Charter Township, Wayne County, Michigan)**

Submission and Supporting Exhibits

June 10, 2014

Sault Ste. Marie Tribe of Chippewa Indians  
Submission for Mandatory Fee-to Trust Acquisition  
The “Sibley Parcel,” Huron Charter Township, Michigan

TABLE OF CONTENTS

Submission for Mandatory Fee-to-Trust Acquisition

I. SUMMARY ..... 1

II. APPLICABLE LEGAL REQUIREMENTS..... 1

    A. Tribal History, Recognition, And Name ..... 2

    B. Acquisition Of The Parcel ..... 3

    C. Statutory Authority ..... 3

        1. MILCSA Imposes A Mandatory Trust Obligation  
            When Its Requirements Are Satisfied..... 3

        2. MILCSA’s Requirements Are Satisfied Here ..... 5

III. CONCLUSION ..... 8

Supporting Exhibits

- 1. Purchase Agreement
- 2. Title Commitment and Proposed Warranty Deed
- 3. Tribal Board Resolutions 2012-250 (Nov. 20, 2012) and 2013-138 (June 10, 2013)
- 4. Legal Description and Survey
- 5. Location Map
- 6. Affidavit of Sault Tribe CFO William Connolly

**Sault Ste. Marie Tribe of Chippewa Indians  
Submission for Mandatory Fee-to Trust Acquisition  
The “Sibley Parcel,” Huron Charter Township, Michigan**

**I. SUMMARY**

The Sault Ste. Marie Tribe of Chippewa Indians of Michigan (the “Sault Tribe” or “Tribe”) tenders this submission for a mandatory fee-to-trust acquisition of a parcel of land located in Huron Charter Township, Wayne County, Michigan (the “Sibley Parcel” or “Parcel”) under an existing contract of purchase. The Parcel is a 71 acre parcel of land located within 2 miles of other land currently owned by the Tribe in Huron Charter Township.

The Tribe will acquire the Parcel using interest or other income generated by the Tribe’s Self-Sufficiency Fund, established pursuant to section 108 of the Michigan Indian Land Claims Settlement Act (“MILCSA”), Pub. L. No. 105-143, 111 Stat. 2652 (1997). Under Section 108(f) of MILCSA, “[a]ny lands acquired using amounts from interest or other income of the Self-Sufficiency Fund shall be held in trust by the Secretary for the benefit of the [Sault] Tribe.” 111 Stat. at 2661-2662. The Secretary is thus required to accept the Parcel in trust.

**II. APPLICABLE LEGAL REQUIREMENTS**

MILCSA does not set forth specific procedures for processing a trust acquisition mandated by Section 108(f), nor do any of the Department’s regulations. Because, as discussed further below, the trust acquisition here is mandatory, the portions of the Department’s regulations which govern discretionary acquisitions, 25 C.F.R. §§ 151.10, 151.11, do not apply. The Tribe’s submission accordingly follows the guidance for mandatory acquisitions provided in section 3.1.3 of the Department’s *Fee-To-Trust Handbook Version III* (rev. 2, issued Dec. 12, 2013).

Part II.A describes the Tribe and its background. Part II.B details the specific lands that are the subject of this submission and the Tribe’s ownership interest in them, as required by step 2 of section 3.1.3 of the *Fee-to-Trust Handbook*. Part II.C sets forth the statutory authority for the mandatory acquisition: MILCSA § 108. In brief, Part II.C.1 explains that the express language of MILCSA § 108(f) (“shall be held in trust”) imposes a non-discretionary duty on the Secretary to take lands in trust when MILCSA’s requirements are otherwise satisfied; Part II.C.2 explains that MILCSA’s requirements are satisfied here because the Tribe will acquire the Parcel with interest or income from the Self-Sufficiency Fund for the “enhancement or consolidation of tribal lands” within the meaning of MILCSA § 108(c)(5).<sup>1</sup>

---

<sup>1</sup> The Secretary’s non-discretionary duty to take the land into trust does not depend in any way on the purposes for which the land may be used. See 25 C.F.R. § 151.11 (Secretary shall consider the purposes of an off-reservation acquisition only when “the acquisition is not mandated”). In the interest of full disclosure, however, the Tribe currently anticipates that it will conduct gaming activities on the Parcel under the terms of the Indian Gaming Regulatory Act (“IGRA”), 25 U.S.C. §§ 2701 *et seq.* At a minimum, the Tribe intends to conduct Class II gaming on the property; if lawfully permitted under IGRA and under the Tribe’s tribal-state gaming compact with the State of Michigan, the Tribe may also conduct Class III gaming

**Sault Ste. Marie Tribe of Chippewa Indians  
Submission for Mandatory Fee-to Trust Acquisition  
The “Sibley Parcel,” Huron Charter Township, Michigan**

Finally, because the statutory authority for this acquisition emanates from a statute other than the Indian Reorganization Act, the Department need not make a determination as to whether the Sault Tribe was “under federal jurisdiction” in 1934 pursuant to *Carcieri v. Salazar*.

**A. Tribal History, Recognition, And Name**

The Sault Tribe descends from a group of Chippewa Bands who historically occupied and used a wide area in the Upper Great Lakes, bordering Lake Superior, Lake Michigan, and Lake Huron. The Commissioner of Indian Affairs acknowledged the Tribe’s federal recognition on September 7, 1972. The United States first took land into trust for the Tribe by deed dated May 17, 1973 and approved by the Bureau of Indian Affairs on March 7, 1974. The Commissioner of Indian Affairs formally declared the trust land to be a reservation for the Tribe on February 20, 1975. The Tribe’s formal name is the “Sault Ste. Marie Tribe of Chippewa Indians of Michigan.” *See* 75 Fed. Reg. 60810, 60812 (Oct. 1, 2010).

The Tribe’s current trust lands are scattered throughout the eastern and central portions of Michigan’s Upper Peninsula and include approximately 1262 acres in Chippewa County, 37 acres in Alger County, 20 acres in Delta County, 324 acres in Mackinac County, 5 acres in Marquette County, 17 acres in Luce County, and 78 acres in Schoolcraft County. The Tribe also owns a .43 acre parcel in the City of Lansing, Ingham County, as well as an option to purchase a nearby 2.26 parcel. Finally, the Tribe owns a 7 acre parcel of land in Huron Charter Township, Wayne County, in Michigan’s Lower Peninsula, located approximately two miles away from the Sibley Parcel that is the subject of this submission.

The Tribe is by far the largest tribe in Michigan, with more than 40,000 enrolled members. More than 14,000 tribal members reside in Michigan’s Lower Peninsula, and more than 7,500 of those tribal members reside within a 100-mile radius of the Detroit metropolitan area. The Tribe’s current trust lands equate to .0427 acres per member.

The Tribe also enjoys judicially recognized treaty rights to hunt, fish, and gather within the vast 1836 Treaty cession area that includes the eastern half of the Upper Peninsula and a huge swath of the Lower Peninsula extending south as far as the Grand River. *See United States v. Michigan*, 471 F. Supp. 192 (W.D. Mich. 1979).

---

activities. To that end, the Tribe and Huron Charter Township have already executed an Intergovernmental Agreement and a Law Enforcement Agreement; the Township’s approval of these agreements is testament to the broad support the Tribe’s gaming plans enjoy in the local community. The Tribe also expects to engage in other lawful activities on the Parcel which will be used to provide educational, health and welfare services to the thousands of tribal members who reside in the surrounding area.

**Sault Ste. Marie Tribe of Chippewa Indians  
Submission for Mandatory Fee-to Trust Acquisition  
The “Sibley Parcel,” Huron Charter Township, Michigan**

**B. Acquisition Of The Parcel**

The Tribe has a binding right to acquire the Parcel under its Purchase Agreement with Sibley Investors, LLC. Title to the land will be transferred to the Tribe upon acquisition in trust. *See* Ex. 1 (Purchase Agreement); Ex. 2 (Title Commitment and Proposed Warranty Deed); *see also Fee-to-Trust Handbook* 29 (tribe may submit “written evidence that title will be transferred to the tribe ... upon acquisition in trust” in lieu of current evidence of ownership); Memorandum from Assistant Secretary–Indian Affairs Larry Echo Hawk to Regional Directors and Superintendents, *Updated Guidance on Processing of Mandatory Trust Acquisitions* 4 n.9 (Apr. 6, 2012) (same).

The Parcel comprises 71 acres in four contiguous parcels in Huron Charter Township, Michigan. *See* Ex. 4 (Legal Description and Survey); Ex. 5 (Location Map). The mailing address of the parcel is 36181 Sibley Road, New Boston, MI 48164.

The Parcel will be acquired using interest or other income generated by the Tribe’s Self-Sufficiency Fund, as described in more detail below. The Tribe’s Board of Directors explicitly authorized this use of the Self-Sufficiency Fund on November 20, 2012 and reaffirmed that authorization on June 10, 2013. *See* Ex. 3 (Tribal Board Resolutions 2012-250 and 2013-138).

**C. Statutory Authority**

The Michigan Indian Land Claims Settlement Act (“MILCSA”), Pub. L. No. 105-143, 111 Stat. 2652 (1997), provides the statutory authority for this acquisition. As discussed below, Section 108(f) of MILCSA requires the Secretary to take land into trust for the Tribe when the statute’s requirements are met, and those requirements are met here.

**1. MILCSA Imposes A Mandatory Trust Obligation When Its Requirements Are Satisfied**

The Secretary’s duty to accept the Parcel in trust for the benefit of the Tribe is mandatory under Section 108(f) of MILCSA.

Congress enacted MILCSA in 1997 to settle land claims brought against the United States by a number of Ottawa and Chippewa tribes in Michigan, including the Sault Tribe, and to distribute the judgment funds found to be owing to the tribes. MILCSA’s stated purpose is “to provide for the fair and equitable division of [Indian Claims Commission] judgment funds among the beneficiaries and to provide the opportunity for the tribes to develop plans for the use or distribution of their share of the funds.” MILCSA § 102(b).

Section 108 of MILCSA applies exclusively to the Sault Tribe. There, Congress directed the Tribe, through its Board of Directors, to establish a trust fund—the “Self-Sufficiency Fund”—into which the Tribe’s share of the judgment funds would be transferred. MILCSA § 108(a)(1). Congress further specified that the Sault Tribe’s Board “shall be the trustee of the

**Sault Ste. Marie Tribe of Chippewa Indians  
Submission for Mandatory Fee-to Trust Acquisition  
The “Sibley Parcel,” Huron Charter Township, Michigan**

Self-Sufficiency Fund and shall administer the Fund in accordance with the provisions of this section.” *Id.* § 108(a)(2).

Once established, the Self-Sufficiency Fund may be used for purposes defined in Sections 108(b) and 108(c). As relevant here, MILCSA permits the Tribe to expend the “interest or other income of the Self-Sufficiency Fund” in the following ways:

- (1) as an addition to the principal of the Fund;
- (2) as a dividend to tribal members;
- (3) as a per capita payment to some group or category of tribal members designated by the board of directors;
- (4) for educational, social welfare, health, cultural, or charitable purposes which benefit the members of the Sault Ste. Marie Tribe; or
- (5) for consolidation or enhancement of tribal lands.

MILCSA § 108(c). The decision to expend funds for these purposes is vested exclusively in the Tribe’s Board of Directors and is not subject to the review or approval of the Secretary. *See id.* § 108(e)(2). Finally, Section 108(f) provides:

Any lands acquired using amounts from interest or other income of the Self-Sufficiency Fund ***shall be held in trust*** by the Secretary for the benefit of the tribe.

*Id.* § 108(f) (emphasis added).

Under these unambiguous statutory provisions, the Secretary must take lands into trust for the benefit of the Tribe when—as here—the Tribe uses interest or other income of the Self-Sufficiency Fund to acquire lands for the purposes set forth in Section 108(c), including the “consolidation or enhancement of tribal lands.” *See, e.g., Lopez v. Davis*, 531 U.S. 230, 241 (2001) (contrasting “may” and “shall” and observing that “Congress use[s] ‘shall’ to impose discretionless obligations”).

The Office of the Solicitor has not previously issued a written determination that Section 108(f) mandates that the Secretary take lands into trust when purchased with interest or income from the Self-Sufficiency Fund. However, the Solicitor considered other provisions of MILCSA, pertaining to the Bay Mills Indian Community, in a letter to the National Indian Gaming Commission dated December 21, 2010 (“*Bay Mills Op.*”). In that opinion, the Solicitor recognized that because Section 108(f) requires that lands “shall be held in trust by the

**Sault Ste. Marie Tribe of Chippewa Indians**  
**Submission for Mandatory Fee-to Trust Acquisition**  
**The “Sibley Parcel,” Huron Charter Township, Michigan**

Secretary,” it “call[s] for a mandatory trust acquisition.” *Bay Mills Op.* 12.<sup>2</sup> The Solicitor further explained that the same phrase (“shall be held in trust”) appeared in the Bay Mills-specific portions of a draft bill before the House Committee on Resources but that this “mandatory trust language” was replaced in the final bill at the request of the Department of the Interior. *Id.* at 9-10; *see also id.* at 13-14 (“Had Congress retained its original [‘shall be held in trust’] language, the [Bay Mills] Tribe would have had a strong argument that any lands purchased ... would have been subject to mandatory trust acquisition.”).

The Solicitor was correct that the phrase “shall be held in trust” is “mandatory trust language.” *Bay Mills Op.* 9; *see also* DOI, Bureau of Indian Affairs, *Acquisition of Title to Land Held in Fee or Restricted Fee* 8 (2008) (first edition of *Fee-to-Trust Handbook*) (under MILCSA, “the Sault Ste. Marie Tribe of Chippewa Indians [is] authorized to use a portion of the judgment fund for the consolidation and enhancement of tribal landholdings,” and “[t]he Secretary is authorized and **required** to hold any such land” as directed by the statute, including the requirement “that any lands acquired using any interest or income from the Self-Sufficiency Fund shall be held in trust” (emphasis added)). The phrase “shall be held in trust” creates a non-discretionary duty for the Secretary to take land into trust when the provisions of MILCSA are satisfied. A contrary reading would render this language superfluous, because the Secretary already has discretionary authority under other statutes to take lands acquired by the Tribe into trust. *See, e.g.,* Indian Reorganization Act § 5, 25 U.S.C. § 465; *see also, e.g., Corley v. United States*, 556 U.S. 303, 315 (2009) (rejecting government’s proposed construction as “at odds with one of the most basic interpretive canons, that ‘[a] statute should be construed so that effect is given to all its provisions, so that no part will be inoperative or superfluous’”).

## **2. MILCSA’s Requirements Are Satisfied Here**

The requirements of MILCSA have been satisfied with respect to the Parcel, thus triggering the mandatory duty to take the Parcel into trust under MILCSA § 108(f). First, when the lands are taken into trust, the Board’s Resolution directs that the acquisition be completed using interest or income of the Self-Sufficiency Fund. *See* Ex. 1 (Purchase Agreement); Ex. 3 (Tribal Resolutions); Ex. 6 (Affidavit of Sault Tribe CFO William Connolly). Second, the Tribe’s Board of Directors has determined that acquiring the Parcel satisfies the purposes for which income or interest of the Self-Sufficiency Fund must be used, including “consolidation or enhancement of tribal lands.” MILCSA § 108(c)(5). The authority to make such a determination is vested exclusively with the Board. *Id.* § 108(e)(2).

The terms “consolidation” and “enhancement” are not defined in MILCSA. Absent a statutory definition, they should be given their plain and ordinary meaning. *See, e.g., Ransom v.*

---

<sup>2</sup> The Solicitor speculated, without explanation, that this language may have been “a mistake by Congress.” *Bay Mills Op.* 12. However, as the Solicitor herself points out, the original version of MILCSA contained “no explicit language relating to land acquisition.” *Id.* at 11. The later addition of such language indicates that Congress’ action was intentional, as does Congress’ retention of this language despite the Department’s express opposition to it.



**Sault Ste. Marie Tribe of Chippewa Indians**  
**Submission for Mandatory Fee-to Trust Acquisition**  
**The “Sibley Parcel,” Huron Charter Township, Michigan**

*FIA Card Servs., N.A.*, 131 S. Ct. 716, 724 (2011). In ordinary usage, “enhance” means “[t]o make greater” or “augment.” *American Heritage Dictionary* 611 (3d ed. 1996); *see also Webster’s New Collegiate Dictionary* 375 (1979) (defining “enhance” as “to make greater”). To “consolidate” means to “reinforce or strengthen [one’s] position” or “combine (a number of things) into a single more effective or coherent whole.” *New Oxford American Dictionary* 363 (2d ed. 2005); *see also Webster’s New Collegiate Dictionary* 240 (defining “consolidate” as “to make firm or secure” or “to join together into one whole”).

