



THE MILLE LACS BAND OF
OJIBWE INDIANS

Legislative Branch of Tribal Government

JOINT RESOLUTION 15-03-186-13

A RESOLUTION APPROVING THE RESIDENTIAL LEASE FORM FOR LANDS UNDER THE JURISDICTION OF THE MILLE LACS BAND OF OJIBWE INDIANS.

WHEREAS, the Mille Lacs Band of Ojibwe (Band) is a member of the Minnesota Chippewa Tribe (MCT); and

WHEREAS, the Band and the MCT are each federally-recognized Indian tribes; and

WHEREAS, the Band Assembly acting pursuant to 3 MLBSA § 2 has the authority to enact laws which promote the general welfare of the Mille Lacs Band of Ojibwe (MLBO); and

WHEREAS, the Chief Executive of the Band is empowered to exercise the Executive Branch powers of the Band; and

WHEREAS, Article VI, section 1(c) of the MCT Constitution provides “The [Reservation] Business Committee shall be authorized to manage, lease, permit or otherwise deal with tribal lands, interests in lands or other tribal assets, when authorized to do so by the Tribal Executive Committee but no such authorization shall be necessary in the case of lands or assets owned exclusively by the Reservation”; and

WHEREAS, 3 MLBSA § 1 states that all Band legislative power is vested in the Band Assembly and that it is the body referred to in the MCT Constitution as the Reservation Business Committee; and

WHEREAS, 3 MLBSA § 2(g) states specifically that the Band Assembly has the power to perform all legislative functions conferred on the Reservation Business Committee in Article VI of the MCT Constitution; and

WHEREAS, it follows that, under Article VI, section 1(c) of the MCT Constitution and 3 MLBSA §§ 1 and 2(g), the Band Assembly has the power to manage, lease, permit or otherwise deal in lands owned exclusively by the Band including the power to transfer such lands to the United States to be held in trust for the Band; and

WHEREAS, the Band, through the Band Assembly with the concurrence of the Chief Executive, hereby approves the attached lease documents for residential purposes

DISTRICT I

43408 Oodena Drive • Onamia, MN 56359
(320) 532-4181 • Fax (320) 532-4209

DISTRICT II

36666 State Highway 65 • McGregor, MN 55760
(218) 768-3311 • Fax (218) 768-3903

DISTRICT IIA

2605 Chiminising Drive • Isle, MN 56342
(320) 676-1102 • Fax (320) 676-3432

DISTRICT III

45749 Grace Lake Road • Sandstone, MN 55072
(320) 384-6240 • Fax (320) 384-6190

URBAN OFFICE

1404 E. Franklin Avenue • Minneapolis, MN 55404
(612) 872-1424 • Fax (612) 872-1257

to be used for leasing transactions performed by the Mille Laes Band Real Estate Department; and

WHEREAS, the attached lease documents comply with and are subject to the Act of August 9, 1955, 69 Stat. 539, as amended, 25 U.S.C. § 415, as implemented by Title 25, Code of Federal Regulations, Part 162.

NOW, THEREFORE, BE IT RESOLVED, the Mille Laes Band of Ojibwe hereby approves the use of the attached lease agreements when leasing tribal lands for residential purposes to Mille Laes Band Members.

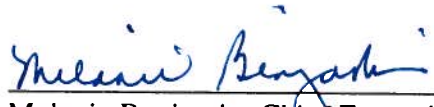
WE DO HEREBY CERTIFY, that the foregoing resolution was duly concurred with and adopted at a regular session of the Band Assembly in Legislative Council assembled, a quorum of legislators being present held on the 28th day of February, 2013 at Isle, Minnesota by a vote of 3 FOR, 0 AGAINST, 0 SILENT.

IN WITNESS WHEREOF, we, the Band Assembly hereunto cause to have set the signature of the Speaker of the Assembly to be affixed to this resolution and forwarded to the Chief Executive for Concurrence.



Curt Kalk, Speaker of the Assembly

IN CONCURRENCE, with the action of the Speaker of the Assembly, I, set my hand to this resolution.



