

**The original documents are located in Box 8, folder “Bay Mills Indian Community” of
the Norman Ross Files, 1974-75
at the Gerald R. Ford Presidential Library.**

Copyright Notice

The copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyrighted material. Norman E. Ross, Jr. donated to the United States of America his copyrights in all of his unpublished writings in National Archives collections. Works prepared by U.S. Government employees as part of their official duties are in the public domain. The copyrights to materials written by other individuals or organizations are presumed to remain with them. If you think any of the information displayed in the PDF is subject to a valid copyright claim, please contact the Gerald R. Ford Presidential Library.



REQUEST TO MAKE
RACO AIRPORT AND MISSILE SITE
TRUST LAND

Bay Mills Indian Community
Route #1
Brimley, Michigan 49715
Telephone: (906) 248-4245

Michael C. Parish,
Tribal Chairman

REQUEST
FOR THE TRANSFER OF THAT PORTION OF
SECTION 28, THE EAST $\frac{1}{2}$ OF SECTION 29 AND THE NORTH $\frac{1}{2}$ OF SECTION 33
TOWN 46 NORTH, RANGE 4 WEST, CHIPPEWA COUNTY, MICHIGAN
KNOWN AS THE RACO AIRPORT AND MISSILE SITE
BELONGING TO THE UNITED STATES
CURRENTLY UNDER THE JURISDICTION OF THE FOREST SERVICE USDA
TO BE HELD IN TRUST BY
THE DEPARTMENT OF THE INTERIOR FOR THE BENEFIT OF
THE BAY MILLS INDIAN COMMUNITY
TO BE USED AS AN
INDUSTRIAL PARK



Submitted by:

Bay Mills Indian Community
Route #1
Brimley, Michigan 49715
Telephone: (906) 248-4245

Michael C. Parish, Tribal Chairman

The Raco airport and missile site is located on Highway M-28 less than twenty miles west and south of the Bay Mills Indian Reservation. The airport was built during World War II, ostensibly to provide for the air defense of the Soo Locks should they ever come under attack. No air use has ever been made of the facility in its more than thirty years of existence. A missile site was established covering about forty acres adjacent to the east runway during the sixties. A portion of the east runway was and is used as the roadway into the facility. The facility was abandoned by the Air Force and reverted to the control of the Forest Service, USDA. Some three years ago the missile site was leased for a period of ten years from the Forest Service to the Bay Mills Indian Community. Between the time of its abandonment by the Air Force and the lease to Bay Mills Indian Community, considerable vandalism took place to the various buildings and improvements. The site was leased as an industrial park, and one industry, a saw mill, is currently operating, employing about twenty people, the majority of whom are members of the Bay Mills Indian Community. Even with the depressed nature of the economy, the Bay Mills Industrial Council has been able to generate considerable interest in the facility which they envision as a center for wood products related industry. The fact that any prospective business



would have become a sub-lessee has been a deterrent. It is unreasonable to expect any appreciable capital outlay with only seven years remaining on the lease to the reservation. In addition, wood products industry requires a considerable amount of acreage and some degree of separation due to its inherent problems with fire, so the current amount of leased land is clearly not sufficient.

The Raco airport and missile site is located in the center of the Hiawatha National Forest. Considerable pine reforestation took place here in the late thirties by the CCC's, which is now reaching some degree of maturity. A using facility located in the center greatly enhances the marketability of available yeild. It can be reasonably anticipated that the extensive forest resource will be managed to produce a sustained yeild to supply the raw material for the industrial park. The area requested to be transferred is cleared and not planted. Nor is there any reasonable expectation that pine seedlings will flourish on concrete runways, it seems likely that it would have been found in the last thirty years. No private land is involved, so no problems with township, county government or school districts can reasonably be anticipated if the requested transfer takes place.



The Bay Mills Indian Community is a federally organized Indian Reservation located on the shore of Whitefish Bay, twenty road miles east of Sault Ste. Marie. The reservation is located on the site of an Indian community that predates the coming of the white man. An extensive reservation was located in this area when large portions of the State of Michigan were ceded to the United States by the Treaty of 1836. This was the only reservation established in the Treaty of 1855; and was organized pursuant to the provisions of the Indian Reorganization Act of 1934. To the 680 acres that remained of the 1855 reservation were added about 800 acres adjacent to the original reservation and another 400 acres on Sugar Island in the St. Mary's River, some thirty miles east of the main reserve. Access to the reservation is by a poor quality county road, replete with hills, curves and one way bridges. About a mile of shoreline property on the original reservation is sand, about twenty feet above lake level. Most all of the remainder of the reservation is of a swampy character. The acreage on Sugar Island is accessible, first by a small ferry boat, then by twelve miles of dirt road. The economic base of the reservation has always been fishing, but even if the reservation is to gain the right to fish without restriction by the State of Michigan, it will at best be only



helpful in relieving the poverty of the reservation. This right is currently the center of extensive litigation, but it is not expected that the matter will be finally resolved for a considerable period of time.

The Bay Mills Indian Community has a membership of 540. About 250 of these live on the reservation land; most of the remainder live in Chippewa County, but outside of the reservation. Many of the members who live off the reservation actually live closer to the Raco site than those who live on the reservation.

USE TO BE MADE OF THE SITE

Of primary interest to the Bay Mills Indian Community is the forty acres now covered by lease from the Forest Service. This is the improved section of the property that contains most of the buildings, a water supply system and the sewage disposal system. The remainder of the property requested is the airport itself. This landing strip was built in 1942 and has never been used for any airplane connected use, though it has been charted as an emergency landing strip. It is, however within fifteen to twenty air miles of improved landing fields fully equipped to handle aircraft; Kincheloe AFB, the Sault Ste. Marie Municipal Airport in Sault Ste. Marie, Michigan and the airport in Sault Ste. Marie, Ontario.



The primary use of the total property will be for an industrial park related to the use of wood products. However, there is certainly other contemplated and possible uses for the property. The airstrip has potential for snowmobile, motorcycle and automobile racing. It has potential for use as a storage and assembly area for wood products such as pulp wood, lumber, and wood pallets. With the availability of the water supply system and sewage disposal system, home sites and tourist accommodations are also possible. There is considerable potential in the area, but the present confused state of ownership and the multiplicity of bureaucracies that must be dealt with makes any development of the area impossible.