Acquisition of the Parcel will be an “enhancement” of the Tribe’s existing land base because it will augment that land base by increasing the total land possessed by the Tribe. Both in quantity and quality, the Tribe’s current lands are inadequate to support its more than 40,000 members, as explained in more detail below. That problem is pronounced in the Lower Peninsula, where more than 14,000 members of the Tribe reside. Because Section 108(c)(5) is disjunctive—requiring that funds be used for “consolidation *or* enhancement of tribal lands”—an acquisition using income or interest that is judged by the Board to be an enhancement of tribal lands satisfies the provisions of MILCSA and triggers the Secretary’s mandatory duty to take the lands into trust.<sup>3</sup>

In her prior opinion, the Solicitor considered similar but not identical language elsewhere in MILCSA, which permits the Bay Mills Indian Community to use certain funds for “improvements on tribal land or the consolidation *and* enhancement of tribal landholdings.” *Bay Mills Op.* 4 (quoting MILCSA § 107(a)(3)) (emphasis added). The Solicitor acknowledged that these terms should be given their ordinary meaning. *Id.* She understood the ordinary meaning of “consolidate” to be “unite (various units) into one mass or body,” and she concluded that the acquisition in question would not “unite” Bay Mills’ landholdings because the tribe owned no other lands near the newly acquired lands. *Id.* at 4-5 (noting specifically that Bay Mills owned no other fee lands nearby). Because the Bay Mills language is conjunctive—requiring both consolidation and enhancement, in contrast to MILCSA § 108(c)(5), which applies exclusively to the Sault Tribe—the Solicitor did not need to consider whether the acquisition would be an “enhancement” of Bay Mills’ landholdings. *See id.* at 5-6. But she expressed her “belie[f]” that the acquisition in question also would not be an “enhancement” of Bay Mills’ tribal landholdings because “the term *enhancement* of tribal landholdings means that any Land Trust purchase must somehow enhance (*i.e.*, make greater the value or attractiveness [of]) some other tribal landholding already in existence,” and the site at issue was “very far from all other tribal landholdings.” *Id.* at 6.

---

<sup>3</sup> Even so, in the Board’s judgment, acquisition of the Parcel will also be a “consolidation” of the Tribe’s lands, specifically its existing 7 acres in Huron Charter Township. The acquisition will permit the Tribe to combine its existing Huron Charter Township lands into a more coherent and effective geographic base from which to provide necessary tribal services to the many members of the Tribe who now reside in southeastern Michigan.

**Sault Ste. Marie Tribe of Chippewa Indians**  
**Submission for Mandatory Fee-to Trust Acquisition**  
**The “Sibley Parcel,” Huron Charter Township, Michigan**

Respectfully, that atextual construction of “enhancement” should not be carried over to Section 108(c)(5) of the statute. Nothing in the phrase “enhancement of tribal lands” suggests an implied requirement that the newly acquired lands be closely proximate to or increase the value of a specific preexisting tribal landholding. Subsection 108(c)(5) refers to the “enhancement of tribal lands” generally, not to enhancement of a specific parcel of land, and is thus most naturally read simply to require that the tribe’s landholdings, viewed collectively, be increased. Had Congress intended to require that newly acquired lands augment the value or attractiveness of a specific preexisting landholding, it would have said so. Furthermore, the Solicitor read “consolidation” in the Bay Mills-specific portion of MILCSA to have a geographic proximity requirement (*Bay Mills Op.* 4); reading a similar proximity requirement into “enhancement” would collapse the distinction between those two terms, rendering one or the other superfluous. *See Michigan v. Bay Mills Indian Community*, No. 10-CV-1273, slip op. 3, 10-11 (W.D. Mich. Mar. 29, 2011) (distinguishing between consolidation and enhancement and finding that acquisition of parcel more than 100 miles from existing Bay Mills tribal lands “is an enhancement of tribal landholdings, as the additional land augmented, or made greater, the total land possessed by Bay Mills”), *rev’d on other grounds*, 695 F.3d 406 (6th Cir. 2012), *aff’d*, No. 12-515 (U.S. May 27, 2014). Finally, even if “enhancement” were ambiguous (which it is not) and could be read as the Solicitor suggests, any statutory ambiguity should be resolved in favor of the Tribe under the Indian canon of construction. *See, e.g., Montana v. Blackfeet Tribe*, 471 U.S. 759, 766 (1985).

Nevertheless, acquisition of the Parcel would satisfy even the Solicitor’s narrow reading of “enhancement,” because it would increase the value of the Tribe’s existing landholdings throughout Michigan. Once the parcel is acquired in trust, the Tribe anticipates that it will generate revenues that will be used to improve, restore, or otherwise increase the usefulness or value of the Tribe’s existing lands. In addition to providing revenues to improve existing lands, the proximity of the Parcel to the Tribe’s Huron Charter Township lands will make the latter more valuable to the Tribe because the Tribe will have a combined larger land base on which tribal activities can take place, facilitating the delivery of services to the thousands of enrolled members who reside in southeastern Michigan.

Many tribal members have moved to the southern portion of the State to seek employment opportunities, often as the direct result of relocation efforts sponsored by the Bureau of Indian Affairs. Many of those members are in serious need of tribal services and employment opportunities. The Parcel, particularly taken together with other tribal lands located nearby, will provide both economic means and a geographic base to enable the Tribe to address the health, educational, welfare, and cultural needs of these members. At the present time, the Tribe lacks the resources to provide any meaningful direct services to the thousands of its tribal members who live in southeastern Michigan and in other downstate communities. Commercial development of the land will also enhance the Tribe’s economic self-sufficiency, which is the express, eponymous purpose of the Self-Sufficiency Fund and which is a shared priority of both the Tribe and the federal government in this time of declining federal resources. *See also* H.R.

**Sault Ste. Marie Tribe of Chippewa Indians  
Submission for Mandatory Fee-to Trust Acquisition  
The “Sibley Parcel,” Huron Charter Township, Michigan**

Rep. 105-352, at 8 (1997) (statute “provides for the creation and operation of a self-sufficiency fund by the Sault Ste. Marie Tribe”).

Given these anticipated benefits, the acquisition is also independently justified under Section 108(c)(4) of MILCSA as an expenditure for “educational, social welfare, health, cultural, or charitable purposes which benefit members of the Sault Ste. Marie Tribe.” The acquisition of the Parcel will provide a land base for the thousands of tribal members who live in southeastern Michigan and other downstate communities, will facilitate the delivery of services to those tribal members, will generate revenues necessary for the provision of social services, and will create hundreds of jobs for those members. The Tribal Board of Directors was well aware of these ramifications when it authorized the purchase of the Parcel. *See* Ex. 3 (Tribal Resolution) (mandating that portions of the revenues generated from the land be set aside to support specific social programs for elders, scholarships, and other social welfare purposes, to serve and benefit its membership in southeastern Michigan).

### **III. CONCLUSION**

The Tribe requests that the Secretary promptly accept the Parcel in trust, as required by Section 108(f) of MILCSA.

**Contact:**

John Wernet  
General Counsel  
Sault Ste. Marie Tribe of Chippewa Indians  
423 Ashmun St.  
Sault Ste. Marie, MI 49783  
Main: 906-635-6050  
Direct: 906-635-8638  
Email: [jwernet@saulttribe.net](mailto:jwernet@saulttribe.net)

**EXHIBIT 1**

**PURCHASE AGREEMENT**

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into this 21<sup>st</sup> day of February, 2014 (the "Effective Date") by and between Sibley Investors, LLC, a Michigan limited liability company, with offices located at 3487 S. Linden Rd., Flint, Michigan 48507 ("Seller") and The Sault Ste. Marie Tribe of Chippewa Indians, a federally-recognized Indian tribe, with an address of 523 Ashmun Street, Sault Ste. Marie, MI 49783 ("Purchaser").

Whereas, on June 11, 2013, the Purchaser and Seller entered into an Assignment of Purchase Agreement, under which the Purchaser assigned to Seller the right to acquire the Property (as defined below) subject to, however, an agreement on the part of Seller to enter into a new purchase agreement with Purchaser regarding the acquisition of Property by Purchaser;

Whereas, the parties intend that this Agreement is the new purchase agreement contemplated by the Assignment and supersedes all previous agreements between the parties regarding the Property,

In consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY:** Seller agrees to sell and Purchaser agrees to purchase certain real property commonly known as 36181 Sibley Road, New Boston, Michigan, comprising approximately 71 acres of land (PP#s 75-032-99-0006-000, 75-032-99-0007-000, 75-029-99-0023-000 and 75-029-99-0014-000) and legally described in the attached Exhibit A together with Seller's interest in any improvements, easements, covenants, and other rights appurtenant to such land ("Property") for the price and on the terms set forth in this Agreement.

2. **PURCHASE PRICE:** The purchase price for the Property shall be Nine Hundred Fifty Thousand Dollars(\$950,000.00) as adjusted pursuant to Section 8.

3. **EARNEST MONEY DEPOSIT:** Upon execution of this Agreement, Purchaser shall make an earnest money deposit in the amount of \$10,000 ("Earnest Money"). The Earnest Money shall be held in a non-interest bearing escrow account by First American Title (the "Title Company").

4. **CONTINGENCIES:** Purchaser shall promptly use its best efforts to meet the following contingency described in this Paragraph 4. The contingency shall be deemed satisfied or waived unless Purchaser provides written notice to Seller of the failure of the applicable contingency within the time period described below. Purchaser's obligation to purchase the Property shall be subject to and contingent upon:

A: This offer is subject to and contingent upon the satisfactory performance of commitments made by JLLJ Corporation to the Sault Ste. Marie Tribe of Chippewa Indians and/or to the Kewadin Casinos Gaming Authority under the terms of a certain Turn-Key Facility Development Agreement entered into on November 19, 2009 and subsequently amended and restated on December 19, 2011.

**CONTINGENCYREMOVAL.** The undersigned Purchaser does hereby remove the contingency regarding the performance of commitments under the above-referenced turn-key

development agreement and does now consider this to be a firm agreement, with all other stipulations remaining the same:

Date: \_\_\_\_\_ Authorized Representative: \_\_\_\_\_

5. **CLOSING:** The sale shall be closed (the "Closing") on a date mutually agreeable to the parties, but not later than June 30, 2014, unless the Inspection Period is extended pursuant to Section 10, in which case the Closing shall occur within 21 days of the expiration of the Inspection Period; provided, however, the Closing Date may be extended for an additional three (3) months, if prior to the Closing Date, Purchaser deposits with Title Company an additional Earnest Money deposit of \$10,000.00 for such extension. Said additional Deposit shall be non-refundable but shall be applied to the Purchase Price. The Closing shall take place at a mutually agreeable location or, alternatively, at the offices of the Title Company. The Purchase Price, less the Earnest Money, and plus or minus prorations and closing adjustments as set forth in this Agreement, is due at the Closing of this transaction and shall be paid to Seller on Closing. Seller shall deliver possession of the Property to Purchaser at Closing free from any then existing occupants. The acceptance by Purchaser of the delivery of the Deed at Closing shall be, and be deemed to be, full performance and discharge of every agreement and obligation (either express or implied) on the part of Seller to be performed pursuant to this Agreement. The failure to timely close this transaction by June 30, 2014 (unless such deadline is extended hereunder) shall result in automatic termination of this Agreement, subject only to those sections which expressly survive termination.

6. **CLOSING DOCUMENTS:**

A. At Closing, Seller shall:

- (1) Deliver to Purchaser a duly executed and acknowledged Warranty Deed delivering marketable title for the Property in recordable form ("Deed"); and
- (2) Execute all other documents that are reasonably customary to close the transaction in accordance with the terms and conditions of this Agreement.

B. At Closing, Purchaser shall:

- (1) Pay the Purchase Price, as modified by proration and adjustments, if any, to the Seller, and
- (2) Execute such other and further documents necessary to close this transaction in accordance with the terms and conditions of this Agreement.

7. **SALES EXPENSES TO BE PAID IN GOOD FUNDS AT OR PRIOR TO CLOSING:** At Closing, Seller and Purchaser shall pay sales expenses as follows:

A. **SELLER'S EXPENSES:** The title insurance premium, state and county transfer taxes, and other expenses stipulated to be paid by Seller under provisions of this Agreement.

B. **PURCHASER'S EXPENSES:** All recording costs of the Deed, any closing fee, any escrow fee, and any expenses stipulated to be paid by Purchaser under the provisions of this Agreement. In the event Purchaser elects to obtain a loan in connection with this transaction, Purchaser shall bear the cost of any and all expenses associated therewith.

8. **PRORATIONS AND ADJUSTMENTS:** The Purchaser shall reimburse Seller for all costs reasonably incurred and paid by the Seller for acquiring, holding, developing, and maintaining the Property prior to the date of Closing including those costs set forth in Exhibit B, attached, and such

additional costs as may reasonably be incurred by Seller prior to closing. Seller shall identify and present any such additional costs to Purchaser at least one week prior to the date set for Closing. Such costs include but are not limited to the following, to the extent that such costs are not already reflected in Exhibit B:

A. Purchaser shall reimburse Seller for all necessary utility services billed to and paid by the Seller prior to the date of Closing. Purchaser shall be responsible for the costs of all utility services due and payable on or after the date of Closing. Purchaser shall make arrangements to transfer all utilities to the name of Purchaser as of the date of Closing and shall make any necessary utility deposits.

B. Purchaser shall reimburse Seller for all real estate taxes on the Property that have been billed to and paid by the Seller prior to the date of Closing. Purchaser shall be responsible for the payment of all real estate taxes that are due and payable on or after the date of closing.

C. Purchaser shall reimburse the Seller for any special assessments that have been billed to and paid by the Seller prior to the date of Closing. Purchaser shall be responsible for the payment of all special assessments that are due and payable on or after the date of closing.

D. Purchaser acknowledges that there may be a pending property tax appeal for the Property that was initiated by the Seller. Seller shall be permitted to continue with that appeal, at its expense, and all proceeds derived from that appeal, net of expenses of prosecuting, shall belong to Purchaser.

E. The covenants and agreements set forth in this Section 8 shall survive the Closing.

9. TITLE INSURANCE: Within fifteen (15) days after the Effective Date, Seller shall deliver to Purchaser a commitment for an ALTA Owners Title Insurance Policy issued by the Title Company in the amount of the Purchase Price. Purchaser shall have thirty (30) days from the date the commitment is delivered to give written notice to Seller of any objections to title. Any objections not identified to Seller within such period shall be deemed waived by Purchaser. If Purchaser gives Seller written notice of objections, Seller shall have fifteen (15) days (or until such later date that the parties may agree upon) from receipt of the notice to cure the objection. If Seller cannot or does not cure Purchaser's objections within this time frame, Purchaser may (1) proceed to Closing and take title to the Property subject to the objection, in which case the objection shall be considered to have been waived by Purchaser; or (2) elect to terminate this Agreement, obtain a refund of the Earnest Money, and neither party shall have any further obligations hereunder. Seller shall have no obligation to cure any title defects.

10. INSPECTIONS AND ACCESS: Commencing on the Effective Date of this Agreement, Purchaser and its agents and contractors shall have until February 28, 2014, to complete, at Purchaser's sole cost and expense, any Inspections of the Property ("Inspection Period"). If Purchaser's Inspections and inquiries under this Section 10 disclose material deficiencies in the Property to which Purchaser objects, then Purchaser shall give Seller written notice of such objection(s). If Purchaser fails to provide written notice of such objection(s) to Seller prior to the expiration of the Inspection Period, then Purchaser shall be considered to have waived the objection(s). If written notice of the objection(s) is provided as designated herein, then Seller may: (1) elect to terminate the Agreement and promptly refund the Earnest Money to Purchaser; or (2) elect to cure the objection(s) to the reasonable satisfaction of Purchaser (a) prior to Closing or (b) within fifteen (15) days of the receipt of written notice from Purchaser regarding the objection(s), whichever is later. If Seller elects to cure, but subsequently refuses or is unable to cure the objection(s) within the time period specified herein, then Purchaser may: (1) proceed to Closing and take title to the Property subject to the objection(s), in which case the objection(s) shall be considered to have been waived by Purchaser; or (2) elect to terminate the Agreement, in which case Seller shall promptly return the Earnest Money to Purchaser and Seller shall have no further obligations to Purchaser under this Agreement.

Seller agrees to cooperate with Purchaser's request for access to the Property to conduct inspections during the Inspection Period. Access shall be coordinated through Seller. Purchaser shall not hold Seller liable for any and all claims, actions, demands, losses, costs, expenses (including actual attorneys' fees), damages, and/or liabilities with respect to any injury or damage to person or property caused by or attributable to the acts or omissions of Purchaser and/or its contractors, representatives, or other agents pursuant to this Section 10 or otherwise. The obligations of Purchaser set forth in this Section shall survive Closing or the earlier termination of this Agreement.