Melanie Benjamin, Chief Executive

OFFICIAL SEAL OF THE BAND

Transaction No. _____

Lease No _____

Tract No. _____

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MILLE LACS BAND OF OJIBWE INDIANS
RESIDENTIAL LEASE
TRIBAL TRUST LANDS

THIS RESIDENTIAL LEASE is made by the Secretary of the Interior (hereinafter called the "Secretary" or the "Lessor") acting for and on behalf of the Mille Lacs Band of Ojibwe, a federally recognized Indian tribe (hereinafter called the "Band") and _____ (hereinafter called the "Lessee") in accordance with the applicable provisions of 25 CFR Part 162, which by this reference are incorporated in and made a part of this Lease. This Lease is binding upon the Lessor, the Band, the Lessee and any successor in interest to or lawful assign of the Lessor, the Band or the Lessee. In accordance with 25 CFR § 162.342, this Lease shall be effective when approved by the Secretary, but the obligations between the parties shall be triggered on _____.

WITNESSETH, That for and in consideration of the covenants and agreements hereinafter set forth, the Lessor hereby lets and leases unto the Lessee, and the Lessee hereby leases from the Lessor, the land and premises (hereinafter called the "Leased Premises") described as follows:

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INSERT LEGAL DESCRIPTION

containing _____ acres, more or less, for the term of _____ years, with a _____ year renewal option beginning on the _____ day of _____, as more specifically described in paragraph 27 (Renewal Option) below, to be used for the sole purpose of the primary residence of the Lessee or, if the Lessee is the Mille Lacs Band Housing Department, for the sole purpose of the primary residence of an authorized sublessee, unless the Band consents in writing to the use of the Leased Premises for another purpose under paragraph 15 (Purpose) below.

In consideration of the foregoing, and in further consideration of the covenants and agreements hereinafter provided, the parties agree that this Lease will provide important benefits to the Band without the payment of rent. Therefore, the Band hereby waives its right to receive monetary consideration for this Lease.

33 This lease is subject to the following provisions:
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- 35 1. "SECRETARY" as used herein means the Secretary of the Interior or his authorized
36 representative. This Lease is subject to the approval of the Secretary pursuant to the Act of
37 August 9, 1955, 69 Stat. 539, as amended, 25 U.S.C. § 415, as implemented by Title 25,
38 Code of Federal Regulations, Part 162.
- 39 2. ENVIRONMENTAL ASSESSMENT. Prior to the construction or placement of any
40 improvements on the Leased Premises, the Lessee must comply with environmental
41 requirements under applicable law, including but not limited to completion of an
42 Environmental Assessment Worksheet (EAW) under Band law.
- 43 3. INADVERTANT DISCOVERIES. If historic properties, archeological resources, human
44 remains, or other cultural items not previously reported are encountered during the course
45 of any activity associated with this Lease, all activity in the immediate vicinity of such items
46 must cease and the Lessee must contact the Band's Realty Office immediately to
47 determine how to proceed and the appropriate disposition of such items.
- 48 4. CONSTRUCTION, OCCUPATION AND MAINTENANCE OF IMPROVEMENTS. The
49 Lessee (or, if the Lessee is the Mille Lacs Band Housing Department, an authorized
50 sublessee) shall, within one (1) year from the date on which the Lessee's (or, if the Lessee
51 is the Mille Lacs Band Housing Department, the sublessee's) obligations under this Lease
52 are triggered: (a) construct or place a permanent residence (which may be a mobile home)
53 on the Leased Premises (unless there is already a permanent residence on the Leased
54 Premises); and (b) occupy said residence as his or her primary residence. All buildings
55 and other improvements constructed or placed on the Leased Premises shall be
56 constructed or placed on said premises in a good and workmanlike manner and in
57 compliance with all applicable laws, regulations and building codes. The Lessee shall at all
58 times during the term of this Lease and at the Lessee's sole cost and expense maintain the
59 Leased Premises and all improvements thereon in good order and repair and in a neat,
60 sanitary, and attractive condition, and in compliance with all applicable laws, ordinances
61 and regulations.
- 62 5. OWNERSHIP OF IMPROVEMENTS. The parties agree that any buildings or other
63 improvements constructed or placed upon the Leased Premises by the Lessee shall be the
64 property of the Lessee during the term of this Lease, but shall remain on the Leased
65 Premises, in a condition satisfactory to the Band, and shall automatically become the
66 property of the Band upon the expiration, cancellation or termination of this Lease.
- 67 6. CANCELLATION OR TERMINATION.
68 (a) The Lessee's violation of any of the provisions in this Lease shall be considered a
69 Default and may result in the cancellation of this Lease by the Secretary and/or the
70 termination of this Lease by the Band. The parties agree that, subject to applicable federal
71 law, the Secretary shall have complete discretion to decide whether to cancel this Lease
72 based on a Default, and that, subject to applicable Band law, the Band shall have complete
73 discretion to decide whether to terminate this Lease based on a Default. Without in any
74 way limiting such discretion or the type of Default that may give rise to cancellation and/or
75 termination of this Lease, the parties agree that, if the Lessee engages in or permits the
76 purchase or sale of illegal drugs on the Leased Premises, the Secretary shall have the
77 authority to cancel and the Band shall have the authority to terminate this Lease.
78 (b) A decision by the Secretary to cancel this Lease under paragraph 6(a) shall be made in
79 accordance with the applicable regulations in 25 CFR Part 162 and, to the extent
80 applicable, paragraph 15 (Purpose) below.