The Bay Mills Indian Community is uniquely in a position to capitalize on the opportunity to develop and take advantage of the many assets inherent in the subject property. The Indian Reorganization Act of 1934 does two things: under Section 16 of the Act a governmental organization is established, under Section 17 an Industrial Development Organization. The nature of the Industrial Development is that of a federal corporation with certain restrictions, but also with certain advantages. The BIA has funded an Industrial Development group on the Reservation. They are realists; industrial development on the existing reservation is pretty much limited to a fish processing plant currently under negotiation with



the Economic Development Administration. Physical location coupled with lack of skills sufficient to bring the mountain to Mohammed preclude such dreams. But...a wood products industrial park in the middle of a federal forest just gaining maturity makes economic sense and is definitely salable. This is especially true when various tax advantages and financing opportunities may be available for industry located on Indian Trust Land. These advantages are unavailable or uncertain when the physical location is merely on land leased to the Bay Mills Indian Community. It is necessary if the Industrial Park is to grow beyond its current status; it must become reservation land.

Use of the property by the Forest Service is severely restricted by the fact that the State of Michigan is the title holder of a considerable portion of the property. We have reason to believe that there is a strong possibility the State of Michigan will transfer their interest in the property to the Bay Mills Indian Community.

The Bay Mills Indian Community has a proven track record of ability to deal with prospective industries as well as the multitude of federal, state and local agencies working in the field of industrial development. It has a working governmental organization, legal assistance available through a grant from the Catholic Bishop's Campaign for Human Development, an extreme



desire to improve the economic well being of its members, and the contacts necessary to put it all together.

None of the land involved is currently on any local tax roll; transfer of dollars between government agencies should not be necessary; the Forest Service which has not and apparently cannot find any suitable use for the subject property stands to gain from the transfer because it should enhance the value of standing timber in the Hiawatha National Forest, and we feel confident that the State of Michigan would be willing to transfer what interest it has in the subject property to the Bay Mills Indian Community for the suggested uses.