#### 11. DUE DILIGENCE:

A. Within three (3) days of the Effective Date of this Agreement, Seller shall deliver to Purchaser copies of Phase I Environmental Reports. Purchaser acknowledges that the Phase I Environmental Report dated September 28, 2012 by Applied Eco Systems, Inc., and any other due diligence materials provided by Seller to Purchaser in connection with this Agreement ("Due Diligence Materials"), are delivered to Purchaser for informational purposes only and Seller makes no representations or warranties of any kind, express or implied, with respect to the Due Diligence Materials. Purchaser shall rely on the Due Diligence Materials at its own risk. If this Agreement is terminated for any reason, then Purchaser shall promptly deliver to Seller all Due Diligence Materials in Purchaser's possession and Purchaser shall have no further interest in the Due Diligence Materials. Each Party expressly releases the other from and waives any and all claims against the other related to the Due Diligence Materials and any and all environmental liabilities whether such liability is imposed by statute, regulation, or ordinance or derived from common law. The obligations of the parties under this Section 11 shall survive the Closing or earlier termination of this Agreement.

B. If Purchaser is unsatisfied with the results of its due diligence investigation of the Property, then on or before the expiration of the Inspection Period, Purchaser may terminate this Agreement by giving written notice to Seller at any time before the expiration of the Inspection Period. Except as otherwise expressly provided in this Agreement, if Purchaser terminates this Agreement on or before the expiration of the Inspection Period, then the Title Company shall promptly return the Earnest Money to Purchaser.

12. CONFIDENTIALITY: All information obtained by Purchaser or Purchaser's agents, employees, or contractors ("Purchaser's Agents") from Seller or Seller's agents, employees, or contractors, or by reason of any inspection of the Property by Purchaser or Purchaser's Agents, including, but not limited to, any data, surveys, written reports, field notes, and drawings resulting from any inspection, survey, test or other inquiry (collectively, "Confidential information"), shall be held strictly confidential by Purchaser and Purchaser's Agents, subject only to mandatory disclosure pursuant to legal process. All inspections and tests performed on the Property by Purchaser or Purchaser's Agents shall be conducted in compliance with all federal, State, and local laws, orders, regulations, and ordinances. Purchaser shall indemnify and hold Seller harmless from any and all claims, actions, losses, liabilities, or damages resulting from any activity on the Property by Purchaser or Purchaser's Agents or any unauthorized disclosure of any Confidential Information. If this Agreement is terminated for any reason, (a) Purchaser shall promptly deliver to Seller all Confidential Information and all copies of the Confidential Information, (b) Purchaser and Purchaser's Agents shall have no further interest in the Confidential Information, and (c) Seller and Seller's assignees shall own and be entitled to utilize the Confidential Information in any manner, and no assignment or transfer document shall be required, this Agreement acting in lieu of any otherwise required or appropriate assignment or transfer document. The obligations of Purchaser under this Paragraph shall survive the Closing and any termination of this Agreement.



13. DEFAULT:

A. Unless otherwise provided for herein, if Purchaser fails to comply with the terms and conditions hereof, Seller may terminate this Agreement, in which event the Earnest Money shall be due and payable to Seller as its minimum liquidated damages. The parties agree that actual damages in the event of default are difficult to ascertain and further agree that the amount set forth as liquidated damages is a reasonable estimate of the damages to Seller in the event of Purchaser's default. Such sum is intended to be liquidated damages, and not a penalty.

B. If Seller defaults, Purchaser may, at its option, provided Purchaser is not then in default hereunder, terminate this Agreement, in which event the Earnest Money shall be due and payable to Purchaser as liquidated damages, which shall be Purchaser's sole and exclusive remedy. Purchaser acknowledges and agrees that under no circumstances shall Seller be liable for Purchaser's damages, consequential, actual, punitive, speculative, or otherwise. Seller shall terminate marketing of the Property during the Inspection Periods and shall not accept any back up offers for the sale of the Property.

14. REPRESENTATIONS, WARRANTIES AND COVENANTS OF PURCHASER: Purchaser represents, warrants and covenants to Seller as follows:

A. Purchaser is a sophisticated purchaser and has reviewed all materials relating to the Property and/or had all such materials reviewed by its own experts and consultants.

B. Purchaser acknowledges that it is purchasing the Property on an "AS-IS/WHERE-IS" basis with no warranties of any kind, express or implied, either oral or written, made by Seller or any agent or representative of Seller, of any nature, including without limitation, any representations or warranties regarding the fitness of the Property for a particular use, compliance with any laws, rules, regulations or ordinances, the existence or absence of hazardous substances in, on, under or affecting the Property or the groundwater, and any other matters pertinent to the Property. Any repairs or improvements which must be made are the responsibility of the Purchaser. Purchaser represents and warrants to Seller that Purchaser will inspect the entire Property to Purchaser's full satisfaction prior to Closing and, upon Closing, shall accept the Property "AS-IS/ WHERE IS", releasing Seller from and waiving all claims against Seller, for any and all liabilities and damages related to the condition of the Property, whether such liabilities or damages are imposed by statute, regulation, ordinance or derived from common law. The release and waiver shall survive the Closing.

C. If there is any personal property located at the Property, Purchaser acknowledges that it is Purchaser's responsibility to determine if any third-parties may allege any interest in such personal property, and that Seller has not made any warranties about such personal property or the title to such personal property. Any such personal property is delivered "AS-IS/ WHERE IS". It is not the intent of Seller to convey an interest in any property which it does not have the right to convey, nor is it the intent of the Purchaser to accept any interest in any property which Seller does not have the right to convey. If any third party asserts and is able to demonstrate that it has a lawful superior interest in any personal property, Purchaser and Seller agree that such property may be turned over to that party. Purchaser has all requisite power and authority to consummate the transaction contemplated by this Agreement and has by proper proceedings duly authorized the execution and delivery of this Agreement and the consummation of the transaction contemplated hereby.

D. This Agreement, when executed and delivered by Purchaser and Seller, will constitute the valid and binding agreement of Purchaser enforceable against Purchaser in accordance with its terms.

E. To Purchaser's knowledge, neither the execution and delivery of this Agreement, nor the consummation of the transaction contemplated hereby will violate or be in conflict with (i) any applicable provisions of law, (ii) any order of any court or government agency having Jurisdiction over the Purchaser, or (iii) any agreement or instrument to which Purchaser is a party or under which Purchaser is bound.

F. There are no actions, suits, claims, or other proceedings pending or, to the best of Purchaser's knowledge, contemplated or threatened against Purchaser that could affect Purchaser's ability to perform its obligations under this Agreement.

G. Purchaser has sufficient funds available to consummate the closing of the transaction described in this Agreement.

H. From the Effective Date of this Agreement, Purchaser covenants to Seller that, in addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered by Purchaser, the Purchaser shall perform, execute, and deliver or cause to be performed, executed, and delivered at, prior to, or after the Closing, any and all further reasonable acts, deeds, and assurances as Seller or the Title Company may reasonably require in order to consummate the transactions contemplated herein.

15. Seller represents, warrants and covenants to Purchaser as follows:

A. Seller is, and at Closing will be, the sole entity holding title to the Property.

B. Seller is a corporation duly formed and validly existing in the State of Michigan. This Agreement has been duly authorized and executed by Seller and is a valid and binding obligation of, and is enforceable, in accordance with its terms, against Seller. The documents delivered to Purchaser at Closing will be duly authorized and executed by Seller and will be a valid and binding obligation of, and will be enforceable in accordance with their terms against, Seller.

C. From the Effective Date of this Agreement, Seller covenants to Purchaser that, in addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered by Seller, the Seller shall perform, execute, and deliver or cause to be performed, executed, and delivered at, prior to, or after the Closing, any and all further reasonable acts, deeds, and assurances as Purchaser or the title company may reasonably require in order to consummate the transactions contemplated herein.

16. CONDEMNATION: If, prior to the Closing, condemnation proceedings are commenced against any material portion of the Property (except for road widening), Purchaser may, at its option, terminate this Agreement by written notice to Seller within ten (10) days after Purchaser is advised of the commencement of such condemnation proceedings and the Earnest Money shall be refunded to Purchaser with no other obligation of Seller to Purchaser pursuant to this Agreement, or Purchaser shall have the right to proceed to consummate the purchase of the Property, in which event Purchaser may appear and defend any such condemnation proceedings, and any award in condemnation shall become the property of Purchaser and the Purchase Price shall not be reduced.

17. RISK OF LOSS: Seller shall bear the risk of loss or damage to the Property from fire or other casualty until Closing. In the event of damage to or destruction of the Property by fire or other casualty prior to Closing, Purchaser or Seller may, at its option, within fifteen (15) days after notice thereof but in no event later than the date of Closing, either (1) terminate this Agreement and all rights and obligations hereunder; in which event the Earnest Money shall be returned immediately to Purchaser and Seller shall have no further obligation to Purchaser pursuant to this Agreement; or (2) negotiate a credit to be issued by Seller to Purchaser and elect to proceed with the purchase of the Property. After Closing, the risk of loss shall be and is assumed by the Purchaser. Seller shall retain Seller's insurance at all times prior to Closing, and it shall be the obligation of Purchaser to procure Purchaser's own policies of insurance to be effective on and after the date of Closing. Under no circumstance will Seller be obligated to turn over to Purchaser any insurance proceeds.

18. BROKER COMMISSIONS: Intentionally omitted.

19. NOTICE: Any notice pursuant to this Agreement shall be given in writing and, any laws to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served by mailing the same to the other party by certified mail, return receipt requested, or by overnight nationally-recognized courier service, provided a receipt is required, or prepaid facsimile transmission (provided the receipt of such facsimile transmission is confirmed), to the designated address provided below or at such other address as other party may from time to time designate by notice given to the other. The date of receipt of the notice or demand shall be deemed the date of the service thereof (unless the notice or demand is not received or accepted in the ordinary course of business, in which case the date of mailing shall be deemed the date of service thereof). Notices shall be sent:

If to Seller: Sibley Investors, LLC  
3487 S. Linden Rd.  
Flint, Michigan 48507

With a copy to: Neil Silver, Esq  
Porritt Keeskes Silver & Gadd  
621 Main Street  
Plymouth, MI 48170

If to Purchaser: Sault Ste. Marie Tribe of Chippewa Indians  
523 Ashmun Street  
Sault Ste. Marie, MI49783  
Attention: Office of the Chairperson

With a copy to: Sault Ste. Marie Tribe of Chippewa Indians  
523 Ashmun Street  
Sault Ste. Marie, MI49783  
Attention: Office of the General Counsel

Either party may, by written notice to the other, change the address to which notices are to be sent. Unless otherwise provided herein, all notices shall be deemed given when personal delivery is effected or when deposited in any branch, station, or depository maintained by the U.S. Postal Service, the express mail service or overnight courier within the United States of America, except that a notice of a change of address shall be deemed given when actually received. Seller's affidavit of the date and time of deposit in

a mailbox or with the express mail service or the postmark, whichever is earlier shall constitute evidence of the effective date when the notice has been given.

20. NO RECORDING: Neither this Agreement nor any type of memorandum thereof shall be recorded with the office of the Register of Deeds or with any other governmental agency, and any purported recordation or filing hereof by Purchaser shall constitute a default on the part of Purchaser.
21. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior understandings, representations (if any), and agreements. There are no representations, agreements arrangements or understandings oral or written between the parties relating to the subject matter contained in this Agreement which is not fully expressed or referred to herein.
22. SUCCESSORS AND ASSIGNS: This Agreement and all of its provisions shall be binding upon, shall inure to the benefit of, and shall be enforceable by and against the successors and permitted assigns of the Seller.
23. SEVERABILITY: If any clause or provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction as against any person or under any circumstances, the remainder of this Agreement and the applicability of any such clause or provision to other persons or circumstances shall not be affected thereby. All other clauses or provisions of this Agreement, not found invalid or unenforceable, shall be and remain valid and enforceable.
24. TIME AND DATE OF PERFORMANCE: Time is of the essence in this Agreement. If any date for performance hereunder falls on a Saturday, Sunday or other day which is a federal holiday or holiday under the laws of the state in which the Property is located, the date for such performance shall be the next succeeding business day.
25. STRICT COMPLIANCE: Any failure by either party to insist upon strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches that may occur, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by the other of any and all of the provisions of this Agreement.
26. GOVERNING LAW: Subject to Section 33 below, the provisions of this Agreement shall be governed by, and construed and enforced in accordance with the laws of the state of Michigan without regard to the principles of the conflicts of laws of the state of Michigan.
27. WAIVER OF JURY TRIAL: Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, connected with, or relating to this Agreement or the relationship created hereby. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.
28. ATTORNEYS' FEES: A party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or with respect to this Agreement or the transaction contemplated hereby shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.
29. NO ORAL CHANGES: This Agreement may be modified or amended only by a written instrument executed by the parties hereto.

30. NO PRESUMPTION REGARDING DRAFTING: It is acknowledged and presumed that the substance and form of this Agreement have been fully reviewed and negotiated by the parties hereto and approved as to form by them (and if they choose to retain counsel, then by their respective counsel). It is further acknowledged and agreed that no presumption shall exist against either party hereto by virtue of this Agreement being considered to have been drafted by counsel for either party thereto.

31. MISCELLANEOUS:

A. A reference in this Agreement to any one gender, masculine, feminine, or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context requires otherwise.

B. The term "herein", "hereof" or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to paragraphs, subparagraphs, or other provisions are references to paragraph, subparagraphs, or other provisions of this Agreement.

C. The captions in this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.

32. COUNTERPARTS: This Agreement may be executed in multiple counterparts all of which when taken together shall constitute a binding agreement between the parties hereto. For purposes of executing this Agreement, a document signed and transmitted electronically or by facsimile shall be treated as an original document. The signature of any party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document. At the request of either party, any facsimile document shall be re-executed by both parties in original form. This Section does not supersede the requirements of the "Notices" Section.

33. GOVERNING LAW AND WAIVER OF TRIBAL IMMUNITY

- a. Governing Law. The Purchaser and the Seller agree that any dispute arising out of or in connection with this Agreement shall be resolved first pursuant to applicable federal law; second, pursuant to applicable state law; and third, pursuant to the applicable laws of the Purchaser if no state or federal law applies. The parties designate the United States District Court for the Eastern District of Michigan as the forum for any litigation arising out of or relating to this Agreement. Notwithstanding the foregoing, as any dispute to which the Uniform Commercial Code would apply, that Code, as adopted by the State, shall apply.
- b. Waiver of Tribal Immunity. Subject to the provisions of Subsection c, the Purchaser hereby expressly and irrevocably waives the jurisdiction of any courts of the Purchaser and expressly and irrevocably provides a limited waiver of its sovereign immunity from suit and consents to suit by the Seller for the limited purpose of enforcement of this Agreement. The Purchaser, upon request from the Seller, shall execute and deliver such documentation as the Seller shall reasonably require for the purpose of verifying the effectiveness of the Purchaser's waiver of its sovereign immunity pursuant to the terms and provisions of this Agreement.
- c. Procedural Requirements. The Purchaser's waiver of its sovereign immunity to unconsented suit is effective if, and only if, each and every one of the following conditions is met:

- i. The claim is made by Seller on its own behalf and not by any other person, corporation, partnership or entity, whatsoever;
  - ii. The claim alleges a breach by the Purchaser of one or more specific obligations or duties assumed pursuant to the terms and provisions of this Agreement;
  - iii. The claim seeks specific performance of this Agreement and/or injunctive relief related to the claimed noncompliance, and no other remedy.
- d. Time Period. The waiver granted by this section shall commence on the Effective Date of this Agreement and shall continue for the longer of one (1) year following the termination of this Agreement pursuant to and in accordance with the terms and provisions hereof, or two (2) years after the claim accrues or is discovered upon the exercise of due diligence, except that the waiver shall remain effective for the duration of any proceedings then pending and for the duration of all appeals from any such pending proceedings.
- e. Enforcement. The Purchaser expressly waives sovereign immunity from a judgment or order consistent with the terms and provisions of this Section which is final because either the time for appeal thereof has expired or an order is issued by a court having final appellate jurisdiction over the matter. The Purchaser waives its sovereign immunity in, and consents to the jurisdiction of, to be sued in and to accept and be bound by any order of the United States District Court for the Eastern District of Michigan and any federal court having appellate jurisdiction over that court, consistent with the terms and provisions of this Section, without the necessity of exhaustion of Tribal remedies. Further, the Purchaser waives its sovereign immunity as to an action by Seller in the aforementioned courts seeking injunctive and/or declaratory relief against Purchaser based upon an attempt by the Purchaser to revoke, limit, restrict or in any way amend its waiver of its sovereign immunity under this Agreement, and as to enforcement in said courts of any such final judgment against the Purchaser, subject to the limitations in this Agreement.
- f. Expenses of Judicial Enforcement. Except as may be ordered by a court of competent jurisdiction, each Party shall bear their own respective costs and expenses, including, without limitation reasonable attorneys' fees, incurred in connection with any judicial proceedings authorized under this Agreement. The Purchaser and the Seller expressly agree that this provision shall survive the termination, for any reason, or expiration of this Agreement.
- g. Guaranty of Purchaser. The Purchaser agrees that it will not revoke or limit, in whole or in part, the limited waiver of sovereign immunity contained in this Agreement. In the event of any such revocation or attempted revocation, the Purchaser and the Seller expressly recognize and agree that there remains no adequate remedy at law available to the Seller and the Purchaser hereby consents to and will not oppose the entry of appropriate injunctive relief, consistent with the terms and conditions of this Agreement, against the Purchaser which may be necessary to give effect to the waiver of sovereign immunity contained in this Section. In the event of any attempted limitation or revocation of the limited waiver of sovereign immunity granted herein, the Seller may immediately seek judicial injunctive relief as provided in this Section without first complying with any of the prerequisites contained in this Section to the limited waiver of sovereign immunity granted herein.

