RESOLUTION NO. 2011- 09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED COCONUT CREEK FEE TO TRUST LANDS MITIGATION AGREEMENT BETWEEN THE CITY AND THE SEMINOLE TRIBE OF FLORIDA (STOF); PROVIDING AN EFFECTIVE DATE

WHEREAS, The Seminole Tribe of Florida ("STOF") has filed an application for a Planned MainStreet Development District (PMDD) detailing future development plans for the properties within the City of Coconut Creek ("City") that are owned or controlled by STOF, including a request for the abandonment of Northwest 40th Street, and

WHEREAS, STOF has proposed various improvements designed to ameliorate the impacts of the proposed development plans for the Coconut Creek Fee to Trust Lands that impact the City and its residents; and

WHEREAS, the City has objected to STOF's application for trust status for the Coconut Creek Fee to Trust Lands, which, if approved by the Bureau of Indian Affairs, would remove said lands from the jurisdiction of the City; and

WHEREAS, STOF desires to assure the City that STOF will honor its commitments evidenced in the approved PMDD, as outlined in this Agreement, even if the Coconut Creek Fee to Trust Lands ultimately are taken into trust;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and hereby approves the attached Coconut Creek Fee to Trust Lands Mitigation Agreement between the City of Coconut Creek and The Seminole Tribe of Florida.

Section 2: That the City Manager is hereby authorized to execute the attached Coconut Creek Fee to Trust Lands Mitigation Agreement between the City of Coconut Creek and The Seminole Tribe of Florida.

Section 3: That the effective date of said Coconut Creek Fee to Trust Lands Mitigation Agreement, excluding the provisions of this Agreement relating to Annual Tribal Contribution, One-Time Payment, and the withdrawal of City's objections to Fee to Trust Application, shall be the date of approval by the Secretary of the Interior.

Section 4: That the effective date of the provisions of said Coconut Creek Fee to Trust Lands Mitigation Agreement pertaining to Annual Tribal Contribution, One-Time Payment, and withdrawal of City's objections to Fee to Trust Application shall be effective the date said Agreement is fully executed by both parties.

Section 5: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

Adopted this 27th day of January, 2011 on a motion by Vice Mayor Sarbone and seconded by Commissioner Gerber.

Ayes	5
Nays	0
Absent or Abstaining	0

Lisa K. Aronson

Lisa K. Aronson, Mayor

Attest:

Barbara S. Price, MMC
City Clerk

Aronson	Aye
Sarbone	Aye
Gerber	Aye
Tooley	Aye
Belvedere	Aye

City Clerk/Common/Documents/2011Resolutions

COCONUT CREEK FEE TO TRUST LANDS MITIGATION AGREEMENT

THIS Coconut Creek Fee To Trust Lands Mitigation Agreement, (hereinafter "Agreement") made and entered into this 27th day of January, 2011, by and between the CITY OF COCONUT CREEK, a municipal corporation of the State of Florida (hereinafter "CITY"), and the SEMINOLE TRIBE OF FLORIDA, a federally-recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934 (hereinafter "STOF"):

WHEREAS, CITY and STOF are concerned with the health and general welfare of the residents of the CITY and the STOF tribal members; and

WHEREAS, STOF filed an application for a Planned MainStreet Development District (PMDD) with CITY, detailing its future development plans for the properties within the CITY that are owned or controlled by STOF as more fully described in Exhibit A, which CITY has approved (Coconut Creek Lands); and

WHEREAS, as part of its PMDD application, STOF has requested abandonment of N. W. 40th Street, which CITY has approved; and

WHEREAS, the lands owned or controlled by STOF and N. W. 40th Street constitute the "Coconut Creek Fee to Trust Lands" as more fully described in Exhibit B; and

WHEREAS, as part of the approved PMDD, STOF has proposed various improvements designed to ameliorate the impacts of its proposed development plans for the Coconut Creek Fee to Trust Lands on CITY and the impacts upon the residents of the CITY; and

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BY: City Attorney

RECEIVED
MAR 07 2011
CITY OF COCONUT CREEK
CITY CLERK

WHEREAS, STOF also has applied to the U. S. Department of the Interior, Bureau of Indian Affairs ("BIA") to take the Coconut Creek Fee to Trust Lands identified in Exhibit B into trust for the use and benefit of the STOF; and