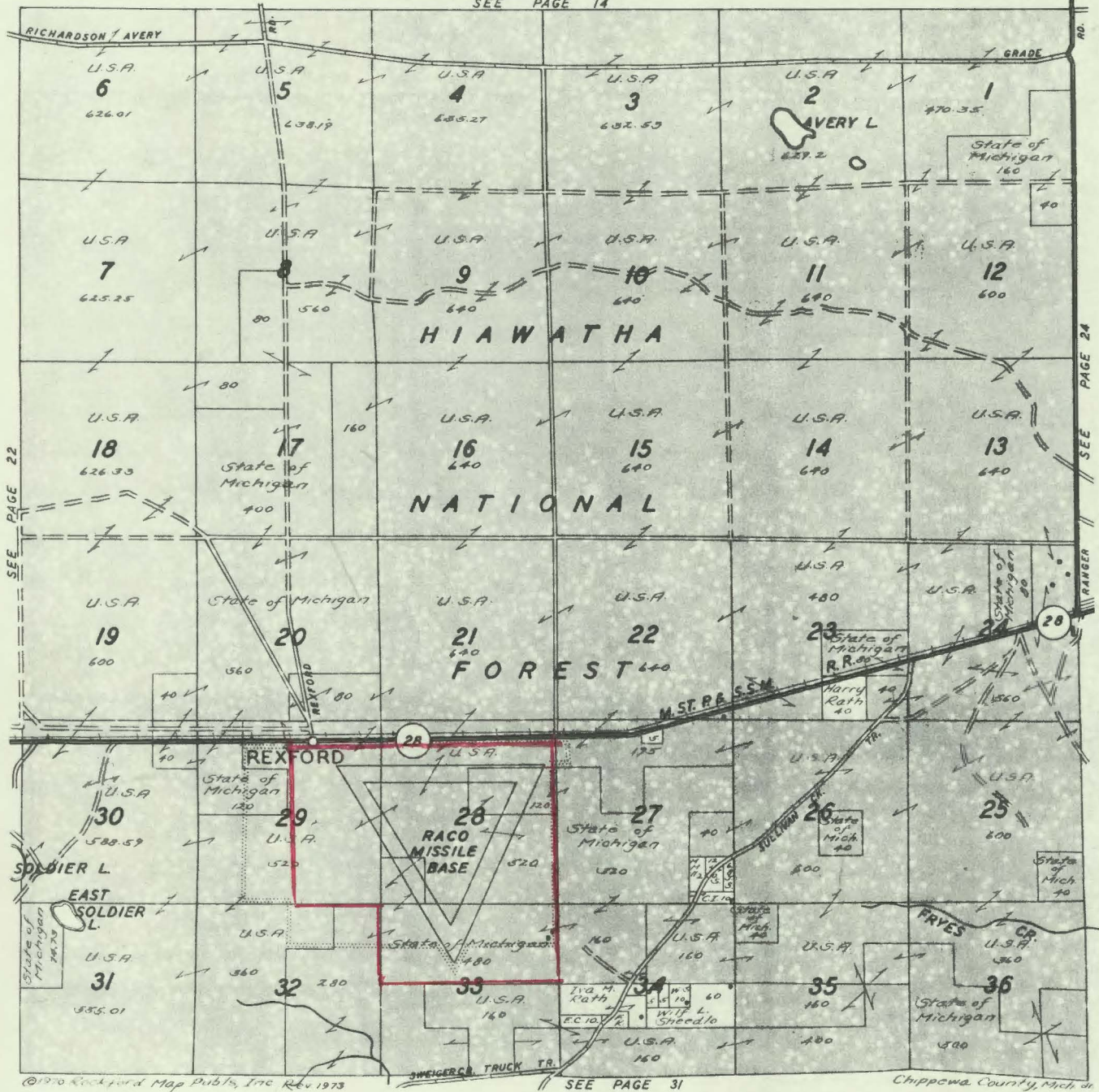




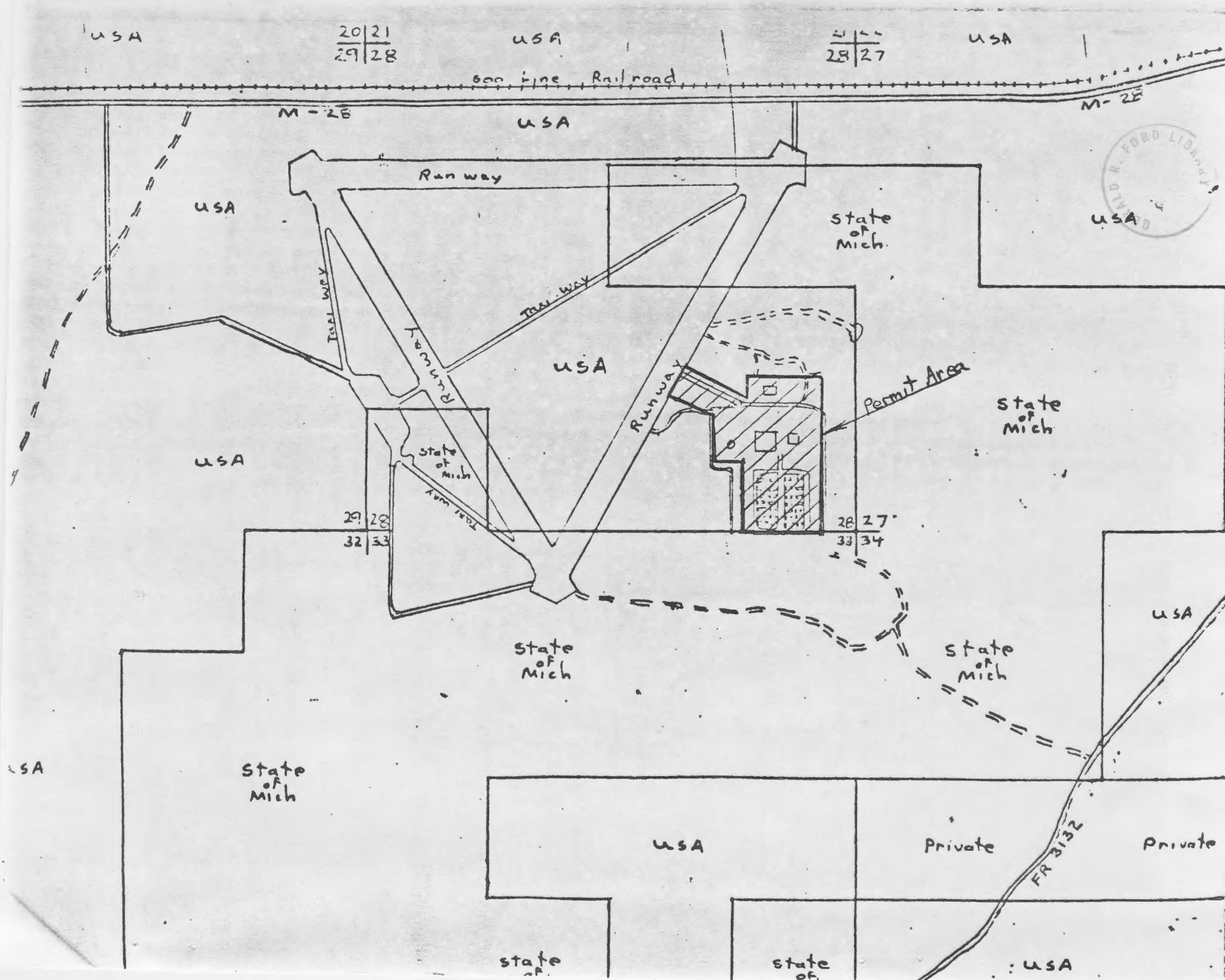
WEST
PART SUPERIOR

T. 46 N.-R. 4 W.

SEE PAGE 14



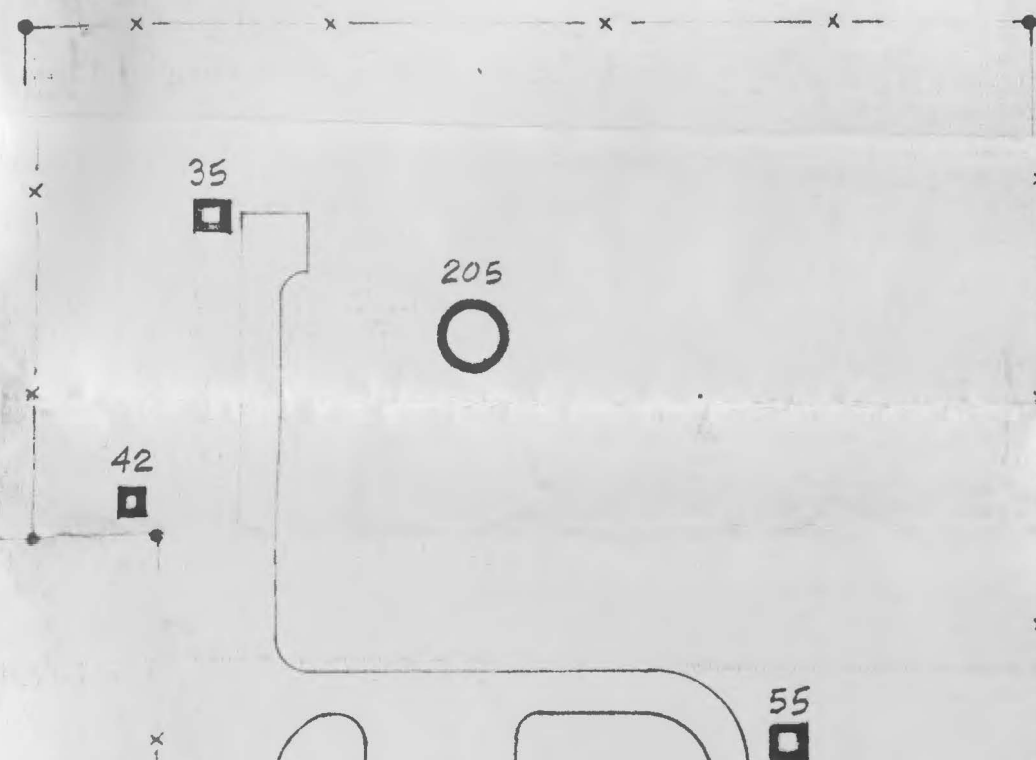
©1970 Rockford Map Publ'g, Inc. Rev. 1973