IN WITNESS WHEREOF, the undersigned have signed this Assignment on the day and year first above written.

SELLER:

Sibley Investors, LLC.

By: 

Winfield L. Cooper III

Its: Manager

Dated: 3-7-14

PURCHASER:

SAULT STE. MARIE TRIBE OF CHIPPEWA  
INDIANS

By: 

Honorable Aaron Payment  
Tribal Chairperson

Dated: 2-21-14

## Exhibit A

## HURON TOWNSHIP SITE LEGAL DESCRIPTIONS:

SIDWELL # 75 032 99 006 000:

THAT PART OF THE S E FRAC $\frac{1}{4}$  OF FRAC $\frac{1}{4}$  SEC 8 DESCRIBED AS BEG AT A POINT ON THE E AND W  $\frac{1}{4}$  LINE OF SAID SEC DISTANT S 88D 15M 46SEC E 339.03 FT FROM THE CENTER  $\frac{1}{4}$  COR OF SEC 8 AND PROCEEDING TH S 88D 15M 46SEC E ALONG SAID LINE 408.30 FT TH S 38D 4M 14SEC W 601.64 FT TO THE CENTER OF HURON RIVER DRIVE TH N WLY ALONG SAID CENTER LINE ON A CURVE CONCAVE TO THE S W RADIUS 884.58 FT A DISTANCE OF 124.27 FT AND N 70D 03M 10SEC W 22.29 FT TH N 13D 06M 01SEC E 438.07 FT TO THE POB.

SIDWELL # 75 032 99 007 000:

THAT PART OF THE S E FRAC $\frac{1}{4}$  OF FRAC $\frac{1}{4}$  SEC 8 DESCRIBED AS BEG AT A POINT ON THE E AND W  $\frac{1}{4}$  LINE OF SAID SEC DISTANT S 88D 15M 46SEC E 747.33 FT FROM THE CENTER  $\frac{1}{4}$  COR OF SEC 8 AND PROCEEDING TH S 88D 15M 46SEC E ALONG SAID LINE 708.84 FT TH S 49D 7M 35SEC W 1052.56 FT TO THE CEN LINE OF HURON RIVER DR TH N 40D 42M 25SEC W ALONG SAID CEN LINE 35.04 FT AND ON A TANGENT CURVE TO THE LEFT RAD 884.58 FT A DISTANCE OF 328.80 FT TH N 38D 14M 14 SEC E 601.64 FT TO THE POB.

SIDWELL # 75 029 99 0014 000:

THAT PART OF THE N W  $\frac{1}{4}$  OF THE N E  $\frac{1}{4}$  OF SEC 8 T4S R9E DESCRIBED AS BEG AT A POINT ON THE S LINE OF SIBLEY RD DISTANT N 88D 48M E 45.70 FT AND S 1D 11M E 60 FT FROM THE N  $\frac{1}{4}$  COR OF SEC 8 AND PROCEEDING TH N 88D 48M E ALONG SAID S LINE 757.78 FT TH S 1D 1M E 1237.69 FT TH S 89D 34M W 802.49 FT TO THE N & S  $\frac{1}{4}$  LINE OF SEC 8; TH N 1D 14M 30SEC W ALONG SAID LINE, 423.10 FT; TH N 35D 44M E 75.00 FT; TH N 1D 11M W 743.80 FT TO THE POB EXC THE NELY 3.60 AC THEREOF ACQUIRED BY MICHIGAN STATE HWY DEPT.

SIDWELL # 75 029 99 0023 000:

THE S W  $\frac{1}{4}$  OF THE N E  $\frac{1}{4}$  OF SEC 8 T4S EXCEPT THE N ELY PART THEREOF DEEDED TO THE STATE HIGHWAY COMMISSION AND RECORDED IN LIBER 16480 OF DEEDS PAGE 792 ALSO THAT PART OF SEC 8 DESCRIBED AS BEG AT THE CENTER  $\frac{1}{4}$  COR OF SEC 8 AND PROCEEDING TH N 0D 11M 30 SEC E ALONG THE N AND S  $\frac{1}{4}$  LINE OF SAID SEC 1285.38 FT TH N 89D 00M W 25.50 FT TO THE E LINE OF THE PERE MARQUETTE R R RIGHT OF WAY TH S 0D 11M 29SEC W ALONG SAID E LINE 1626.21 FT TO THE CENTER LINE OF HURON RIVER DR TH S 70D 03M 10SEC E ALONG SAID CENTER LINE 283.06 FT N 13D 06M 01SEC E 438.07 FT TO THE E AND W  $\frac{1}{4}$  LINE OF SEC 8 TH N 88D 15M 46SEC W 339.03 FT POB.



## Exhibit B

Sibley Investors LLC

## Pro Forma Calculation of Purchase Price

Date Invoice/Check No.	Vendor	Description	Amount
8/7/2013	Porrill, Kecskes, Silver & Gadd	Phone calls, review agreements	1,045.00
8/27/2013	Bollinger Appraisal Co. Sibley	Appraisal	3,500.00
9/6/2013	Porrill, Kecskes, Silver & Gadd	Phone calls/ emails, review title work/closing	2,502.50
9/24/2013	Real Estate Peabody Insurance	Additional premium policy change	171.00
9/3/2013	Donald Sinclair	1/2 Aug + Sept lawn care	900.00
09/30/13 1164/20798	Peabody Insurance	Quarterly insurance premium	4,281.00
10/07/13 None/20766	Donald Sinclair	Brush cutting/hand weeding	905.00
10/25/13 None/20784	Donald Sinclair	Oct lawn/brush/weeds/cdn up	1,960.00
10/30/13 None/20815	DTE Energy	8/19-10/30 gas/electric (adjusted in Dec)	1,686.45
11/15/13 None/20899	Rhoads & Johnson	Architectural drawings (Total job , = \$24,500)	5,000.00
11/25/13 D8064L120887	State of Michigan	LLC Annual Statement	25.00
11/27/13 None/20881	DTE Energy	8/19-11/20 gas/electric	4,088.24
12/01/13 None/	Huron Township Treasurer	Winter 2013 Prop Tax #82 75 029 99 0014 000	4,463.16
12/01/13 None/	Huron Township Treasurer	Winter 2013 Prop Tax #82 75 029 99 0023 000	18,289.51
12/01/13 None/	Huron Township Treasurer	Winter 2013 Prop Tax #82 75 032 99 0006 000	695.21
12/01/13 None/	Huron Township Treasurer	Winter 2013 Prop Tax #82 75 032 99 0007 000	1,894.56
12/10/13 None/20891	Donald Sinclair	November property maintenance	600.00
1/2/2014	DTE Energy	11/20-12/20 gas/electric	892.07
1/22/2014	Donald Sinclair	December-January property maintenance	1,400.00
2/3/2014	DTE Energy	12/20-1/24 gas/electric	956.14
2/4/2014	Porrill, Kecskes, Silver & Gadd	Review - mail about title work/environmental	275.00
2/11/2014	Peabody Insurance	Down payment on insurance policy package	8,147.83
2/13/2014	Applied Ecosystems, Inc	Phase I Environmental Site Assessment	1,000.00
8/15/2013	Peabody Insurance	Hazard Insurance	4,110.00
8/15/2013	Costs per Closing Statement	(=\$1,120,000 - \$950,000)	170,000.00
		Total costs through 2/13/14	238,787.67
		Plus Purchase Price	950,000.00
		Pro forma Purchase Price as of 2/13/14	1,188,787.67

**EXHIBIT 2**

**TITLE COMMITMENT AND PROPOSED WARRANTY DEED**

Policy or Policies issued pursuant to this commitment are underwritten by:

## First American Title Insurance Company

### SCHEDULE A

Commitment No.: 653223  
2014 Patty Meadows

Revision A Date Printed: March 24, 2014

1. Effective Date: December 11, 2013 @ 8:00 AM

2. Policy or Policies to be issued:	Policy Amount
(a) ALTA Owners Policy (6-17-06)	\$1,000,000.00

Proposed Insured:

The Sault Ste. Marie Tribe of Chippewa Indians, a federally recognized Indian Tribe

Policy or Policies to be issued:	Policy Amount
(b) ALTA Loan Policy (6-17-06)	

Proposed Insured:

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:  
Sibley Investors, LLC, a Michigan limited liability company

4. The land referred to in this Commitment, situated in the County of Wayne, Township of Huron, State of Michigan, is described as follows:

(SEE EXHIBIT A LEGAL DESCRIPTION)

Vacant & 36330 Huron River Drive, 36181 Sibley Road New Boston MI



Issued By: First American Title Insurance Company  
For questions regarding this commitment contact;  
(248)540-4102 or fax to (866)550-1079  
100 Bloomfield Hills Parkway, Suite 195  
Bloomfield Hills, MI 48304

First American Title Insurance Company  
100 Bloomfield Hills Parkway  
Bloomfield Hills, MI 48304

## Schedule B – Section I REQUIREMENTS

Commitment No.: 653223

### *General Requirements*

The following requirements must be met:

- a. Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- b. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- c. Pay us the premiums, fees and charges for the policy.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
- e. Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

### *Specific Requirements*

Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded:

1. Discharge(s) of the Mortgage(s) excepted on Schedule B - Section II. In the event any lien to be paid, satisfied and released of record is an Equity Line or Future Advance Mortgage, we require a written payoff request authorized and signed by the Mortgagor to the Lender requesting the payoff amount and instructing the Lender, upon receipt of the request, to freeze the account, make no further advances and to record a Discharge of Mortgage upon receipt of payoff funds. Prior to or at closing, submit an Affidavit by seller attesting that seller has made no withdrawals by check, draft, electronic transfer or otherwise that would increase the balance due since the provision of a payoff amount for the account.
2. Submit a copy of the operating agreement of Sibley Investors, LLC, a Michigan limited liability Company. Further requirements may be made upon review of the operating agreement.
3. Provide satisfactory evidence of the authority of the person or persons authorized to execute the Deed on behalf of Sibley Investors, LLC, a Michigan limited liability company.
4. Warranty Deed from owner named on Schedule A to the party to be insured.
5. Application has been made for the issuance of Owner's policy without standard exceptions. such policy will be issued upon receipt of the following:
  - a) A fully executed Owner's affidavit which evidences there has been no work completed on the property within the last 90 days or, if work has been completed, a final sworn statement satisfactory to First American Title Insurance Company. Full unconditional waivers of lien must accompany such affidavit; and
  - b) An ALTA/ACSM survey or other survey satisfactory to First American Title Insurance Company which is certified to First American Title Insurance Company and the underwriter named in this commitment. Additional exceptions will be made for any easements, encroachments or other matters which may be disclosed by the survey.
6. Evidence satisfactory to the Company that Sault Ste Marie Tribe of Chippewa Indians ("Tribe") has granted, in accordance with tribal law a limited waiver of sovereign immunity which encompasses the proposed transaction and confirms that the Tribe does not prohibit title insurers from doing business on Indian lands or regulate the business of title insurance.

## Schedule B – Section II EXCEPTIONS

Commitment No.: 653223

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens encumbrances adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

### *Part One: General Exceptions*

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

### *Part Two: Specific Exceptions*

1. Mortgage in the original amount of \$950,000.00 executed by Sibley Investors, LLC, a Michigan limited liability company to Robert E. Cseplo, dated August 15, 2013, recorded August 30, 2013, in Liber 51037, page 504, as to both Parcels.
2. Terms and Conditions contained in Warranty Deed as disclosed by instrument recorded in Liber 23991, page 447, as to both Parcels.
3. Highway Easement Release in favor of the State of Michigan and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 16480, page 784, Register #F237577, as to Parcel 1.
4. No direct rights of ingress and egress from and between I-275 Highway as disclosed by instrument recorded in Liber 16480, page 792, Register #F237583, as to Parcel 1.
5. No direct rights of ingress and egress from and between I-275 Highway as disclosed by instrument recorded in Liber 16795, page 646, Register #F322889, as to Parcel 2.
6. Terms and Conditions contained in Easement for Ingress and Egress as disclosed by instrument recorded in Liber 33044, page 190, as to Parcel 2.
7. Terms and Conditions contained in Signage Easement as disclosed by instrument recorded in Liber 33044, page 198, as to Parcel 2.
8. Detroit Edison Underground Easement (Right of Way) in favor of The Detroit Edison Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 36006, page 409, as to both Parcels.
9. Rights of the railroad company servicing the railroad siding located on insured premises in and to the ties, rails and other properties constituting the railroad siding or in and to the use thereof, and also rights of others thereto entitled in and to the use thereof.

- Case 1:18-cv-02035-TNM Document 1-2 Filed 08/30/18 Page 30 of 56
10. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
  11. Rights of tenants, if any, under any unrecorded leases.
  12. Lien for outstanding water or sewer charges, if any.
  13. All Taxes paid to and including 2012  
2013 Summer Taxes PAID in the amount of \$2,033.77  
2013 Winter Taxes DUE in the amount of \$695.21  
Tax Item No. 75-032-99-0006-000, as to Parcel 1
  14. All Taxes paid to and including 2012  
2013 Summer Taxes PAID in the amount of \$5,542.26  
2013 Winter Taxes DUE in the amount of \$1,894.56  
Tax Item No. 75-032-99-0007-000, as to Parcel 1
  15. All Taxes paid to and including 2012  
2013 Summer Taxes PAID in the amount of \$53,502.40  
2013 Winter Taxes DUE in the amount of \$18,289.51  
Tax Item No. 75-029-99-0023-000, as to Parcel 1
  16. All Taxes paid to and including 2012  
2013 Summer Taxes PAID in the amount of \$12,919.81  
2013 Winter Taxes DUE in the amount of \$4,463.16  
Tax Item No. 75-029-99-0014-000, as to Parcel 2

NOTE: If subject property is connected to public/community water or sewer, furnish a copy of the current bill to First American Title Insurance Company showing that all charges have been paid to date or the Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the date of the Policy.

## EXHIBIT A

## LEGAL DESCRIPTION

File No.: 653223

The land referred to in this Commitment, situated in the County of Wayne, Township of Huron, State of Michigan, is described as follows:

## PARCEL 1:

Part of the Northwest, Northeast, Southwest and Southeast 1/4 of Section 8, Town 4 South, Range 9 East, Huron Township, Wayne County, Michigan described as follows: Commencing at an iron pipe found at the Southwest corner of the Northeast 1/4 of said Section 8; thence South 88 degrees 15 minutes 46 seconds East 1310.78 feet along the South line of said Northeast 1/4 of Section 8 to a 5/8 inch capped iron rod set at the true Point of Beginning; thence South 88 degrees 15 minutes 46 seconds East 144.59 feet continuing along said South line to a 5/8 inch capped iron rod set; thence South 49 degrees 38 minutes 39 seconds West 1053.68 feet to a PK nail set on the centerline of Huron River Drive; thence North 40 degrees 41 minutes 16 seconds West 35.04 feet along said centerline of Huron River Drive to a PK nail set at a point of curve; thence on a curve to the left having a radius of 812.50 feet, through a central angle of 29 degrees 33 minutes 23 seconds and having a chord of North 55 degrees 27 minutes 57 seconds West, 414.50 feet for an arc distance of 419.13 feet continuing along said centerline to a PK nail set at a point of tangency; thence North 70 degrees 14 minutes 39 seconds West 330.87 feet continuing along said centerline to a PK nail set on the East Right-of-Way line of the C.S.X. Railroad; thence North 00 degrees 06 minutes 17 seconds West 1622.37 feet along said East Right-of-Way line to a 5/8 inch capped iron rod set on the South line of land owned by the State of Michigan; thence South 89 degrees 31 minutes 39 seconds East 1271.42 feet to a 5/8 inch capped iron rod set on the West Right-of-Way line of I-275; thence South 16 degrees 19 minutes 46 seconds East 145.98 feet along said Right-of-Way to a 5/8 inch capped iron rod set; thence South 04 degrees 47 minutes 14 seconds East 299.42 feet continuing along said Right-of-Way line to a 5/8 inch capped iron rod set; thence South 08 degrees 49 minutes 10 seconds East 51.19 feet continuing along said Right-of-Way line to a 5/8 inch capped iron rod set on the West line of land owned by The Michigan State Highway Commission; thence South 00 degrees 34 minutes West 809.59 feet along said West line to the Point of Beginning.