81 (c) A decision by the Band to terminate this Lease under paragraph 6(a) shall be made in
82 accordance with the following provisions and, to the extent applicable, paragraph 15
83 (Purpose) below:

84 (i) If the Band's Realty Office determines that there has been a Default, it will send notice
85 of the Default to the Lessee and any mortgagee by certified mail, return receipt requested.

86 (ii) The notice of Default shall advise the Lessee that, if the Lessee disputes the
87 determination that a Default has occurred, the Lessee must, within ten business days of
88 receipt of the notice of Default, submit a signed, written statement to the Band's Realty
89 Office setting forth the basis for the Lessee's position that a Default did not occur.

90 (iii) In addition, if the Band's Realty Office determines that there is a continuing Default,
91 the notice of Default shall advise the Lessee that, within ten business days of receipt of the
92 notice, he or she must either: (A) cure the Default and notify the Band's Realty Office in
93 writing that the Default has been cured; or (B) request in writing that the Band's Realty
94 Office provide the Lessee with additional time to cure the Default.

95 (iv) After reviewing the notice of Default and the Lessee's response (if any) to such
96 notice, the Band's Commissioner of Natural Resources may recommend to the Band
97 Assembly that the Lease be terminated. The Band Assembly's decision whether to
98 terminate the Lease shall be final.

99 (v) The Lessee shall continue to be responsible for all of the Lessee's obligations under
100 this Lease until this Lease expires or is cancelled or terminated under this paragraph 6.

101 (vi) The failure of the Secretary to cancel or the Band to terminate this Lease for a
102 particular Default shall not prevent the Secretary from canceling or the Band from
103 terminating this Lease for the same or a similar Default in the future.

104 7. RECORDS. The Lessee shall make appropriate records, reports and information available
105 for inspection and duplication by the Secretary and/or the Band (acting through the Band's
106 Realty Office) upon request. The Lessee's failure to cooperate with a request from the
107 Secretary or the Band to make such records, reports or information available for inspection
108 or duplication shall be a violation of this Lease.

109 8. UNLAWFUL CONDUCT. The Lessee shall not use or cause or allow to be used any part
110 of the Leased Premises for any unlawful conduct, the creation of any public or private
111 nuisance, or any illegal activity, and shall not engage in, cause or allow any negligent use
112 or waste of the Leased Premises.

113 9. SUBLEASES AND ASSIGNMENTS.

114 (a) Unless otherwise provided herein, a sublease, assignment or amendment of this Lease
115 may be made only with the written approval of the Secretary, the Band, the Lessee and any
116 surety or sureties. If the Lessee is the Mille Lacs Band Housing Department, the Lessee
117 may sublease the Leased Premises to a member of the Mille Lacs Band who does not hold
118 another residential lease from the Band (either as a lessee, sublessee, assignee, or
119 otherwise) without obtaining the written approval of the Secretary or the Band, but the
120 Lessee must notify the Secretary and the Band of any such sublease in writing.