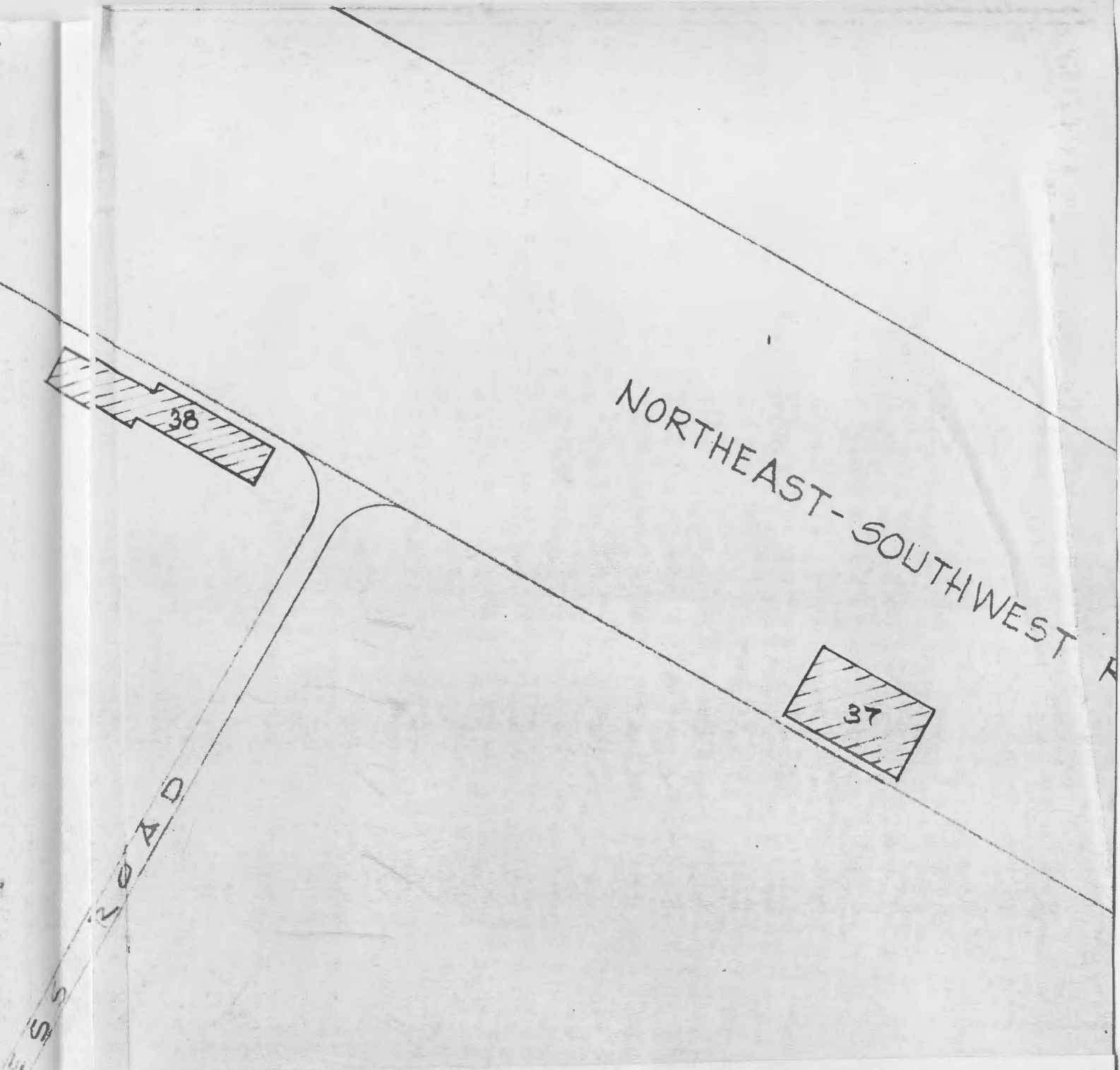


BUILDING LIST

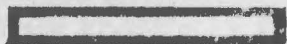
<u>NO.</u>	<u>DISCRIPTION</u>
29.	SQUADRON OPERATIONS
30.	SHOP, MISSILE ASSY.
31.	SECURITY CENTRAL CONTROL
32.	STORAGE, G/M WARHEAD
33.	TRAFFIC CHECK HOUSE
34.	SANITARY LATRINE
35.	WATER PUMP STATION
36.	ADMIN. OFFICE
37.	WHSE, SUP. & EQUIP. BSE
38.	READINESS, CREW
39.	PAINT STORAGE
40.	VEHICLE FUELING STATION
42.	SPECIAL FUEL FACILITY
43.	C.E. STORAGE SHED
55.	STORAGE GAS BOTTLE
115.	FLAG POLE
205.	WATER STORAGE TANK
1-28.	MISSILE LAUNCHING FACILITY