## Tax Item No(s):

75-032-99-0006-000

75-032-99-0007-000

75-029-99-0023-000

## PARCEL 2:

Part of the Northwest 1/4 of the Northeast 1/4 of Section 8, Town 4 South, Range 9 East, Huron Township, Wayne County, Michigan, described as follows: Commencing at an iron pipe found at the Northwest corner of said Northeast 1/4 of Section 8; thence South 89 degrees 57 minutes 11 seconds East 45.70 feet along the North line of said Northeast 1/4 of Section 8 and the centerline of Sibley Road to a point; thence South 00 degrees 04 minutes 23 seconds East 75.00 feet parallel with the West line of said Northeast 1/4 of Section 8 to a 5/8 inch capped iron rod set on the South Right-of-Way line of Sibley Road and the East Right-of-Way line of C.S.X. Railroad for a Point of Beginning; thence South 89 degrees 57 minutes 11 seconds East 369.52 feet along said South Right-of-Way Line being 75 feet South of and parallel with the North line of the Northeast 1/4 of said Section 8 to a 5/8 inch capped iron rod set on the West Right-of-Way line I-275; thence South 44 degrees 57 minutes 11 seconds East 183.85 feet along said West Right-of-Way Line to a 5/8 inch capped iron rod set; thence South 00 degrees 02 minutes 49 seconds West 216.88 feet continuing along said Right-of-Way line to a 5/8 inch capped iron rod set; thence South 25 degrees 27 minutes 13 seconds East 221.49 feet continuing along said Right-of-Way line to a 5/8 inch capped iron rod set; thence South 50 degrees 57 minutes 14 seconds East 210.70 feet continuing along said Right-of-Way line to a 5/8 inch capped iron rod set on the West line of land owned by the Michigan State Highway Commission; thence South 00 degrees 01 minutes 32 seconds East 543.07 feet along said West line to a 5/8 inch capped iron rod set at the Southwest corner of said land owned by the Michigan State Highway Commission; thence North 89 degrees 31 minutes 39 seconds West 802.49 feet to the West line of said Northeast 1/4 of Section 8 (1/2 inch Iron Pipe found 0.24 feet West); thence North 00 degrees 04 minutes 23 seconds West 427.72 feet along said West line to a 5/8 inch capped iron rod set on the East Right-of-Way line of the C.S.X. Railroad; thence North 35 degrees 39 minutes 23 seconds East 74.25 feet along said East Right-of-Way line to a 1/2 inch iron rod found; thence North 00 degrees 06 minutes 41 seconds East 728.42 feet continuing along said East Right-of-Way line to the Point of Beginning.

## PARCEL 2 ALSO DESCRIBED FOR TAX PURPOSES AS FOLLOWS:

Part of the Northwest 1/4 of the Northeast 1/4 of Section 8, Town 4 South, Range 9 East, Huron Township, Wayne County, Michigan, described as: Beginning at a point on the South line of Sibley Road distant North 88 degrees 48 minutes East 45.70 feet and South 01 degrees 11 minutes East 60 feet from the North 1/4 corner of Section 8 and

proceeding thence North 88 degrees 48 minutes East along said South line 757.78 feet; thence South 01 degrees 01 minutes East 1237.69 feet; thence South 89 degrees 34 minutes West 802.49 feet to the North and South 1/4 line of Section 8; thence North 01 degrees 14 minutes 30 seconds West along said line, 423.10 feet; thence North 35 degrees 44 minutes East 75.00 feet; thence North 01 degrees 11 minutes West 743.80 feet to the Point of Beginning, EXCEPT the Northeasterly 3.60 acres thereof, acquired by Michigan State Highway Department.

Tax Item No. 75-029-99-0014-000



**Commitment for Title Insurance****FIRST AMERICAN TITLE INSURANCE COMPANY.**

First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

First American Title Insurance Company



Dennis J. Gilmore  
President



Timothy Kemp  
Secretary

**CONDITIONS:**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim of other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

Issued by: **First American Title Insurance Company**

100 Bloomfield Hills Parkway, Suite 195

Bloomfield Hills, Michigan 48304

Ph: (248)540-4102 or Fax to: (866)550-1079



*First American Title*

#### **Privacy Information**

##### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

##### **Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

##### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

##### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

##### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

##### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

##### **Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

##### **Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

##### **Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

##### **Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**Sault Ste. Marie Tribe of Chippewa Indians  
Submission for Mandatory Fee-to Trust Acquisition  
The "Sibley Parcel," Huron Charter Township, Michigan**

**Exhibit 2b**

**(Proposed)\**

**WARRANTY DEED**

The Grantor, Sibley Investors, LLC, a Michigan limited liability company, whose address is 3487 S. Linden Rd., Flint, Michigan 48507, conveys and warrants to the Grantee, the Sault Ste. Marie Tribe of Chippewa Indians of Michigan, a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act, 25 U.S.C. § 476, the premises situated in the Charter Township of Huron, County of Wayne, State of Michigan, described as follows:

(See Exhibit A Legal Description and property tax identification numbers)

for the full consideration of [SEE REAL ESTATE TRANSFER TAX AFFIDAVIT] which Grantor has received and acknowledged to be sufficient, subject to easements, rights-of-way, restrictions and servitudes of record.

The Grantor grants to the Grantee the right to make all of the divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate notice, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

Signed by:

Sibley Investors, LLC

By: \_\_\_\_\_  
Winfield L. Cooper III \

Its: Manager

STATE OF MICHIGAN                    )  
  )ss.  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014 by Winfield L. Cooper III, the Manager of Sibley Investors, LLC, a Michigan limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public  
Wayne County, Michigan  
My Commission expires: \_\_\_\_\_  
Acting in: \_\_\_\_\_

**Sault Ste. Marie Tribe of Chippewa Indians  
Submission for Mandatory Fee-to Trust Acquisition  
The "Sibley Parcel," Huron Charter Township, Michigan**

Drafted By and When Recorded Return to:

John Wernet, Esq.  
Sault Ste. Marie Tribe of Chippewa Indians  
Office of General Counsel  
523 Ashmun Street,  
Sault Ste. Marie, MI 49783

Send subsequent tax bills to:  
Sault Ste. Marie Tribe of Chippewa Indians  
Attn: William Connolly  
523 Ashmun Street,  
Sault Ste. Marie, MI 49783

**EXHIBIT A**

**LEGAL DESCRIPTION**

The land referred to in this Commitment, situated in the County of Wayne, Charter Township of Huron, State of Michigan, is described as follows:

**PARCEL 1:**

Part of the Northwest, Northeast, Southwest and Southeast 1/4 of Section 8, Town 4 South, Range 9 East, Huron Township, Wayne County, Michigan described as follows: Commencing at an iron pipe found at the Southwest corner of the Northeast 1/4 of said Section 8; thence South 88 degrees 15 minutes 46 seconds East 1310.78 feet along the South line of said Northeast 1/4 of Section 8 to a 5/8 inch capped iron rod set at the true Point of Beginning; thence South 88 degrees 15 minutes 46 seconds East 144.59 feet continuing along said South line to a 5/8 inch capped iron rod set; thence South 49 degrees 38 minutes 39 seconds West 1053.68 feet to a PK nail set on the centerline of Huron River Drive; thence North 40 degrees 41 minutes 16 seconds West 35.04 feet along said centerline of Huron River Drive to a PK nail set at a point of curve; thence on a curve to the left having a radius of 812.50 feet, through a central angle of 29 degrees 33 minutes 23 seconds and having a chord of North 55 degrees 27 minutes 57 seconds West, 414.50 feet for an arc distance of 419.13 feet continuing along said centerline to a PK nail set at a point of tangency; thence North 70 degrees 14 minutes 39 seconds West 330.87 feet continuing along said centerline to a PK nail set on the East Right-of-Way line of the C.S.X. Railroad; thence North 00 degrees 06 minutes 17 seconds West 1622.37 feet along said East Right-of-Way line to a 5/8 inch capped iron rod set on the South line of land owned by the State of Michigan; thence South 89 degrees 31 minutes 39 seconds East 1271.42 feet to a 5/8 inch capped iron rod set on the West Right-of-Way line of I-275; thence South 16 degrees 19 minutes 46 seconds East 145.98 feet along said Right-of-Way to a 5/8 inch

**Sault Ste. Marie Tribe of Chippewa Indians**  
**Submission for Mandatory Fee-to Trust Acquisition**  
**The "Sibley Parcel," Huron Charter Township, Michigan**

capped iron rod set; thence South 04 degrees 47 minutes 14 seconds East 299.42 feet continuing along said Right-of-Way line to a 5/8 inch capped iron rod set; thence South 08 degrees 49 minutes 10 seconds East 51.19 feet continuing along said Right-of-Way line to a 5/8 inch capped iron rod set on the West line of land owned by The Michigan State Highway Commission; thence South 00 degrees 34 minutes West 809.59 feet along said West line to the Point of Beginning.

Tax Item No(s):

75-032-99-0006-000

75-032-99-0007-000

75-029-99-0023-000

**PARCEL 2:**

Part of the Northwest 1/4 of the Northeast 1/4 of Section 8, Town 4 South, Range 9 East, Huron Township, Wayne County, Michigan, described as follows: Commencing at an Iron pipe found at the Northwest corner of said Northeast 1/4 of Section 8; thence South 89 degrees 57 minutes 11 seconds East 45.70 feet along the North line of said Northeast 1/4 of Section 8 and the centerline of Sibley Road to a point; thence South 00 degrees 04 minutes 23 seconds East 75.00 feet parallel with the West line of said Northeast 1/4 of Section 8 to a 5/8 inch capped iron rod set on the South Right-of-Way line of Sibley Road and the East Right-of-Way line of C.S.X. Railroad for a Point of Beginning; thence South 89 degrees 57 minutes 11 seconds East 369.52 feet along said South Right-of-Way Line being 75 feet South of and parallel with the North line of the Northeast 1/4 of said Section 8 to a 5/8 inch capped iron rod set on the West Right-of-Way line 1-275; thence South 44 degrees 57 minutes 11 seconds East 183.85 feet along said West Right-of-Way Line to a 5/8 inch capped iron rod set; thence South 00 degrees 02 minutes 49 seconds West 216.88 feet continuing along said Right-of-Way line to a 5/8 inch capped iron rod set; thence South 25 degrees 27 minutes 13 seconds East 221.49 feet continuing along said Right-of-Way line to a 5/8 inch capped iron rod set; thence South 50 degrees 57 minutes 14 seconds East 210.70 feet continuing along said Right-of-Way line to a 5/8 inch capped iron rod set on the West line of land owned by the Michigan State Highway Commission; thence South 00 degrees 01 minutes 32 seconds East 543.07 feet along said West line to a 5/8 inch capped iron rod set at the Southwest corner of said land owned by the Michigan State Highway Commission; thence North 89 degrees 31 minutes 39 seconds West 802.49 feet to the West line of said Northeast 1/4 of Section 8 (1/2 inch Iron Pipe found 0.24 feet West); thence North 00 degrees 04 minutes 23 seconds West 427.72 feet along said West line to a 5/8 inch capped iron rod set on the East Right-of-Way line of the C.S.X, Railroad; thence North 35 degrees 39 minutes 23 seconds East 74.25 feet along said East Right-of-Way line to a 1/2 inch iron rod found; thence North 00 degrees 06 minutes 41 seconds East 728.42 feet continuing along said East Right-of-Way line to the Point of Beginning.

**PARCEL 2 ALSO DESCRIBED FOR TAX PURPOSES AS FOLLOWS:**

**Sault Ste. Marie Tribe of Chippewa Indians  
Submission for Mandatory Fee-to Trust Acquisition  
The "Sibley Parcel," Huron Charter Township, Michigan**

Part of the Northwest 1/4 of the Northeast 1/4 of Section 8, Town 4 South, Range 9 East, Huron Township, Wayne County, Michigan, described as: Beginning at a point on the South line of Sibley Road distant North 88 degrees 48 minutes East 45.70 feet and South 01 degrees 11 minutes East 60 feet from the North 1/4 corner of Section 8 and proceeding thence North 88 degrees 48 minutes East along said South line 757.78 feet; thence South 01 degrees 01 minutes East 1237.69 feet; thence South 89 degrees 34 minutes West 802.49 feet to the North and South 1/4 line of Section 8; thence North 01 degrees 14 minutes 30 seconds West along said line, 423.10 feet; thence North 35 degrees 44 minutes East 75.00 feet; thence North 01 degrees 11 minutes West 743.80 feet to the Point of Beginning, EXCEPT the Northeasterly 3.60 acres thereof, acquired by Michigan State Highway Department.

Tax Item No. 75-029-99-0014-000

**EXHIBIT 3**

**TRIBAL RESOLUTION 2012-250: APPROVAL OF ASSIGNMENT OF PURCHASE AGREEMENT FROM SIBLEY INVESTORS, LLC AND AUTHORIZATION TO PURCHASE LAND IN HURON TOWNSHIP, MICHIGAN USING INCOME FROM THE LAND SETTLEMENT TRUST FUND**

**AND**

**TRIBAL RESOLUTION 2013-138: APPROVAL OF ASSIGNMENT OF PURCHASE AGREEMENT TO SIBLEY INVESTORS, LLC.**

RESOLUTION NO: 2012-250



**APPROVAL OF ASSIGNMENT OF PURCHASE AGREEMENT  
FROM SIBLEY INVESTORS, LLC**

**AUTHORIZATION TO PURCHASE LAND IN HURON TOWNSHIP,  
MICHIGAN USING INCOME FROM THE SELF-SUFFICIENCY FUND**

**Min Waban Dan**

**Administrative  
Office**

523 Ashmun Street

Sault Ste. Marie

Michigan

49783

**Phone**

906.635.6050

**Fax**

906.635.4969

**Government  
Services**

**Membership  
Services**

**Economic  
Development  
Commission**

WHEREAS, the Sault Tribe Ste. Marie Tribe of Chippewa Indians settled certain land claims against the United States as evidenced and implemented by the Michigan Indian Land Claims Settlement Act (the "Act"), PL 105-143, 111 Stat 2652 (Dec 15, 1997); and

WHEREAS, in section 108 of that Act, Congress mandated that settlement funds provided to the Tribe under the Act were to be deposited into a trust fund created by the Act for the benefit of the Tribe, to be known as the "Self-Sufficiency Fund," and further provided that the Board of Directors of the Tribe shall be the trustee of and shall administer that Fund in accordance with the provisions of the Act; and

WHEREAS, section 108, subsection (c) of the Act specifies the purposes for which interest and income of the Fund and expressly includes, among those authorized purposes, the acquisition of land to consolidate or enhance tribal lands; and

WHEREAS, section 108, subsection (f) expressly provides that any lands acquired using interest or other income of the Fund *"shall be held in trust"* by the Secretary of the Interior for the benefit of the Tribe; and

WHEREAS, these provisions of the Act create a valuable and unique opportunity for the Tribe to engage in economic development opportunities that will be of substantial benefit to the Tribe and to the tribal community; and

WHEREAS, the Board of Directors is authorized by Article VII, section 1(d) of the Tribe's Constitution and Bylaws to expend funds for public purposes of the Tribe and to regulate the conduct of trade and the acquisition, use, and disposition of property, and is further authorized by Article VII, section 1(k) to manage, lease, sell, acquire, or otherwise deal with tribal lands, interest in lands and water or other tribal assets; and

WHEREAS, the Sault Tribe has negotiated a proposed arrangement whereby it shall receive an assignment of a Purchase Agreement dated August 15, 2012, from Sibley Investors, LLC (the "Purchase Agreement") under which the Tribe would acquire lands described on Exhibit A located in Huron Township, totaling approximately 71 acres immediately adjacent to I-275, for \$900,000 using interest or income from the Self-Sufficiency Fund, seek to have those lands placed into mandatory trust pursuant to section 108 (c) and (f) of the Act, and establish its legal right to construct and operate a casino gaming enterprise on those lands; and



Res. No: 2612-250

WHEREAS, the Board of Directors has examined the legal theories supporting this project and is persuaded that, under section 108 of the Act, 'the Tribe has a substantial and unique legal claim and a valuable opportunity that it can and should pursue in good faith and, further, is satisfied that this project has been structured so as to substantially minimize and limit the expenses and risks to the Tribe; and

WHEREAS, the Board of Directors has determined that, while this project necessarily requires the purchase of lands using interest or income from the Self-Sufficiency Fund, steps should be taken to ensure that this expenditure will not adversely affect the annual distribution to the Tribe's elders and, further, that a portion of the future proceeds from this project will be returned to the Self-Sufficiency Fund as additional principal under section 108(a)(1)(C) of the Act.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the proposed Purchase Agreement and authorizes the Tribal Chairman to take an assignment of, and assume, that agreement in consideration of reimbursement of a \$25,000 deposit paid by Sibley Investors, LLC under the Purchase Agreement and to subsequently acquire the parcels of land described in that agreement, subject to the terms and conditions set forth in the agreement, and further authorizes the Chairman or his designee to sign, amend, and execute any documents necessary to effectuate the purposes of this resolution.