121 (b) If this Lease and/or any improvements to the Leased Premises are encumbered in
122 accordance with the provisions hereof: (i) the Lessee shall not assign or sublet this Lease
123 without the written approval of the encumbrancer and, if the encumbrance secures a loan
124 that was guaranteed, insured or made by a Federal agency, the Federal agency; and (ii)
125 the Lessee may assign the Lease and deliver possession of the Leased Premises,
126 including any improvement thereon, to the encumbrancer or to a Federal agency
127 guaranteeing or insuring the loan secured by the encumbrance, if the Lessee defaults in
128 any mortgage or other loan agreement for which the Lease and/or improvements on the
129 Leased Premises are encumbered and, in such event, the encumbrancer may transfer the
130 Lease and possession of the Leased Premises to a successor lessee, *provided*, however,

131 that the Lease and possession of the Leased Premises may only be transferred to another
132 member of the Band or to a Band entity.

133 (c) Any sublessee or assignee of this Lease shall be subject to all of the terms and
134 conditions of this Lease and must fulfill all of the obligations of and comply with all of the
135 requirements imposed on the Lessee in this Lease, provided that an encumbrancer or
136 Federal agency to whom this Lease is assigned under this Paragraph 9 need not occupy
137 the Leased Premises.

138 10. LEINS, TAXES, ASSESSMENTS, UTILITY CHARGES. The Lessee shall not permit to be
139 enforced against the Leased Premises, or any part thereof, any liens arising from any work
140 performed on or materials furnished to the Leased Premises, or from any obligations
141 incurred by the Lessee, and the Lessee shall discharge or post bond against all such liens
142 before any action is brought to enforce the same. The Lessee shall pay as they become
143 due and payable all lawful taxes, assessments, licenses, fees and other like charges levied
144 during the term of this Lease upon or against the Leased Premises, all interests therein and
145 all property thereon for which either the Lessee, the Band or the United States may
146 become liable. In addition to the other charges herein described, the Lessee shall pay all
147 charges for water, sewage, gas, electricity, telephone, and other utility services supplied to
148 the Leased Premises as they become due.

149 11. LEASEHOLD ENCUMBRANCE-(a) This Lease or any right to or interest in this Lease or
150 any of the improvements on the Leased Premises may be encumbered with the written
151 approval of the Secretary, the Band, and sureties, if any, and no such encumbrance shall
152 be valid without said approval. An encumbrance may be made for the purpose of
153 borrowing capital for the development and improvement of the Leased Premises, provided
154 the encumbrance is confined to the leasehold interest of the Lessee and does not
155 jeopardize in anyway the United States' or the Band's interest in the land. The Lessee
156 agrees to provide as requested any financial statements or analyses pertinent to the
157 encumbrance that the Secretary or the Band may deem necessary to justify the terms and
158 amount of the encumbrance.

160 (b) In the event of default by the Lessee of the terms of an approved encumbrance, the
161 encumbrancer may exercise any rights provided in such approved encumbrance, subject to
162 the following provisions.

163 (i) Before any sale of the leasehold, whether under power of sale or foreclosure, the
164 encumbrancer shall give to the Secretary and the Band notice of the same
165 character and duration as is required to be given to the Lessee by such
166 encumbrance, the laws of the State of Minnesota, and the laws of the Band. If
167 notice of such sale shall be given and the defaults or any of them upon which such
168 notice of sale is based shall then continue, the Secretary and the Band shall each
169 have the right to correct such defaults at any time prior to the date of sale or
170 foreclosure, and to terminate such leasehold upon paying to the encumbrancer the
171 amount of the principal and accrued interest which remain unpaid.