PERIMETER ROAD





LEGEND



PERMANENT BUILD

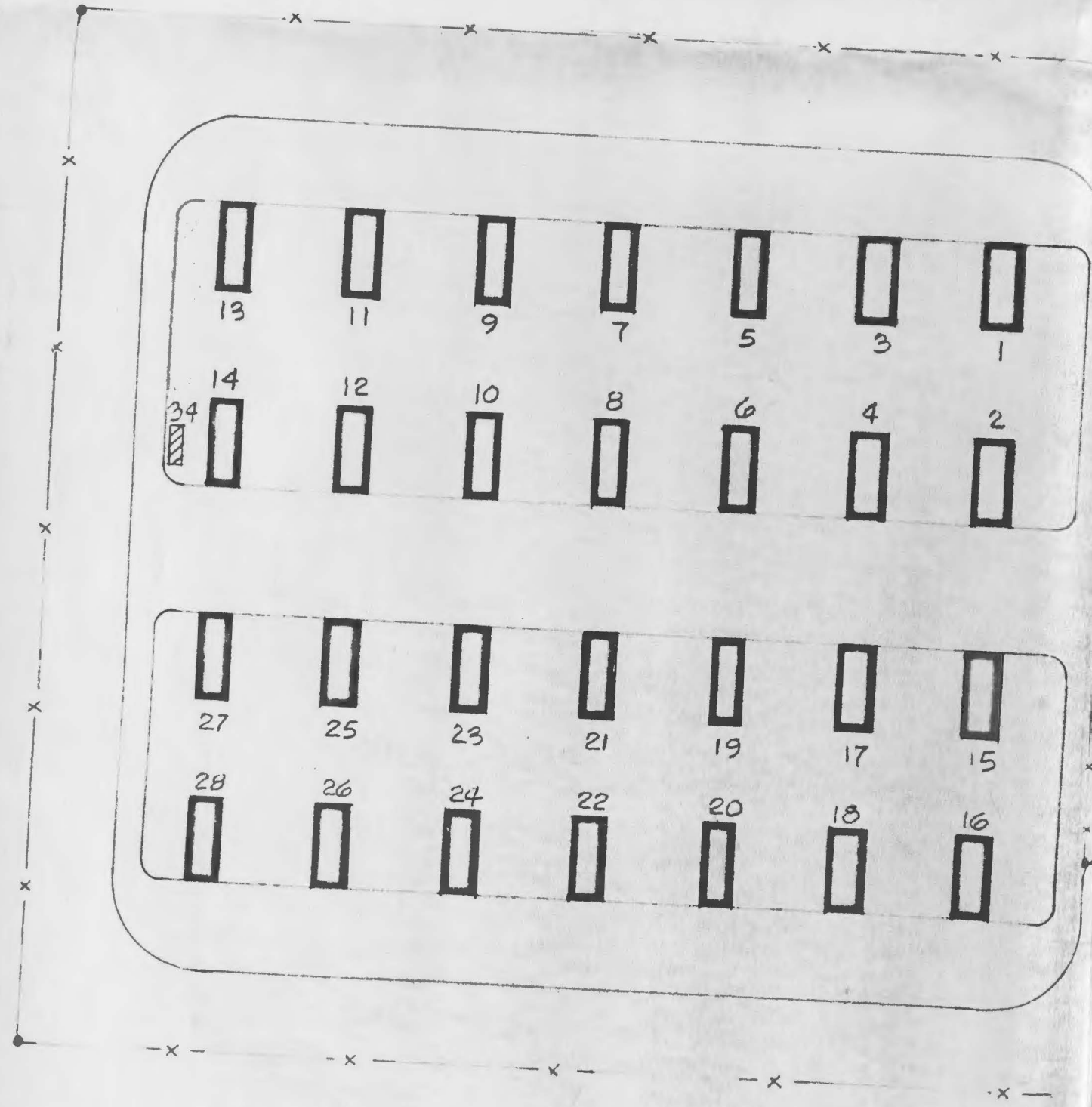


SEMI-PERMANENT

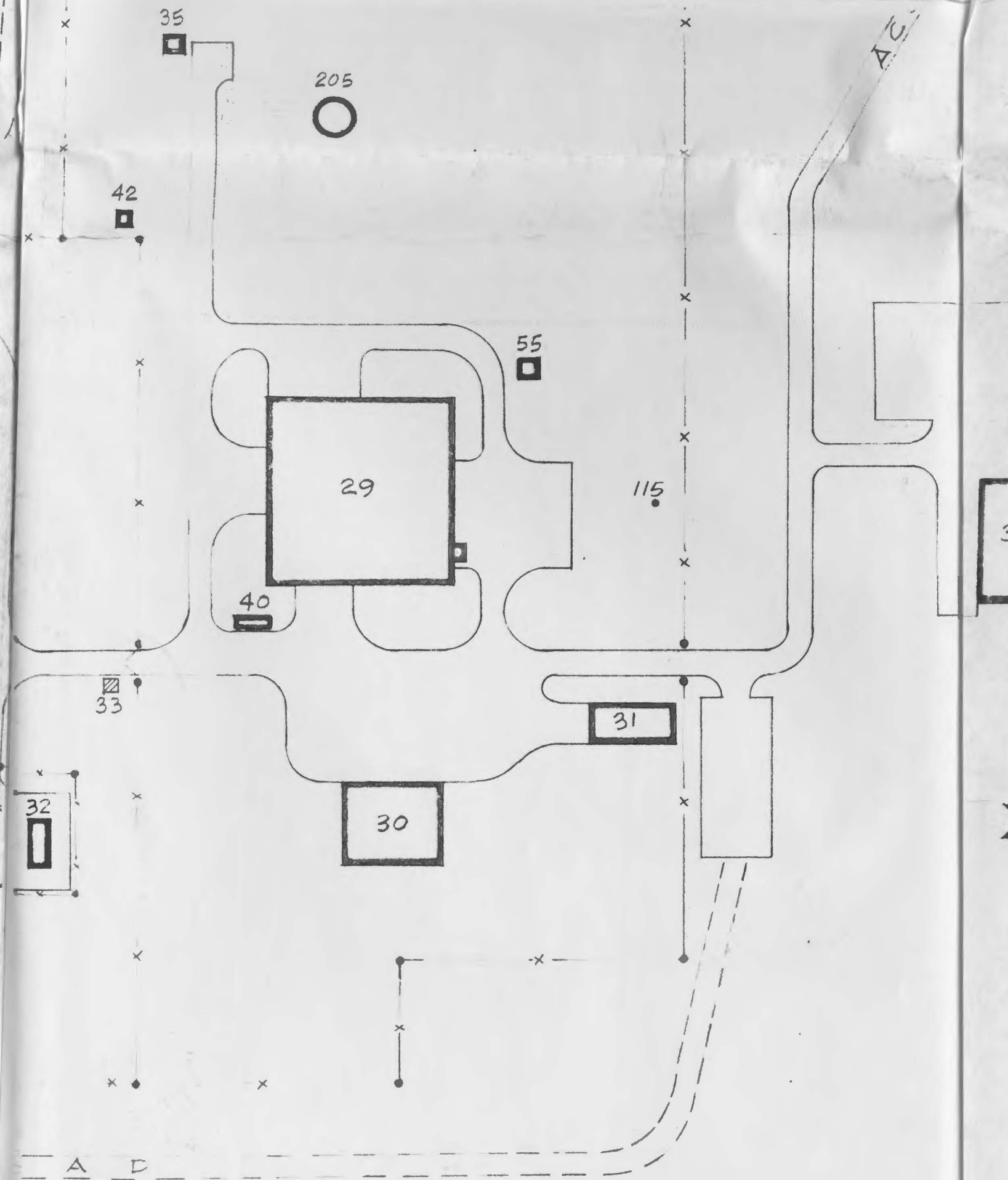


SECURITY FENCE

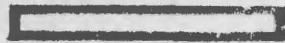




PERIMETER ROAD



LEGEND



PERMANENT BUILD



SEMI-PERMANENT



SECURITY FENCE

43



39



36



SCALE: 1" = 100'