BE IT FURTHER RESOLVED, that the Board of Directors hereby determines that the purchase of the lands described in the Purchase Agreement and on Exhibit A attached hereto will consolidate or enhance tribal lands, will generate an economic development opportunity beneficial to the Tribe and its members, and that, accordingly, the Tribal Chairman is authorized and directed to accomplish that purchase using interest and/or income from the Self-Sufficiency fund, notwithstanding the provisions of Resolution 98-47, which shall otherwise remain in force and effect.

BE IT FURTHER RESOLVED, that prior to the closing date on each of the four parcels of land described in the Purchase Agreement, the Tribe's Chief Financial Officer is directed to identify alternative tribal funds that shall be used to supplement the next subsequent annual distribution to the tribal elders under Resolution 98-47 in an amount sufficient to avoid any reduction in the amount of that distribution that would otherwise result from the acquisition of that parcel as authorized by this resolution.

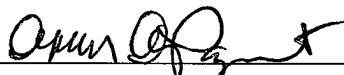
Res. No: 2612-250

BE IT FINALLY RESOLVED, that at such time as the enterprise contemplated by this resolution begins to generate income from the Gaming Authority to the Tribe, after the payment of all necessary costs and expenses:

1. Ten percent (10%) of the annual income to the Tribe from this project shall be deposited in the Self-Sufficiency Fund as an addition to principal as authorized by section 108(1)(C) of the Act;
2. Three percent (3%) of the annual income to the Tribe from this project shall be distributed among and deposited in the following funds: the Elder Health Self-Sufficiency Fund, the Elder Employment Self-Sufficiency Fund, the Funeral Assistance Self-Sufficiency fund, and the Education Assistance Self-Sufficiency Fund; and
3. Two percent (2%) of the annual income to the Tribe from this project shall be deposited into a fund to establish a college scholarship program for tribal members irrespective of blood quantum.

#### CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 13 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 20 day of November 2012; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 2 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.

  
\_\_\_\_\_  
Aaron A. Payment, Chairperson  
Sault Ste. Marie Tribe of  
Chippewa Indians


  
\_\_\_\_\_  
Cathy Abramson, Secretary  
Sault Ste. Marie Tribe of  
Chippewa Indians

EXHIBIT A

NEW BOSTON SITE LEGAL DESCRIPTIONS:

SIDWELL # 75 032 99 006 000:

THAT PART OF THE S E FRACL  $\frac{1}{4}$  OF FRACL SEC 8 DESCRIBED AS BEG AT A POINT ON THE E AND W  $\frac{1}{4}$  LINE OF SAID SEC DISTANT S 88D 15M 46SEC E 339.03 FT FROM THE CENTER  $\frac{1}{4}$  COR OF SEC 8 AND PROCEEDING TH S 88D 15M 46SEC E ALONG SAID LINE 408.30 FT TH S 38D 4M 14SEC W 601.64 FT TO THE CENTER OF HURON RIVER DRIVE TH N WLY ALONG SAID CENTER LINE ON A CURVE CONCAVE TO THE S W RADIUS 884.58 FT A DISTANCE OF 124.27 FT AND N 70D 03M 10SEC W 22.29 FT TH N 13D 06M 01SEC E 438.07 FT TO THE POB.

SIDWELL # 75 032 99 007 000:

THAT PART OF THE S E FRACL  $\frac{1}{4}$  OF FRACL SEC 8 DESCRIBED AS BEG AT A POINT ON THE E AND W  $\frac{1}{4}$  LINE OF SAID SEC DISTANT S 88D 15M 46SEC E 747.33 FT FROM THE CENTER  $\frac{1}{4}$  COR OF SEC 8 AND PROCEEDING TH S 88D 15M 46SEC E ALONG SAID LINE 708.84 FT TH S 49D 7M 35SEC W 1052.56 FT TO THE CEN LINE OF HURON RIVER DR TH N 40D 42M 25SEC W ALONG SAID CEN LINE 35.04 FT AND ON A TANGENT CURVE TO THE LEFT RAD 884.58 FT A DISTANCE OF 328.80 FT TH N 38D 14M 14 SEC E 601.64 FT TO THE POB.

SIDWELL # 75 029 99 0014 000:

THAT PART OF THE N W  $\frac{1}{4}$  OF THE N E  $\frac{1}{4}$  OF SEC 8 T4S R9E DESCRIBED AS BEG AT A POINT ON THE S LINE OF SIBLEY RD DISTANT N 88D 48M E 45.70 FT AND S 1D 11M E 60 FT FROM THE N  $\frac{1}{4}$  COR OF SEC 8 AND PROCEEDING TH N 88D 48M E ALONG SAID S LINE 757.78 FT TH S 1D 1M E 1237.69 FT TH S 89D 34M W 802.49 FT TO THE N & S  $\frac{1}{4}$  LINE OF SEC 8; TH N 1D 14M 30SEC W ALONG SAID LINE, 423.10 FT; TH N35D 44M E 75.00 FT; TH N 1D 11M W 743.80 FT TO THE POB EXC THE NELY 3.60 AC THEREOF ACQUIRED BY MICHIGAN STATE HWY DEPT.

SIDWELL # 75 029 99 0023 000:

THE S W  $\frac{1}{4}$  OF THE N E  $\frac{1}{4}$  OF SEC 8 T4S EXCEPT THE N ELY PART THEREOF DEEDED TO THE STATE HIGHWAY COMMISSION AND RECORDED IN LIBER 16480 OF DEEDS PAGE 792 ALSO THAT PART OF SEC 8 DESCRIBED AS BEG AT THE CENTER  $\frac{1}{4}$  COR OF SEC 8 AND PROCEEDING TH N 0D 11M 30 SEC E ALONG THE N AND S  $\frac{1}{4}$  LINE OF SAID SEC 1285.38 FT TH N 89D 00M W 25.50 FT TO THE E LINE OF THE PERE MARQUETTE R R RIGHT OF WAY TH S 0D 11M 29SEC W ALONG SAID E LINE 1626.21 FT TO THE CENTER LINE OF HURON RIVER DR TH S 70D 03M 10SEC E ALONG SAID CENTER LINE 283.06 FT N 13D 06M 01SEC E 438.07 FT TO THE E AND W  $\frac{1}{4}$  LINE OF SEC 8 TH N 88D 15M 46SEC W 339.03 FT POB.

RESOLUTION NO: 2013-138

**APPROVAL OF ASSIGNMENT OF PURCHASE AGREEMENT  
TO SIBLEY INVESTORS, LLC**



WHEREAS, Article VII, section 1(k) of the Tribe's Constitution and Bylaws authorizes the Board of Directors to manage, lease, sell, acquire, or otherwise deal with tribal lands, interest in lands and water or other tribal assets; and

**Min Waban Dan**

**Administrative  
Office**

523 Ashmun Street

Sault Ste. Marie

Michigan

49783

**Phone**

906.635.6050

**Fax**

906.635.4969

**Government  
Services**

**Membership  
Services**

**Economic  
Development  
Commission**

WHEREAS, by Resolution 2012-250, approved on November 20, 2012, the Board of Directors authorized its Tribal Chairperson to take an assignment of a certain Purchase Agreement from Sibley Investors, LLC and to subsequently acquire certain parcels of land described in that agreement, totaling approximately 71 acres immediately adjacent to I-275 in Huron Township, Wayne County, Michigan (the "Sibley Parcels"), subject to the terms and conditions described in that agreement and to the further terms and conditions described in Resolution 2012-250; and

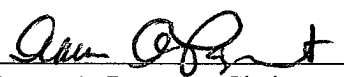
WHEREAS, the Board of Directors has now determined that it is in the best interests of the Tribe to reassign that Purchase Agreement to Sibley Investors, LLC, thereby enabling Sibley Investors, LLC to close on the purchase of the Sibley Parcels and, further, to authorize the Tribal Chairperson or his designee to negotiate a Purchase Agreement with Sibley Investors, LLC, under which the Tribe will then acquire those parcels from Sibley Investors, LLC under substantially the similar terms and conditions as were specified in Resolution 2012-250.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes the Tribal Chairman to enter into an agreement, in substantially the same form as the attached agreement, assigning the Tribe's interest in the Sibley Parcels to Sibley Investors, LLC.

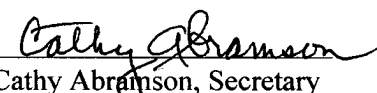
BE IT FURTHER RESOLVED, that the Board of Directors hereby directs the Chairperson or his designee to negotiate a purchase agreement with Sibley Investors, LLC, under which the Tribe may subsequently acquire the Sibley Parcels directly from Sibley Investors, LLC under substantially the same terms and conditions as were specified in Resolution 2012-250.

**CERTIFICATION**

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 13 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 10 day of June 2013; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 1 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron A. Payment, Chairperson  
Sault Ste. Marie Tribe of  
Chippewa Indians



Cathy Abramson, Secretary  
Sault Ste. Marie Tribe of  
Chippewa Indians

EXHIBIT A

NEW BOSTON SITE LEGAL DESCRIPTIONS:

SIDWELL # 75 032 99 006 000:

THAT PART OF THE S E FRACL  $\frac{1}{4}$  OF FRACL SEC 8 DESCRIBED AS BEG AT A POINT ON THE E AND W  $\frac{1}{4}$  LINE OF SAID SEC DISTANT S 88D 15M 46SEC E 339.03 FT FROM THE CENTER  $\frac{1}{4}$  COR OF SEC 8 AND PROCEEDING TH S 88D 15M 46SEC E ALONG SAID LINE 408.30 FT TH S 38D 4M 14SEC W 601.64 FT TO THE CENTER OF HURON RIVER DRIVE TH N WLY ALONG SAID CENTER LINE ON A CURVE CONCAVE TO THE S W RADIUS 884.58 FT A DISTANCE OF 124.27 FT AND N 70D 03M 10SEC W 22.29 FT TH N 13D 06M 01SEC E 438.07 FT TO THE POB.

SIDWELL # 75 032 99 007 000:

THAT PART OF THE S E FRACL  $\frac{1}{4}$  OF FRACL SEC 8 DESCRIBED AS BEG AT A POINT ON THE E AND W  $\frac{1}{4}$  LINE OF SAID SEC DISTANT S 88D 15M 46SEC E 747.33 FT FROM THE CENTER  $\frac{1}{4}$  COR OF SEC 8 AND PROCEEDING TH S 88D 15M 46SEC E ALONG SAID LINE 708.84 FT TH S 49D 7M 35SEC W 1052.56 FT TO THE CEN LINE OF HURON RIVER DR TH N 40D 42M 25SEC W ALONG SAID CEN LINE 35.04 FT AND ON A TANGENT CURVE TO THE LEFT RAD 884.58 FT A DISTANCE OF 328.80 FT TH N 38D 14M 14 SEC E 601.64 FT TO THE POB.

SIDWELL # 75 029 99 0014 000:

THAT PART OF THE N W  $\frac{1}{4}$  OF THE N E  $\frac{1}{4}$  OF SEC 8 T4S R9E DESCRIBED AS BEG AT A POINT ON THE S LINE OF SIBLEY RD DISTANT N 88D 48M E 45.70 FT AND S 1D 11M E 60 FT FROM THE N  $\frac{1}{4}$  COR OF SEC 8 AND PROCEEDING TH N 88D 48M E ALONG SAID S LINE 757.78 FT TH S 1D 1M E 1237.69 FT TH S 89D 34M W 802.49 FT TO THE N & S  $\frac{1}{4}$  LINE OF SEC 8; TH N 1D 14M 30SEC W ALONG SAID LINE, 423.10 FT; TH N35D 44M E 75.00 FT; TH N 1D 11M W 743.80 FT TO THE POB EXC THE NELY 3.60 AC THEREOF ACQUIRED BY MICHIGAN STATE HWY DEPT.

SIDWELL # 75 029 99 0023 000:

THE S W  $\frac{1}{4}$  OF THE N E  $\frac{1}{4}$  OF SEC 8 T4S EXCEPT THE N ELY PART THEREOF DEEDED TO THE STATE HIGHWAY COMMISSION AND RECORDED IN LIBER 16480 OF DEEDS PAGE 792 ALSO THAT PART OF SEC 8 DESCRIBED AS BEG AT THE CENTER  $\frac{1}{4}$  COR OF SEC 8 AND PROCEEDING TH N 0D 11M 30 SEC E ALONG THE N AND S  $\frac{1}{4}$  LINE OF SAID SEC 1285.38 FT TH N 89D 00M W 25.50 FT TO THE E LINE OF THE PERE MARQUETTE R R RIGHT OF WAY TH S 0D 11M 29SEC W ALONG SAID E LINE 1626.21 FT TO THE CENTER LINE OF HURON RIVER DR TH S 70D 03M 10SEC E ALONG SAID CENTER LINE 283.06 FT N 13D 06M 01SEC E 438.07 FT TO THE E AND W  $\frac{1}{4}$  LINE OF SEC 8 TH N 88D 15M 46SEC W 339.03 FT POB.

**EXHIBIT 4**

**LEGAL DESCRIPTION TO AND SURVEY OF**  
**SAULT STE. MARIE TRIBE OF CHIPPEWA INDIANS'**  
**MANDATORY TRUST PARCEL IN**  
**HURON CHARTER TOWNSHIP, MICHIGAN**

**Sault Ste. Marie Tribe of Chippewa Indians  
Submission for Mandatory Fee-to Trust Acquisition  
The "Sibley Parcel," Huron Charter Township, Michigan**

**Exhibit 4a**

**LEGAL DESCRIPTION  
SAULT STE. MARIE TRIBE OF CHIPPEWA INDIANS'  
MANDATORY TRUST PARCEL IN  
HURON CHARTER TOWNSHIP, MICHIGAN**

The land referred to in this Commitment, situated in the County of Wayne, Charter Township of Huron, State of Michigan, is described as follows:

**PARCEL 1:**

Part of the Northwest, Northeast, Southwest and Southeast 1/4 of Section 8, Town 4 South, Range 9 East, Huron Township, Wayne County, Michigan described as follows: Commencing at an iron pipe found at the Southwest corner of the Northeast 1/4 of said Section 8; thence South 88 degrees 15 minutes 46 seconds East 1310.78 feet along the South line of said Northeast 1/4 of Section 8 to a 5/8 inch capped iron rod set at the true Point of Beginning; thence South 88 degrees 15 minutes 46 seconds East 144.59 feet continuing along said South line to a 5/8 inch capped iron rod set; thence South 49 degrees 38 minutes 39 seconds West 1053.68 feet to a PK nail set on the centerline of Huron River Drive; thence North 40 degrees 41 minutes 16 seconds West 35.04 feet along said centerline of Huron River Drive to a PK nail set at a point of curve; thence on a curve to the left having a radius of 812.50 feet, through a central angle of 29 degrees 33 minutes 23 seconds and having a chord of North 55 degrees 27 minutes 57 seconds West, 414.50 feet for an arc distance of 419.13 feet continuing along said centerline to a PK nail set at a point of tangency; thence North 70 degrees 14 minutes 39 seconds West 330.87 feet continuing along said centerline to a PK nail set on the East Right-of-Way line of the C.S.X. Railroad; thence North 00 degrees 06 minutes 17 seconds West 1622.37 feet along said East Right-of-Way line to a 5/8 inch capped iron rod set on the South line of land owned by the State of Michigan; thence South 89 degrees 31 minutes 39 seconds East 1271.42 feet to a 5/8 inch capped iron rod set on the West Right-of-Way line of I-275; thence South 16 degrees 19 minutes 46 seconds East 145.98 feet along said Right-of-Way to a 5/8 inch capped iron rod set; thence South 04 degrees 47 minutes 14 seconds East 299.42 feet continuing along said Right-of-Way line to a 5/8 inch capped iron rod set; thence South 08 degrees 49 minutes 10 seconds East 51.19 feet continuing along said Right-of-Way line to a 5/8 inch capped iron rod set on the West line of land owned by The Michigan State Highway Commission; thence South 00 degrees 34 minutes West 809.59 feet along said West line to the Point of Beginning.