172 (ii) If any sale under the approved encumbrance occurs, whether by power of sale or
173 foreclosure, the purchaser at such sale shall succeed to all of the rights, title and
174 interest of the Lessee in the leasehold estate covered by said approved
175 encumbrance, *provided* that the purchaser agrees in writing to be bound by all the
176 terms and conditions of this Lease, and *provided further* that the Lease may only be
177 sold to the encumbrancer, a member of the Band or a Band entity. If the purchaser
178 at such sale is the encumbrancer, the encumbrancer may sell and assign the
179 leasehold interest with the prior written consent of the Secretary and the Band,
180 *provided* that the assignee shall agree in writing to be bound by all the terms and

- 181 conditions of this Lease and *provided further* that the Lease may only be sold and
182 assigned to a member of the Band or to a Band entity. If the encumbrancer is the
183 purchaser, it shall be required to perform this Lease only so long as it retains title
184 hereto.
- 185 (iii) If no qualified purchaser can be found, the encumbrancer may sublease the Leased
186 Premises and improvements with the prior written consent of the Secretary and the
187 Band. Such sublease shall be to a member of the Band or to a Band entity. The
188 term of the initial sublease period and any succeeding period shall not exceed one
189 year each. Any subsequent purchase of the Lease shall be subject to any sublease
190 by the encumbrancer pursuant to this subsection.
- 191 (iv) "Approved encumbrance" herein shall mean an encumbrance approved by the
192 Secretary, the Band, and sureties, if any. "Encumbrancer" herein shall mean the
193 owner and holder of an approved encumbrance, and, if the encumbrance secures a
194 loan guaranteed, insured or issued by a Federal agency, shall include the Federal
195 agency. No encumbrancer, except a Federal agency as mortgagee or assignee of
196 a mortgagee, may obtain title to the interest created by this Lease without the prior
197 written consent of the Secretary and the Band. For loans insured under Section
198 248 of the National Housing Act, 12 U.S.C. § 1715z-13, only the Federal agency
199 may exercise the rights of an encumbrancer under this section.
- 200 12. RELINQUISHMENT OF SUPERVISION BY THE SECRETARY. Nothing contained in this
201 Lease shall operate to delay or prevent a termination of Federal trust responsibilities with
202 respect to the land by the issuance of a fee patent or otherwise during the term of the
203 Lease; however, such termination shall not serve to abrogate the Lease. The Band and the
204 Lessee and his or her surety or sureties shall be notified by the Secretary of any such
205 change in the status of the land.
- 206 13. ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS. No assent, express or
207 implied, to any breach of any of the Lessee's covenants shall be deemed to be a waiver of
208 any succeeding breach of any covenants.
- 209 14. UPON WHOM BINDING. It is understood and agreed that the covenants and agreements
210 in this Lease shall extend to and be binding upon the heirs, assigns, successors, executors,
211 and administrators of the parties of this Lease. While the Leased Premises are in trust or
212 restricted status, all of the Lessee's obligations under this Lease, and the obligations of its
213 sureties, are to the United States as well as to the Band.
- 214 15. PURPOSE.
- 215 (a) The Lessee (or, if the Lessee is the Mille Lacs Band Housing Department, an authorized
216 sublessee) shall use and occupy the Leased Premises solely as the primary residence of
217 the Lessee (or, if the Lessee is the Mille Lacs Band Housing Department, as the primary
218 residence of the authorized sublessee) and for no other purpose without the written
219 consent of the Band. To obtain such consent, the Lessee or authorized sublessee must
220 submit a written request to the Band's Realty Office explaining how the Lessee or
221 authorized sublessee intends to use the Leased Premises, the period of time in which the
222 Leased Premises will not be used as the Lessee's or authorized sublessee's primary
223 residence, and the grounds on which the Lessee or authorized sublessee contends that the
224 Band should consent to the proposed use. The Band's Realty Office shall determine
225 whether or not to consent to the proposed use, provided that, if the Band's Realty Office
226 declines to consent to the proposed use the Lessee or authorized sublessee may request
227 in writing that the Band's Commissioner of Natural Resources review the request and
228 decide whether to consent to the proposed use. The decision of the Commissioner of
229 Natural Resources whether to consent to the proposed use shall be final.