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
INDIAN TECHNICAL ASSISTANCE CENTER

DENVER, COLORADO 80225

DUPLICATE 70

TERM SPECIAL USE PERMIT

Act of March 4, 1915, as amended July 28, 1956,
or Act of March 30, 1948
(Ref. FSM 2710)

a. Record no. (1-2)	b. Reg. (3-4)	c. Forest (5-6)
70	09	10
d. District (7-8)	e. Use number (9-12)	f. Kind of use (13-15)
04	5261	622
g. State (16-17)	h. County (18-20)	k. Cerd no. (21)
26	033	1

Permission is hereby granted to The Bay Mills Indian Community
of Route 1, Brimley, Michigan 49715
hereinafter called the permittee, to use subject to the conditions set out below, the following described
lands or improvements for the period of 5 years from the date thereof:

Lands:

A portion of the E₃, Section 28, T 46 N, R 4 W, Chippewa County, Michigan, as shown
on the map marked Exhibit A and attached hereto.

Improvements:

Government buildings, structures, and other facilities on the area covered by this
permit as listed and described in Exhibit B attached hereto.

This permit covers 34 acres and is issued for the purpose of: using the former
Kincheloe Missile annex as a training center and as a site for various industries
employing Indians and non-Indians from the general area. Being responsible for the
protection of the entire area from vandalism and the maintenance, alteration, and
operation of the used buildings and the used improvements.

1. Construction or occupancy and use under this permit shall begin within 6 months, and
construction, if any, shall be completed within 0 months, from the date of the permit. This
use shall be actually exercised at least 365 days each year, unless otherwise authorized
in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agri-
culture, the sum of thirty-two and 17/100 Dollars (\$ 32.17) for the period from
October 16 19 73, to December 31, 19 73, and thereafter
annually on January 1

One Hundred Fifty-two and 50/100 - - - - Dollars (\$ 152.50);
Provided, however, That the charges for this use shall be readjusted as of, and effective on, the beginning
of each 5-year period from the due date of the first annual payment in order to place the charges on a basis
commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions 20 to
49 attached hereto and made a part of this permit.

PERMITTEE	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
ISSUING OFFICER	NAME AND SIGNATURE	TITLE	DATE

(CONTINUED ON REVERSE)

2700-5 (10/68)

4. Development plans; lay-out plans; construction, reconstruction, or alteration of improvements; or revision of lay-out or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

7. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

8. The permittee shall take all reasonable precaution to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the national forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

12. Except as provided in Clause 16 below, upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and the restoration of the site.

13. This permit is not transferable. If the permittee, through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee, and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises will be authorized by a permit to him, which may be for the unexpired term of this permit or for such new period as the circumstances justify.

14. The permittee may sublease the use of land and improvements covered under this permit and the operation of concessions and facilities authorized; Provided the express written permission of the Forest Supervisor has been secured. The permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

15. This permit may be terminated upon breach of any of the conditions herein.

16. If during the term of this permit or any extension thereof, the Secretary of Agriculture or any official of the Forest Service acting by or under his authority shall determine that the public interest requires termination of this permit, this permit shall terminate upon thirty days' written notice to the permittee of such determination, and the United States shall have the right thereupon to purchase the permittee's improvements, to remove them, or to require the permittee to remove them, at the option of the United States, and the United States shall be obligated to pay an equitable consideration for the improvements or for removal of the improvements and damages to the improvements resulting from their removal. The amount of the consideration shall be fixed by mutual agreement between the United States and the permittee and shall be accepted by the permittee in full satisfaction of all claims against the United States under this clause: *Provided*, That if mutual agreement is not reached, the Forest Service shall determine the amount and if the permittee is dissatisfied with the amount thus determined to be due him he may appeal the determination in accordance with the Appeal Regulation (36 C.F.R. 211.20 - 211.37) and the amount as determined on appeal shall be final and conclusive on the parties hereto; *Provided further*, That upon the payment to the permittee of 75% of the amount fixed by the Forest Service, the right of the United States to remove or require the removal of the improvements shall not be stayed pending final decision on appeal.

~~17. The permittee agrees that the amount which the United States shall be required to pay for improvements in accordance with Clause 16 shall in no event exceed \$ _____, and that this instrument may be introduced in any judicial proceedings for the acquisition of such improvements by the United States as the stipulation of the permittee and the United States with regard to the maximum amount which the United States shall be required to pay for the taking thereof.~~

18. In case of change of address the permittee shall immediately notify the forest supervisor.

19. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provisions thereof, the following clauses will control.



Special Use Permit
The Bay Mills Indian Community

20. The fee to be charged for this permit will be computed as follows:

- A. A nominal fee of \$25.00 per year will be charged for land and improvements in the following categories:
 - (1) Used for classroom training. (This does not include "on-the-job" training space.)
 - (2) Components of the water, sewage, and power system; and fencing, gates, roads within the permit area, and other elements of the protection system.
 - (3) Used by the permittee for administration.
- B. The lands and improvements used for commercial purposes will be charged for at 6 percent of the appraised value of the buildings occupied and 5 percent of the appraised value of the land occupied.
- C. There will be no charge for the land and improvements that are not being occupied.
- D. The cost of utilities and of maintenance and protection, and of any other services rendered, will not be considered in the fee computation.

21. In consideration for the use, the initial charge will be \$152.50 but will change as additional buildings and land are put in use or vacated. The cash payment for rent will be adjusted annually by allowances for maintenance or restoration of any buildings on this permit area, used or unused, as described below.

Annually at the end of the permittee's fiscal year, an inspection will be made of the improvements by a representative of the Forest Service accompanied by the permittee to determine: (1) maintenance and restoration work that will be required during the next year, such work to be the type normally done by a landlord and not that day-to-day maintenance ordinarily performed by a tenant, (2) fair cost allowance for each job, and (3) whether or not the jobs scheduled for the current year have been completed satisfactorily.