Tax Item No(s):

75-032-99-0006-000

75-032-99-0007-000

75-029-99-0023-000

## PARCEL 2:

Part of the Northwest 1/4 of the Northeast 1/4 of Section 8, Town 4 South, Range 9 East, Huron Township, Wayne County, Michigan, described as follows: Commencing at an Iron pipe found at the Northwest corner of said Northeast 1/4 of Section 8; thence South 89 degrees 57 minutes 11 seconds East 45.70 feet along the North line of said Northeast 1/4 of Section 8 and the centerline of Sibley Road to a point; thence South 00 degrees 04 minutes 23 seconds East 75.00 feet parallel with the West line of said Northeast 1/4 of Section 8 to a 5/8 inch capped iron rod set on the South Right-of-Way line of Sibley Road and the East Right-of-Way line of C.S.X. Railroad for a Point of Beginning; thence South 89 degrees 57 minutes 11 seconds East 369.52 feet along said South Right-of-Way Line being 75 feet South of and parallel with the North line of the Northeast 1/4 of said Section 8 to a 5/8 inch capped iron rod set on the West Right-of-Way line 1-275; thence South 44 degrees 57 minutes 11 seconds East 183.85 feet along said West Right-of-Way Line to a 5/8 inch capped iron rod set; thence South 00 degrees 02 minutes 49 seconds West 216.88 feet continuing along said Right-of-Way line to a 5/8 inch capped iron rod set; thence South 25 degrees 27 minutes 13 seconds East 221.49 feet continuing along said Right-of-Way line to a 5/8 inch capped iron rod set; thence South 50 degrees 57 minutes 14 seconds East 210.70 feet continuing along said Right-of-Way line to a 5/8 inch capped iron rod set on the West line of land owned by the Michigan State Highway Commission; thence South 00 degrees 01 minutes 32 seconds East 543.07 feet along said West line to a 5/8 inch capped iron rod set at the Southwest corner of said land owned by the Michigan State Highway Commission; thence North 89 degrees 31 minutes 39 seconds West 802.49 feet to the West line of said Northeast 1/4 of Section 8 (1/2 inch Iron Pipe found 0.24 feet West); thence North 00 degrees 04 minutes 23 seconds West 427.72 feet along said West line to a 5/8 inch capped iron rod set on the East Right-of-Way line of the C.S.X, Railroad; thence North 35 degrees 39 minutes 23 seconds East 74.25 feet along said East Right-of-Way line to a 1/2 inch iron rod found; thence North 00 degrees 06 minutes 41 seconds East 728.42 feet continuing along said East Right-of-Way line to the Point of Beginning.

## PARCEL 2 ALSO DESCRIBED FOR TAX PURPOSES AS FOLLOWS:

Part of the Northwest 1/4 of the Northeast 1/4 of Section 8, Town 4 South, Range 9 East, Huron Township, Wayne County, Michigan, described as: Beginning at a point on the South line of Sibley Road distant North 88 degrees 48 minutes East 45.70 feet and South 01 degrees 11 minutes East 60 feet from the North 1/4 corner of Section 8 and proceeding thence North 88 degrees 48 minutes East along said South line 757.78 feet; thence South 01 degrees 01 minutes East 1237.69 feet; thence South 89 degrees 34 minutes West 802.49 feet to the North and South 1/4 line of Section 8; thence North 01 degrees 14 minutes 30 seconds West along said line, 423.10 feet; thence North 35 degrees 44 minutes East 75.00 feet; thence North 01 degrees 11 minutes West 743.80 feet to the Point of Beginning, EXCEPT the Northeasterly 3.60 acres thereof, acquired by Michigan State Highway Department.

Tax Item No. 75-029-99-0014-000



CASEY S. VEITENGRUBER, P.S.#57621

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7A, 7B, 8, 9, 10, 11A, 12, 13, 14, 16, 17 AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON NOVEMBER 6, 2012.

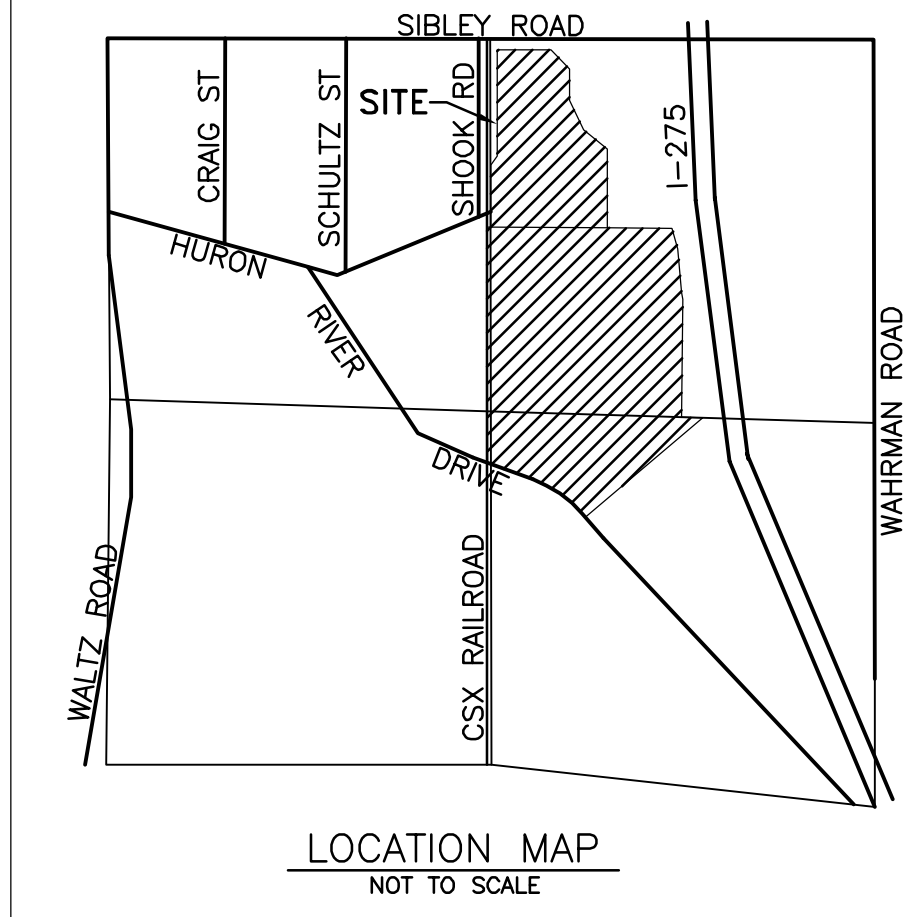
TO: SIBLEY INVESTORS LLC,  
FIRST AMERICAN TITLE COMPANY,  
JLLJ DEVELOPMENT, LLC,  
THE SAULT STE. MARIE TRIBE OF CHIPPEWA INDIANS  
THE UNITED STATES DEPARTMENT OF INTERIOR

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7A, 7B, 8, 9, 10, 11A, 12, 13, 14, 16, 17 AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON NOVEMBER 6, 2012.

BEARINGS ARE BASED ON THE EAST-WEST 1/4 LINE OF  
SECTION 8, T.4S., R.9E., HURON TOWNSHIP, WAYNE COUNTY,  
MICHIGAN.



- |            |                               |
|------------|-------------------------------|
|            | GOVERNMENT CORNER<br>MONUMENT |
|            | IRON BAR                      |
|            | SET IRON RE-ROD               |
|            | SET MAG NAIL                  |
| (R) OR (M) | RECORD OR MEASURED            |
|            | TRAVERSE POINT                |
| -----      | BOUNDARY LIMITS               |
| -----      | PARCEL/LOT LINE               |
|            | RIGHT-OF-WAY                  |
| -----      | EASEMENT LIMITS               |
| -----      | FENCE                         |
|            | TOP OF BANK                   |
|            | TOP OF RAIL                   |
| -----      | EDGE OF PAVEMENT              |
| -----      | EDGE OF GRAVEL                |
|            | UTILITY POLE                  |
|            | ROUND POST                    |
|            | VALVE                         |
|            | GATE VALVE & WELL             |
|            | FIRE HYDRANT                  |
|            | SANITARY MANHOLE              |
|            | PUMP STATION                  |
|            | SANITARY CLEAN OUT            |
|            | STORM MANHOLE                 |
|            | SQUARE CATCH BASIN            |
|            | ROUND CATCH BASIN             |
|            | GUY WIRE ANCHOR               |
|            | ORNAMENTAL LIGHT              |
|            | TELEPHONE PEDESTAL            |
|            | ELECTRICAL PEDESTAL           |
|            | SIGN                          |



LEGAL DESCRIPTION:

\*THE LAND REFERRED TO THIS COMMITMENT, SITUATED IN THE COUNTY OF WAYNE, TOWNSHIP OF HURON, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

PART 1:  
 PART OF THE NORTHWEST, NORTHEAST, SOUTHWEST AND SOUTHEAST 1/4 OF SECTION 8, TOWN 4 SOUTH, RANGE 9 EAST, HURON TOWNSHIP, WAYNE COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIPE FOUND AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 8; THENCE SOUTH 88 DEGREES 15 MINUTES 46 SECONDS EAST 130.78 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 8 TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 15 MINUTES 46 SECONDS EAST 144.59 FEET CONTINUING ALONG SAID SOUTH LINE; THENCE SOUTH 49 DEGREES 38 MINUTES 39 SECONDS WEST 1053.68 FEET TO THE CENTERLINE OF HURON RIVER DRIVE; THENCE NORTH 40 DEGREES 41 MINUTES 16 SECONDS WEST 35.04 FEET ALONG SAID CENTERLINE OF HURON RIVER DRIVE TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 812.50 FEET, THROUGH A CENTRAL ANGLE OF 29 DEGREES 33 MINUTES 23 SECONDS AND HAVING A CHORD OF NORTH 55 DEGREES 27 MINUTES 57 SECONDS WEST, 414.50 FEET FOR AN ARC DISTANCE OF 419.13 FEET CONTINUING ALONG SAID CENTERLINE TO A POINT OF TANGENCY; THENCE NORTH 70 DEGREES 14 MINUTES 39 SECONDS WEST 330.87 FEET CONTINUING ALONG SAID CENTERLINE TO THE EAST RIGHT-OF-WAY LINE OF THE C.S.X. RAILROAD; THENCE NORTH 00 DEGREES 16 MINUTES 17 SECONDS WEST 1822.37 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTH LINE OF LAND OWNED BY THE STATE OF MICHIGAN; THENCE SOUTH 89 DEGREES 31 MINUTES 39 SECONDS EAST 1271.42 FEET TO THE WEST RIGHT-OF-WAY LINE OF I-275; THENCE SOUTH 16 DEGREES 19 MINUTES 46 SECONDS EAST 145.98 FEET ALONG SAID RIGHT-OF-WAY; THENCE SOUTH 04 DEGREES 47 MINUTES 14 SECONDS EAST 299.42 FEET CONTINUING ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 08 DEGREES 49 MINUTES 10 SECONDS EAST 51.19 FEET CONTINUING ALONG SAID RIGHT-OF-WAY LINE TO THE WEST LINE OF LAND OWNED BY THE MICHIGAN STATE HIGHWAY COMMISSION; THENCE SOUTH 00 DEGREES 34 MINUTES 44 SECONDS WEST (RECORDED AS SOUTH 00 DEGREES 34 MINUTES WEST) 809.59 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

PART 2:  
PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 4 SOUTH, RANGE 9 EAST, HURON TOWNSHIP, WAYNE COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 8; THENCE SOUTH 89 DEGREES 57 MINUTES 11 SECONDS EAST 45.70 FEET ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 8 AND THE CENTERLINE OF SIBLEY ROAD TO A POINT; THENCE SOUTH 00 DEGREES 04 MINUTES 23 SECONDS EAST 75.00 FEET PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 8 TO THE SOUTH RIGHT-OF-WAY LINE OF SIBLEY ROAD AND THE EAST RIGHT-OF-WAY LINE OF C.S.X. RAILROAD FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 57 MINUTES 11 SECONDS EAST 369.52 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE BEING 75 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 8 TO A THE WEST RIGHT-OF-WAY LINE L-275; THENCE SOUTH 44 DEGREES 57 MINUTES 11 SECONDS EAST 183.85 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00 DEGREES 02 MINUTES 49 SECONDS WEST 216.88 FEET CONTINUING ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 25 DEGREES 27 MINUTES 13 SECONDS EAST 221.49 FEET CONTINUING ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 50 DEGREES 01 MINUTES 14 SECONDS EAST 210.70 FEET CONTINUING ALONG SAID RIGHT-OF-WAY LINE TO THE WEST LINE OF LAND OWNED BY THE MICHIGAN STATE HIGHWAY COMMISSION; THENCE SOUTH 00 DEGREES 01 MINUTES 32 SECONDS EAST 543.07 FEET ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID LAND OWNED BY THE MICHIGAN STATE HIGHWAY COMMISSION; THENCE NORTH 89 DEGREES 31 MINUTES 39 SECONDS WEST 802.49 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 8; THENCE NORTH 00 DEGREES 04 MINUTES 23 SECONDS WEST 427.72 FEET ALONG SAID WEST LINE TO THE EAST RIGHT-OF-WAY LINE OF C.S.X. RAILROAD; THENCE NORTH 35 DEGREES 39 MINUTES 23 SECONDS EAST 74.25 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 00 DEGREES 06 MINUTES 41 SECONDS EAST 728.42 FEET CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

PARCEL 2 ALSO DECRIBED FOR TAX PURPOSES AS FOLLOWS:  
PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 4 SOUTH, RANGE 9 EAST,  
HURON TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF  
SIBLEY ROAD DISTANT NORTH 88 DEGREES 48 MINUTES EAST 45.70 FEET AND SOUTH 01 DEGREES 11  
MINUTES EAST 60 FEET FROM THE NORTH 1/4 CORNER OF SECTION 8 AND PROCEEDING THENCE NORTH 88  
DEGREES 48 MINUTES EAST ALONG SAID SOUTH LINE 757.70 FEET; THENCE SOUTH 01 DEGREES 11 MINUTES  
EAST 137.40 FEET; THENCE SOUTH 89 DEGREES 01 MINUTES WEST 802.49 FEET TO THE NORTH AND SOUTH  
1/4 LINE OF SECTION 8; THENCE NORTH 01 DEGREES 14 MINUTES 30 SECONDS WEST ALONG SAID LINE,  
423.10 FEET; THENCE NORTH 35 DEGREES 44 MINUTES EAST 75.00 FEET; THENCE NORTH 01 DEGREES 11  
MINUTES WEST 743.80 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTHEASTERLY 3.60 ACRES THEREOF,  
ACQUIRED BY MICHIGAN STATE HIGHWAY DEPARTMENT.

(SOURCE: TITLE COMMITMENT #596590, FURNISHED BY FIRST AMERICAN TITLE COMPANY, EFFECTIVE DATE: JUNE 20, 2012 @ 8.00 AM)

\*THE LEGAL DESCRIPTION HAS BEEN MODIFIED TO REFLECT ACTUAL FIELD CONDITIONS BY REMOVING THE CALLS TO SET MONUMENTATION, SPECIFICALLY THE "5/8 CAPPED IRON ROD SET" AS CALLED OUT IN LEGAL DESCRIPTION CREATED BY MANNIK & SMITH INC. ON NOVEMBER 29, 2000. NO EVIDENCE WAS FOUND OF ANY 5/8" IRONS BEING SET ON THE PREMISES ALONG WITH NO FIELD NOTES ON RECORD BEING PROVIDED FROM PREVIOUS ALTA SURVEY.

[illegible]

NOT VALID FOR CONSTRUCTION  
UNLESS SIGNED AND DATED:



25251 Northline Rd., PO Box 10  
Taylor, MI 48180  
734.947.9700/800.482.2864  
FAX: 734.947.9726  
[www.wadetrin.com](http://www.wadetrin.com)

**SIBLEY INVESTORS, LLC  
VACANT & 36330 HURON RIVER DR. &  
36181 SIBLEY RD., NEW BOSTON, MI**  
ALTA/ACSM LAND TITLE SURVEY  
LOCATED IN SECTION 8, T.4S., R.9E.  
HURON TOWNSHIP, WAYNE COUNTY, MI

ISSUED FOR:      DATE:      BY:

JOB NO.  
COC2000-01T

SHEET

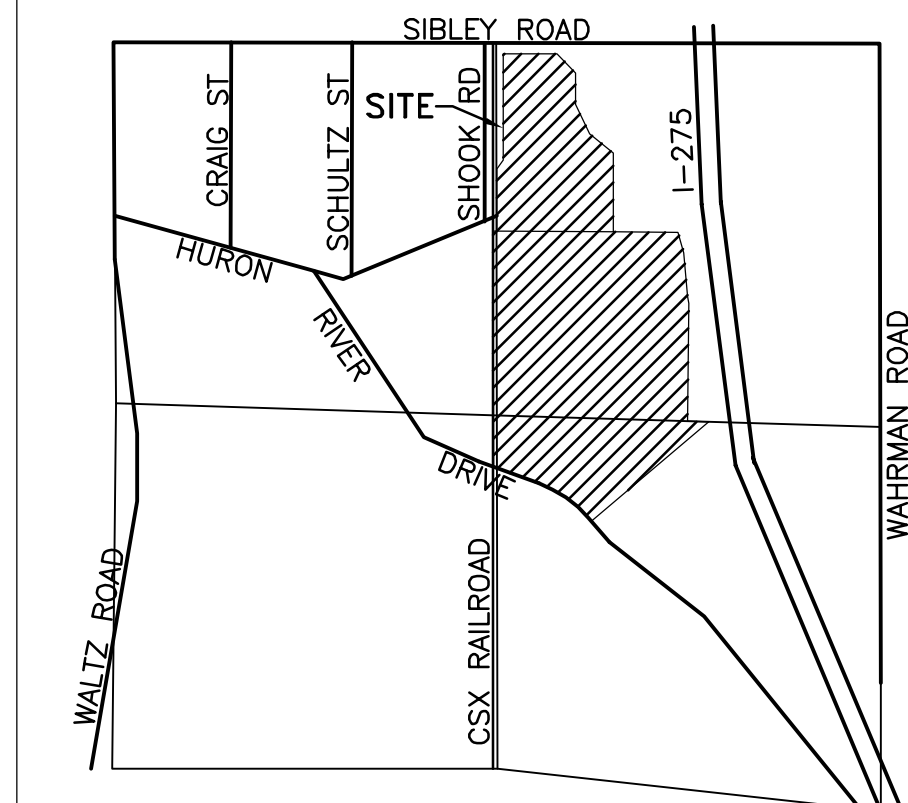
1 OF 2

©Wade Trim Group, Inc.