- 230 (b) Non-use of the Leased Premises, or lack of occupancy, by the Lessee or sublessee for a
231 period of 30 days, except as authorized in paragraph 4 above or as consented to in writing
232 by Band in accordance with Paragraph 15(a), may result in initiation of the following
233 cancellation or termination procedures. A 30-day notice of cancellation or termination may
234 be served on the Lessee or sublessee by certified mail, return receipt requested. If, within
235 the 30-day period, the Lessee, sublessee, or his or her lawful assigns do not provide
236 documentation establishing that they are engaged in a process that will result in occupancy
237 of the Leased Premises in accordance with Paragraph 15(a) (e.g., documentation that they
238 have applied for financing for a new home), the Lease may be cancelled by the Secretary
239 or terminated by the Band and a notice to vacate the Leased Premises within 30 days may
240 then be issued by the Secretary or the Band.
- 241 16. CARE OF THE PREMISES. The Lessee agrees that he or she will dispose of trash,
242 refuse, debris, inoperative vehicles or equipment, and any other materials on or within the
243 Lease Premises that may cause detriment or devaluation to the Leased Premises and/or to
244 the surrounding area so that there is no accumulation thereof and so that the Leased
245 Premises and the perimeter areas are maintained in a neat, safe, and sanitary condition.
246 The Lessee shall remain responsible for removal of any of the aforementioned items upon
247 the expiration, cancellation or termination of this Lease.
- 248 17. INSPECTION. The Secretary and the Band shall have the right at any reasonable time
249 during the term of this Lease and upon reasonable notice in accordance with 25 CFR §
250 162.364 to enter upon the Leased Premises or any part thereof to inspect the land and/or
251 buildings or other improvements placed thereon for the purpose of monitoring compliance
252 with the covenants and provisions of this Lease.
- 253 18. TIMBER CUTTING. It is understood and agreed that the Secretary and the Band reserve
254 the right of ingress and egress for the purpose of management of any timber resources on
255 the Leased Premises. The Lessee shall not cut or cause to be cut any merchantable
256 timber without the written consent of the Secretary and the Band.
- 257 19. EASEMENTS AND RIGHTS OF WAY. The Secretary and the Band reserve the right to
258 grant rights-of-way over and through the Lease Premises for construction of roads, utility
259 services and for other purposes which may increase the value of the land.
- 260 20. HOLDING OVER. Holding over by the Lessee after the expiration, cancellation or
261 termination of this Lease shall not constitute a renewal or extension of this Lease or give
262 the Lessee any rights in or to the Leased Premises. The Lessee agrees to remove all
263 personal property removable under paragraph 5 above within sixty days after the
264 expiration, cancellation or termination of this Lease.
- 265 21. TAX IMMUNITY. Nothing contained in this Lease shall be deemed to constitute a waiver of
266 applicable laws providing tax immunity to trust or restricted Indian property or any interest
267 therein or income therefrom.
- 268 22. DELIVERY OF THE PREMISES. The Lessee hereby agrees that upon the expiration,
269 cancellation or termination of this Lease, he or she will vacate the Leased Premises
270 peaceably and without legal process, and will deliver possession of the Leased Premises to
271 the Secretary and the Band in good condition.
- 272 23. BENEFICIARY OF LEASE. The Lessee may designate in writing a person as a
273 Beneficiary, who he or she wishes to receive the remainder of the Lease upon his or her
274 death, and the Lease shall be made to such designated person for the remainder of the
275 term with the approval of the Secretary and the Band, provided that the Beneficiary must be
276 a member of the Band, must comply with all provisions of this Lease, including but not
277 limited to the requirement in paragraph 15 (Purpose) above that the Lessee use and
278 occupy the Leased Premises as the Lessee's primary residence, and must either re-pay in