This determination will be documents, and a copy furnished the permittee and the Forest Supervisor. The cash payment for rent for the next year will be calculated by deducting allowances for work planned for the next year from the established annual rental charge and adding allowances for any work scheduled for the current year which has not been accomplished satisfactorily. Credit will not be given for jobs partially completed. When mutually agreed upon, the period during which major maintenance and restoration work can be substituted for cash payment may be extended to five years.



Special Use Permit
The Bay Mills Indian Community

3

22. A service charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The service charge shall be one (1.0) percent per month of the fee from the date statement and fees were due or \$15, whichever is greater. If a due date falls on a non-workday, the service charge will not apply until the end of the next workday.
23. All or parts of the work described in clause(s) 21 and 27 for which the permittee is responsible may, upon written request by the permittee and approval by the Forest Service, be performed by the Forest Service on a basis of cooperation under authority of Section 5, Act of April 24, 1950, 65 Stat. 83, 16 U. S. C. 572.

When work is to be so performed, the permittee agrees to make advance deposits into a cooperative work fund at such times and in such amounts as requested by the Forest Service, the total deposits to be sufficient to cover the cost of the work including necessary overhead charges. Any excess of deposits over the cost of work will be refunded.

24. Prior to occupying or subleasing any portion of the permit area, the permittee will prepare an operating plan covering the uses proposed for the lands and improvements and the disposal of solid waste. The subleasing arrangements (see clause #14) will be part of this plan as well as the permittees proposed use of lands and improvements for training and administration. Revision and updating of the plan will take place currently. The approval of the plan must be in advance of occupancy and in writing by the Forest Supervisor. An up-to-date copy will be maintained by the Forest Supervisor and by the permittee.
25. The improvements and real property will be inspected prior to occupancy and at least annually thereafter by a representative of the permittee and by the Forest Officer in charge. A written record of the condition of each structure including well, driveways, walks, landscaping, and other improvements will be made at the initial and each succeeding inspection. Maintenance and replacement needs will be noted as a basis for the maintenance plan.
26. Following the inspection, the permittee and the Forest Officer in charge or their representatives will jointly formulate a plan for the operation, maintenance, and protection of the land, buildings, and related improvements. The plan will be approved by the Forest Supervisor prior to execution.
27. The permittee agrees to operate, maintain, and protect the land, buildings, and related improvements in accord with the plan approved by the Forest Supervisor.



28. The permittee shall maintain the present improvements, appurtenances, and furnishings constructed or installed in as good condition as received for use, ordinary wear and tear excepted, and shall supply and replace any articles that may be destroyed, broken or lost, with articles of a like kind and of equal value according to a list of property supplied by the Forest Service. Such improvements, appurtenances, and furnishings shall at all times be maintained and operated by the permittee in a safe condition and manner; and, upon termination of this permit, the permittee shall deliver up to the Forest Service the premises, improvements, appurtenances, and furnishings.
 29. The permittee shall repair, replace or restore any damage to the premises covered by this permit caused by fire or casualty, including consequential damage to said premises resulting from fire or casualty, including fires beyond the control of and without the fault of the permittee.
 30. In addition to maintenance, the permittee shall bear all the costs of operating the center, including all charges for utilities.
 31.
 - a. All structures, improvements or other facilities constructed or created by the permittee which are not made a permanent part of the structures, improvements and other facilities owned by the United States and as shown on attached exhibits A and B, will remain the property of the permittee.
 - b. In the event the permittee improves or adds to Government-owned structures, improvements, or other facilities, he shall have no share or interest in such structures, improvements and facilities other than his right to use same under provisions of this permit. All such improvements or additions shall remain the property of the United States.
- (For permission to improve, alter, or construct, see Clause #4.)
32. The permittee agrees that any buildings or improvements on the permit area that are not in use by January 1, 1975, may be disposed of or placed under permit to others, with access, by the Forest Supervisor.
 33. The permittee shall join the Forest Service in preparing a fire plan which shall set forth in detail the plan for prevention, control, and extinguishing of fires on the permitted areas and within his area of responsibility defined on an included map. Such plans shall be jointly reviewed and revised at intervals of not less than three (3) years.



Special Use Permit
The Bay Mills Indian Community

5

34. The permittee shall install fire extinguishers and firefighting apparatus of types, of capacities, in numbers, and at locations approved by the Forest Supervisor. This equipment shall be in readiness at all times for immediate use, and shall be tested each year, at such times as may be required by the Forest Supervisor.
35. The permittee shall carry on all operations in a workmanlike manner, having due regard for the safety of employees; and shall safeguard with fences, barriers, fills, covers, or other effective devices, pits, cuts, and other excavations which otherwise would unduly imperil the life, safety, or property of other persons.
36. All electrical equipment and facilities installed and operated shall conform to the National Electric Code and the equipment must have been approved by the American Insurance Association.
37. This permit is for the occupancy of land for the purposes stated and does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a Government agency, utility, association, or individual.
38. This permit shall not be exclusive. The Forest Service reserves the right to use or permit others to use any part of the permitted area for any purpose, provided such use does not interfere with the rights and privileges hereby authorized.
39. The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.
40. The permittee will take reasonable measures to prevent and discourage vandalism or disorderly conduct, and, when necessary, will call in the appropriate law enforcement officer.
41. No signs or advertising devices shall be erected on the area covered by this permit, or highways leading thereto, without prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards.
42. Residential occupancy is prohibited.
43. No mobile homes or house trailers will be parked or stored on the permit area except as may be constructed there and stored for future moving off the area.
44. The permittee shall permit access to and throughout the permit area and improvements to Forest Officers in the execution of their duties.