- |  |                            |
|--|----------------------------|
|  | GOVERNMENT CORNER MONUMENT |
|  | IRON BAR                   |
|  | SET IRON RE-ROD            |
|  | SET MAG NAIL               |
|  | RECORD OR MEASURED         |
|  | TRAVERSE POINT             |
|  | BOUNDARY LIMITS            |
|  | PARCEL/LOT LINE            |
|  | RIGHT-OF-WAY               |
|  | EASEMENT LIMITS            |
|  | FENCE                      |
|  | TOP OF BANK                |
|  | TOP OF RAIL                |
|  | EDGE OF PAVEMENT           |
|  | EDGE OF GRAVEL             |
|  | UTILITY POLE               |
|  | ROUND POST                 |
|  | VALVE                      |
|  | GATE VALVE & WELL          |
|  | FIRE HYDRANT               |
|  | SANITARY MANHOLE           |
|  | PUMP STATION               |
|  | SANITARY CLEAN OUT         |
|  | STORM MANHOLE              |
|  | SQUARE CATCH BASIN         |
|  | ROUND CATCH BASIN          |
|  | GUY WIRE ANCHOR            |
|  | ORNAMENTAL LIGHT           |
|  | TELEPHONE PEDESTAL         |
|  | ELECTRICAL PEDESTAL        |
|  | SIGN                       |



LOCATION MAP  
NOT TO SCALE

SCHEDULE B EXCEPTIONS:

1. HIGHWAY EASEMENT RELEASE IN FAVOR OF STATE OF MICHIGAN AS RECORDED IN LIBER 16480, PAGE 784, W.C.R., AS TO PARCEL 1 (SHOWN).
2. INGRESS AND EGRESS EASEMENT IN FAVOR OF NEW LIFE CHRISTIAN CHURCH OF SOUTHGATE AS RECORDED IN LIBER 33044, PAGE 190, W.C.R., AS TO PARCEL 2 (SHOWN).
3. SIGNAGE EASEMENT IN FAVOR OF NEW LIFE CHRISTIAN CHURCH OF SOUTHGATE, AS RECORDED IN LIBER 33044, PAGE 198, W.C.R., AS TO PARCEL 2 (SHOWN).
4. DETROIT EDISON EASEMENT (RIGHT-OF-WAY) IN FAVOR OF THE DETROIT EDISON COMPANY AS RECORDED IN LIBER 36006, PAGE 409, W.C.R., AS TO BOTH PARCELS (NOT SHOWN).

MISCELLANEOUS INFORMATION:

1. GROSS/NET LAND AREA:  
PARCEL 1 CONTAINS 53.27 ACRES, MORE OR LESS.  
PARCEL 2 CONTAINS 18.23 ACRES, MORE OR LESS,
2. VERTICAL DATUM:  
NAVD 88.
3. SITE DATE:  
PROPERTY IS CURRENTLY ZONED "B-2" GENERAL BUSINESS.
4. FLOOD NOTE:  
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT  
AGENCY THE SITE LIES WITHIN "ZONE A", DETERMINED TO  
HAVE A 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD). MAP  
PANEL NO.26163C0370E, EFFECTIVE DATE 02/02/2012.

ORIGINAL TAX ROLL DESCRIPTIONS:

TAX ROLL NO.: 75-029-99-0023-000  
THE SW 1/4 OF THE NE 1/4 OF SEC 8 T4S R9E EXCEPT THE NELY PART THEREOF DEEDED TO THE  
STATE HIGHWAY COMMISSION AND RECORDED IN LIBER 16480 OF DEEDS PAGE 792 ALSO THAT PART OF  
SEC 8 DESCRIBED AS BEG AT THE CENTER 1/4 COR OF SEC 8 AND PROCEEDING TH N 0D 11M 30SEC  
E ALONG THE N AND S 1/4 LINE OF SAID SEC 1285.38 FT TH N 89D 00M W 25.50 FT TO THE E LINE  
OF THE PERM MARIETTE R RIGHT OF WAY TH N 01D 00M W ALONG SAID E LINE 15.26 FT  
TO THE CENTER LINE OF HURON RIVER DR TH S 70D 03M 13SEC E ALONG SAID CENTER LINE 283.06  
FT TH N 13D 06M 01SEC E 438.07 FT TO THE E AND W 1/4 LINE OF SEC 8 TH N 88D 15M 46SEC W  
339.03 FT POB.

TAX ROLL NO.: 75-032-99-0006-000  
THAT PART OF THE SE 1/4 OF SEC 8 DESCRIBED AS BEG AT A POINT ON THE E AND W 1/4 LINE OF SAID SEC DISTANT S 88D 15M 46SEC E 339.03 FT FROM THE CENTER 1/4 COR OF SEC 8 AND PROCEEDING TH S 88D 15M 46SEC E ALONG SAID LINE 408.30 FT TH S 38D 4M 14SEC W 601.64 FT TO THE CENTER OF HURON RIVER DRIVE TH NWLY ALONG SAID CENTER LINE ON A CURVE CONCAVE TO THE SW RADIUS 884.58 FT A DISTANCE OF 124.27 FT AND N 70D 03M 10SEC W 22.29 FT N 13D 06M 01SEC E 438.07 FT TO THE POB 2.99 ACRES.

TAX ROLL NO.: 75-032-99-0007-000

THAT PART OF THE SE 1/4 OF SEC 8 DESCRIBED AS BEG AT A POINT ON THE E AND W 1/4 LINE OF SAID SEC DISTANT S 88D 15M 46SEC E 747.33 FT FROM THE CENTER 1/4 COR OF SEC 8 AND PROCEEDING TH S 88D 15M 46SEC E ALONG SAID LINE 708.04 FT TH S 49D 7M 35SEC W 1052.56 FT TO THE CEN LINE OF HURON RIVER DR TH N 40D 42M 25SEC W ALONG SAID CEN LINE 35.04 FT AND ON A TANGENT CURVE TO THE LEFT RAD 884.58 FT A DISTANCE OF 328.80 FT TH N 38D 14M 14SEC E 601.64 FT TO THE POB B3 AC.

TAX ROLL NO.: 75-029-99-0014-000  
THAT PART OF THE NW 1/4 OF THE NE 1/4 OF SEC 8 T4S R9E DESCRIBED AS BEG AT A POINT ON THE S LINE OF SIBLEY RD DISTANT N 88D 48M E 45.70 FT AND S 1D 11M E 60 FT FROM THE N 1/4 COR OF SEC 8 AND PROCEEDING TH N 88D 48M E ALONG SAID S LINE 757.78 FT TH S 1D 11M E 123.69 FT TH S 89D 34M W 802.49 FT TO THE N & S 1/4 LINE OF SEC 8; TH N1D 14M 30SEC W ALONG SAID LINE, 423.10FT; TH N35D 44M E 75.00FT; TH N1D 11M W 743.80FT TO THE POB EXC THE NELY 3.60AC THEREOF, ACQUIRED BY MICH STATE HWY DEPT 18.30AC.

(SOURCE: CURRENT CHARTER TOWNSHIP OF HURON TAX ROLLS)  
NOTE: THE LEGAL DESCRIPTION SHOWN ON THE TAX ROLLS FOR PARCELS 1 AND 2 ARE THE SAME AS THE RESPECTIVE ALTERNATE DESCRIPTIONS OF THE 4 TAX PARCELS.

CERTIFICATION:

TO: SIBLEY INVESTORS LLC,  
FIRST AMERICAN TITLE COMPANY,  
JLLJ DEVELOPMENT, LLC,  
THE SAULT STE. MARIE TRIBE OF CHIPPEWA INDIANS  
THE UNITED STATES DEPARTMENT OF INTERIOR

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7A, 7B, 8, 9, 10, 11A, 12, 13, 14, 16, 17 AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON NOVEMBER 6, 2012.

BASIS OF BEARING:

BEARINGS ARE BASED ON THE EAST-WEST 1/4 LINE OF  
SECTION 8, T.4S., R.9E., HURON TOWNSHIP, WAYNE COUNTY,  
MICHIGAN.



Know what's **below**.  
**Call** before you dig.

CASEY S. VEITENGRUBER, P.S.#57621

DATE:

NOT VALID FOR CONSTRUCTION  
UNLESS SIGNED AND DATED:



25251 Northline Rd., PO Box 10  
Taylor, MI 48180  
734.947.9700/800.482.2864  
FAX: 734.947.9726

SIBLEY INVESTORS, LLC  
VACANT & 36330 HURON RIVER DR., &  
36181 SIBLEY RD., NEW BOSTON, MI  
ALTA/ACSM LAND TITLE SURVEY  
LOCATED IN SECTION 8, T.4S., R.9E.  
HURON TOWNSHIP, WAYNE COUNTY, MI

ISSUED FOR:      DATE:      BY:

JOB NO.

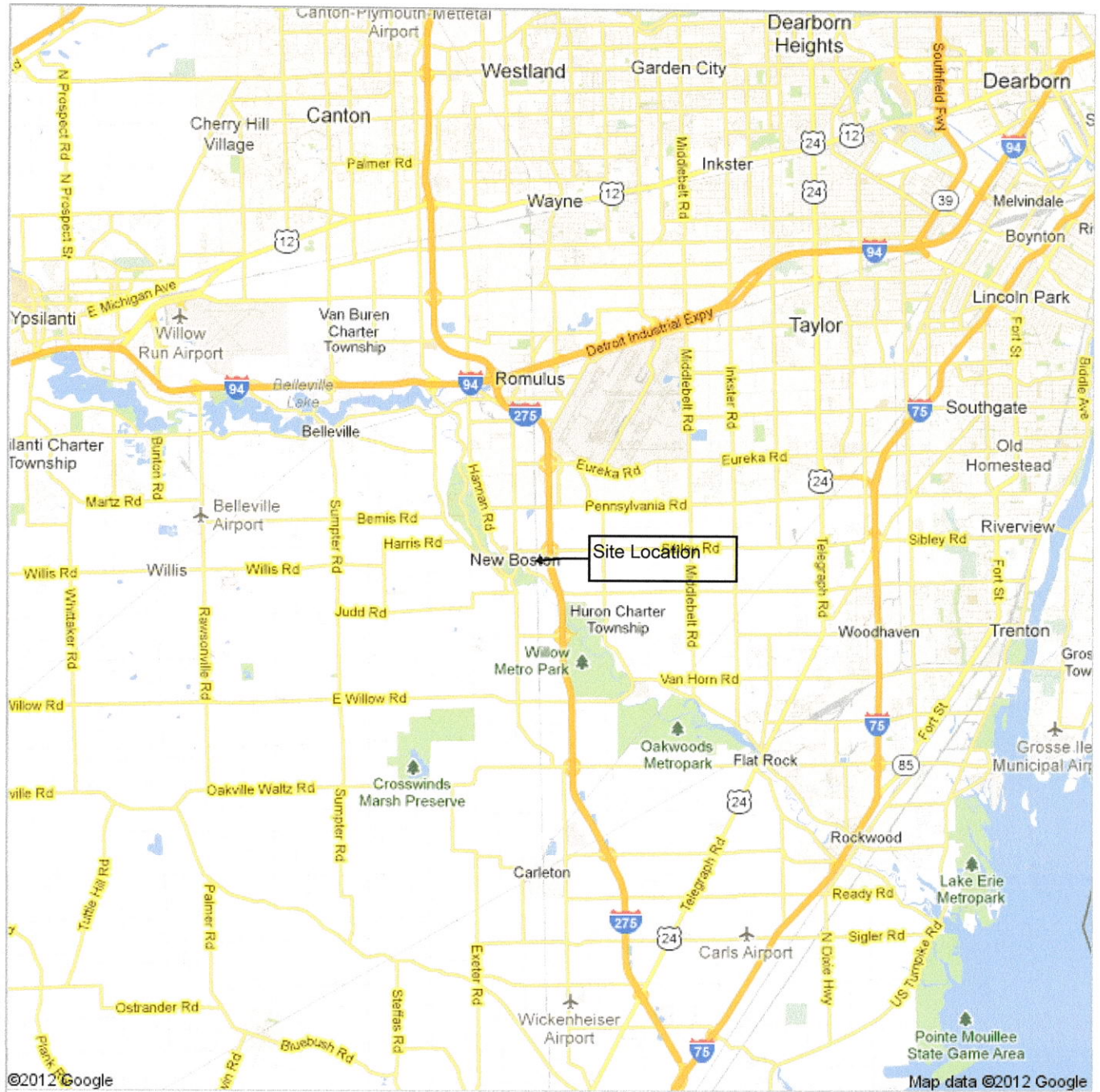
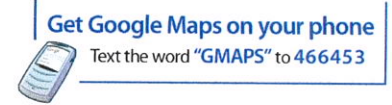
SHEET

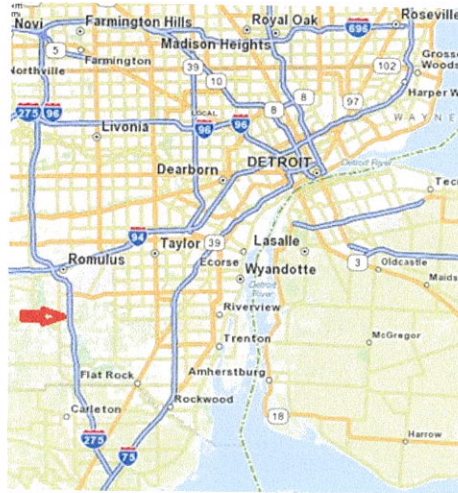
2 OF 2

©Wade Trim Group, Inc.

**EXHIBIT 5**  
**LOCATION MAP**







**EXHIBIT 6**

**AFFIDAVIT OF TRIBAL CFO WILLIAM CONNOLLY**

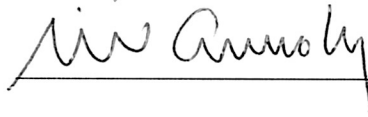
**AFFIDAVIT OF WILLIAM CONNOLLY**

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF CHIPPEWA    )

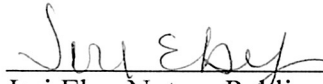
William Connolly, being first duly sworn deposes and says as follows:

1. I am employed by the Sault Ste. Marie Tribe of Chippewa Indians as Chief Financial Officer, and before that as Comptroller, positions which put me in charge of the accounting for the governmental side of the Tribe's operations. I have worked for the Tribe for 20 years.
2. As part of my duties as an employee of the tribe, I was placed in charge of the Self Sufficiency Fund, created pursuant to Section 108 of the Michigan Indians Land Claim Settlement Act, Public Law 105-143.
3. Since the inception of the Self Sufficiency fund, it has been maintained as a separate accounting entity on the books of the Tribe. Currently the interest from the fund is maintained in a Huntington Bank account ending in -2306, and the account has been audited annually by an independent certified public accountant.
4. I am familiar with and have handled the financial aspects of the transaction to purchase the Sibley Road Property which is the subject of the current Trust Application.
5. Pursuant to the Resolution of the Board of Directors, the deposit made by the Tribe on this property was accomplished using interest or income from the Self Sufficiency Fund, as is laid out in Section 108(c) of the Michigan Indians Land Claims Settlement Act; further I have been authorized and directed by the tribal Board of Directors to conclude the purchase of that property on or before June 30, 2014 also using interest or income from the Self Sufficiency Fund.
6. I have reviewed all accounting records of the Tribe and have verified that the above statements are true and correct both according to my personal recollection, and according to the books and records of the Tribe.

7. I am competent to testify as to the statements set forth herein if called upon to do so at trial.

  
\_\_\_\_\_

Subscribed and sworn to before me this 6<sup>th</sup> day of JUNE, 2014.

  
\_\_\_\_\_  
Jeri Eby, Notary Public  
Chippewa County, Michigan  
My Commission Expires: 12/16/2018