- 279 full or assume Lessee's remaining obligations under any loan secured by the Leased
280 Premises or any improvements thereon.
- 281 24. PROFITS DERIVED FROM THE LEASEHOLD. It is understood and agreed that any
282 profits derived from or attributable to the leased land are the property of Band, including but
283 not limited to any profits derived from the sale of sand, gravel, rock and other resources
284 obtainable from the land. The Lessee must obtain the written consent of the Band before
285 the removal and/or sale of any materials from the leased land. The profits derived from
286 such sale shall not inure to the Lessee absent permission in writing from the Band in
287 advance of the proposed sale.
- 288 25. INDEMNIFICATION. Neither the United States nor the Band, nor any of their officers,
289 agents or employees, shall be liable for any loss, damage, or injury of any kind whatsoever
290 to the person or property of the Lessee arising under this Lease. The Lessee shall hold the
291 United States and the Band harmless from any loss, liability, or damages resulting from the
292 Lessee's use or occupation of the Leased Premises and shall indemnify the United States
293 and the Band against all liabilities or costs relating to use, handling, treatment, removal,
294 storage, transportation, or disposal of hazardous materials, or release or discharge of any
295 hazardous material from the Leased Premises that occurs during the term of this Lease,
296 regardless of fault, with the exception that the Lessee is not required to indemnify the Band
297 for liability or cost arising from the Band's negligence or willful misconduct.
- 298 26. AUTHORITY - This Lease is authorized by Mille Lacs Band Resolution # _____,
299 dated _____ and supercedes any preexisting lease for the Leased Premises.
- 300 27. RENEWAL OPTION – The Lessee may, at his or her option, renew this Lease for a single
301 renewal term of __ years. To exercise this renewal option, the Lessee must not be in
302 Default under any provision of this Lease and must notify the Band's Realty Office and any
303 mortgagee in writing of his or her intent to exercise this option at least six months before
304 the original expiration date of this Lease. The Band shall provide confirmation to the
305 Secretary of the renewal of this Lease if the Lessee exercises his or her renewal option
306 under this paragraph.
- 307 28. HOMEOWNER'S INSURANCE- At all times during the term of this Lease, the Lessee shall
308 carry homeowner's insurance coverage with replacement loss coverage of not less than the
309 value of the improvements on the Leased Premises and liability coverage of not less than
310 \$300,000.00 per incident, and said insurance coverage shall be written jointly to protect the
311 Lessee and the Band as co-insureds. Evidence acceptable to the Band's Realty Office of
312 such coverage shall be provided to the same.
- 313 29. NO WAIVER OF EMINENT DOMAIN AUTHORITY. Nothing in the Lease is intended to,
314 and nothing in this Lease shall be construed as, waiving or impairing in any way the Band's
315 eminent domain authority, including but not limited to the Band's authority to condemn the
316 leasehold interest created by this Lease. The Band and the Lessee further agree that the
317 Band may exercise its eminent domain authority to condemn the leasehold interest created
318 by this Lease in a proceeding initiated by the Band against the Lessee in the Band's Court
319 of Central Jurisdiction, and that neither the United States nor the Secretary shall be a
320 necessary party to such a proceeding.
- 321 30. ADDITIONS.-Prior to the execution of this lease provision(s) number(s) _____
322 has (have) been added hereto and by reference is (are) made a part hereof.
323

Transaction No. _____
Lease No. _____
Tract No. _____

Lessee Date

STATE OF MINNESOTA }
COUNTY OF _____ }ss.
}

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325 The forgoing Instrument was signed by _____ before me this ___ day of ____, 2013
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SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

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329 Recommended for approval _____ Date: _____
330 Commissioner of Natural Resources

331 Mille Lacs Band of Ojibwe, By _____, Chief Executive
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STATE OF MINNESOTA }
COUNTY OF _____ }ss.
}

333
334 The forgoing Instrument was signed by _____ before me this ___ day of ____, 2013
335
336

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

337
338 Mille Lacs Band of Ojibwe, By _____, Secretary/Treasurer
339
340

STATE OF MINNESOTA }
COUNTY OF _____ }ss.
}

341
342 The forgoing Instrument was signed by _____ before me this ___ day of ____, 2013
343
344

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

345
346 Recommended for approval _____ Date: _____
347 Realty Officer, Minnesota Agency

348 Approved _____ 2013 _____
349 Approving Official.
350

351 The within lease is hereby approved pursuant to authority delegated by 209 DM8, 230 DM 1, 3 IAM 4 and F0003-01 dated May 2,
352 2003".
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This instrument was prepared by Jenny Kegg, Real Estate Clerk, for the Mille Lacs Band of Ojibwe