Special Use Permit
The Bay Mills Indian Community

6

45. The permittee will not interfere with access by Keweenaw Research Center personnel to Building 37 (Quonset hut located on the concrete runway).
46. The permittee shall appoint and maintain at all times, during the term of this permit, a local agent upon whom will be served written or oral notices concerning this permit, and shall inform the Forest Supervisor in writing of the name, address, and phone number of such agent.
47. The local Forest Officer in charge of the administration of this permit is the District Forest Ranger located at Sault Ste. Marie, Michigan.
48. Chemical materials may not be used to control undesirable woody and herbaceous vegetation, insects, rodents, etc., without the prior written approval of the Forest Service. A report of planned use of pesticides will be submitted annually by the permittee on the due date established by the Forest Supervisor. The report will cover a 12-month period of planned use beginning July 1 after the reporting date. Information essential for review will be provided in the form specified. Exceptions to this schedule may be allowed only when unexpected outbreaks of pests require control measures which were not anticipated at the time the annual report was submitted. Only those materials approved and registered by the U. S. Department of Agriculture for the specific purpose planned will be considered for use on these lands. Label instructions will be strictly followed in the preparation and application of pesticides and disposal of excess materials and containers.
49. The permittee does, by the acceptance of this document, covenant and agree for itself, its assigns, and its successors in interest to the property herein leased or any part thereof, that the covenants set forth below shall attach to and run with the land:
 - a. That the described property, and its appurtenant areas and its buildings and facilities, whether or not on the land herein leased, will be operated as a center in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied of, or be subjected to discrimination under any programs or activities provided thereon; and
 - b. That the United States shall have the right to judicial enforcement of these covenants not only as to the permittee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land herein conveyed.



Special Use Permit
The Bay Mills Indian Community

7

In the event of a breach of any of the conditions set forth above, all right, title, and interest in and to the above described property shall, at the option of the Permitter, revert to and become the property of the United States of America, which shall have an immediate right of entry thereon; and the permittee, its successors or assigns shall forfeit all right, title and interest in and to the above described property and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Permitter to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the permittee with respect to such future performance shall continue in full force and effect.

At the termination of this permit, the permittee shall return the center to a deactivated state if and as required by the Forest Supervisor.

This permit shall have no force and effect until the permittee has signified acceptance of its provisions and conditions by signing below and returning the duplicate copy to the Forest Supervisor.

FOREST SERVICE, U. S. D. A.

Date October 16, 1973

By

Mervyn O. Reed
MERWYN O. REED

Title: Forest Supervisor

The undersigned authorized official of THE BAY MILLS INDIAN COMMUNITY has read the foregoing permit and agrees for and in behalf of said corporation that it accepts and will abide by its terms and conditions.

Date Oct 16, 1973

THE BAY MILLS INDIAN COMMUNITY

By

Ronald C. Pariss
Title Chairman

I, Ronald C. Pariss, certify that I am the Secretary of the corporation named as permittee herein; that Lionel W. Pariss, who signed the said permit on behalf of said corporation, was then Chairman of said corporation; that said permit was duly signed, for and in behalf of said corporation by authority of a resolution adopted by its Board of Directors on the 16th day of October, 1973.

Ronald C. Pariss
Secretary

(SEAL)



EXHIBIT B

- 1 Mess Hall, 5568 square feet (no outside dimensions available), metal, concrete floor, separate heating, central water.
- 1 Storage Building, 12' x 16', wood, concrete floor.
- 1 Storage Building, 16' x 32', wood, concrete floor.
- 28 Missile Shelters, 22' x 60', partially underground, concrete block and steel construction, central heat. (Shelters include missile erectors and equipment except missiles.)
- 1 Water Tank and Tower, 125,000-gallon capacity.
- 1 Office Building, Repair Shop, Heating Plant, 162' x 163', concrete block and steel, flat roof, concrete floor.
- 1 Gate Building and Repair Shop, 73' x 36', cement block and metal, separate heat, central water.
- 1 Water Supply Building, 17' x 15', concrete block.
- 1 Special Fluids Building, concrete block, concrete floor.
- 1 Sewerage Pumping Building, 6' x 6', plywood.
- 1 Waste Treatment Building, 8' x 16', plywood.
- 1 Bottled Gas Storage, 9' x 12', plywood.
- 1 Sewerage Treatment including Imhoff Tank, Sludge Drying Bed, Septic Tank, 1006 feet of main sewer lines.
- 16 Water Hydrants
 - 2 Water Wells, 116' and 119' deep.
 - 5283 feet, 7' high security chain link fence.
 - 7618 feet Water Mains
 - 3363 feet Compressed Air Distribution Lines.
 - 387 feet Storm Drain.
 - 5275 feet Overhead Electric Lines.
 - 21,305 feet Underground Electric Lines.



EXHIBIT B (cont'd)

- 1 Engineering Building, 70' x 106', concrete floor,
separate heating system, central water.
- 1 Missile Assembly Building, 69' x 84', concrete block
concrete floor
- 1 Missile Warhead Storage Building, 17' x 41', concrete
block, concrete floor
- 1 Missile Security Building, 7' x 9', plywood.



AMENDMENT #1
FOR
SPECIAL USE PERMIT
Ref: FSM 2714

THIS AMENDMENT IS ATTACHED TO AND MADE A PART
OF THE

☒ TERM

☐ ANNUAL PERMIT

a. Record no. (1-2)

70

b. Region (3-4)

09

c. Forest (5-6)

Hiawatha

10

d. District (7-8)

Saint Ste.
Marie

04

e. User number (9-12)

5261

f. Kind of use (13-15)

622

g. State (16-17)

Michigan

26

h. County (18-20)

Chippewa

033

k. Cord no. (21)

1

For Training Center

issued to

Bay Mills Indian Community

(KIND OF PERMIT)

October 16, 1973

(NAME OF PERMITTEE)

, on

(DATE OF PERMIT)

which is hereby amended as follows:

1. This permit is authorized by Section 7 of the Act of April 24, 1950. (16 U.S.C. 580D)
2. The term of this permit is extended so it will terminate 10 years from the date of issuance.
3. Sublease #1 authorizing Edwin G. Graves and Sons to occupy Government Building #29 has been issued by the permittee and is hereby approved pursuant to Clause 14 of this permit.
4. The permit area is expanded to include 40 acres, as indicated on attached map.
5. The fee is increased to \$805 annually.



This Amendment is accepted subject to the conditions set forth herein, and to conditions 1 to 5 attached hereto and made a part of this Amendment.

PERMITTEE	NAME OF PERMITTEE Bay Mills Indian Community	SIGNATURE OF AUTHORIZED OFFICER	DATE
ISSUING OFFICER	NAME AND SIGNATURE <i>Walter S. Weigel</i>	TITLE Acting Forest Supervisor	DATE 6/4/74