WHEREAS, CITY has objected to STOF's application for trust status for the Coconut Creek Fee to Trust Lands; and

WHEREAS, if the BIA takes the Coconut Creek Fee to Trust Lands into trust for the use and benefit of the STOF, said lands will no longer be subject to the jurisdiction of the CITY; and

WHEREAS, on April 7, 2010, the State of Florida and the STOF entered into a **Gaming Compact Between the Seminole Tribe of Florida and the State of Florida (Gaming Compact),** with respect to the operation of Covered Games, as defined therein, on the STOF's Indian Lands as defined by the Indian Gaming Regulatory Act, 25 U.S.C., ss. 2701 *et seq.*, which was affirmatively approved by the Secretary of the Interior and published in the Federal Register on July 6, 2010; and

WHEREAS, STOF, as a responsible sovereign government doing business in the CITY, recognizes that STOF's long-term governmental and business interests are best served by accommodating and resolving the legitimate needs and concerns of residents of the CITY as evidenced by its commitments in the approved PMDD; and

WHEREAS, STOF desires to assure CITY that STOF will honor its commitments evidenced in the approved PMDD as outlined in this Agreement even if the Coconut Creek Fee to Trust Lands are ultimately taken into trust;

WHEREAS, this Agreement represents a good faith concerted and negotiated effort on the part of CITY and STOF to achieve a positive and constructive resolution of significant issues that

could have otherwise negatively impacted the goals and obligations as between CITY and STOF to the detriment of both parties and the residents of the CITY and STOF tribal members; and

WHEREAS, this Agreement reflects an enhancement of the relationship between the CITY and STOF, and a continuing desire by CITY and STOF to take a proactive approach to resolve issues for the benefit of the residents of the CITY and STOF tribal members;

NOW THEREFORE, each party hereto agrees that good and valuable consideration has been given and received by such party as consideration for entering into this Agreement, the adequacy and sufficiency of which the parties hereby acknowledge, and further in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and STOF agree as follows:

DEFINITIONS

"Baseline Net Win" means the average Net Win for the previous three (3) years that the payment is first made to the City of Coconut Creek under Paragraph A. 3 (a) of this Agreement.

"Class III Gaming Activities" means the forms of Class III gaming defined in 25 U.S.C. s. 2703(8) and by the regulations of the National Indian Gaming Commission.

"Coconut Creek Casino" means the existing casino and accessory uses on STOF Trust Land, on the south side of N. W. 40th Street, and not a part of the Seminole PMDD.

"Covered Games" or "Covered Gaming Activity" means the Class III gaming activities included in the definitions in the *Gaming Compact.*

"DRI" means the Commerce Center of Coconut Creek Development of Regional Impact.

"Fee to Trust Lands" means the approximately 47 acres for which the STOF has a pending Application for Trust Status, including tracts B, C, D, G, H, portions of Tract 66 and a portion of NW 40th Street.

"Gaming Compact" means the Gaming Compact Between the Seminole Tribe of Florida and the State of Florida, executed April 7, 2010.

"MainStreet Design Standards" means the MainStreet Design Standards adopted by the City of Coconut Creek, dated December 9, 2004, and amended November 13, 2008.

"Municipal Service Provider Agreement" means the Intergovernmental Agreement ("IGA") entered into between the City of Coconut Creek and the STOF dated September 10, 1999, as interlineated on April 19, 2000, and May 11, 2000, and amended on October 12, 2006.

"Net Win" means the total receipts from the play of all Covered Games less all prize payouts and free play or promotional credits issued by the Tribe at the Coconut Creek Casino or any gaming facility operated by STOF located within the municipal boundaries of the City of Coconut Creek.

"PMDD" means the Seminole Planned Mainstreet Development District for the Seminole Tribe of Florida dated 1/27/2011 MC., over property owned or controlled by the STOF, generally described as a portion of Tract 66, Block 89 of the Palm Beach Farms Plat, Tracts C, D, G, H and a portion of Tract B of the Commerce Center of Coconut Creek Plat (Plat Book 131, Page 30, Broward County), AND A PORTION OF N.W. 40TH ST. MC. consisting of approximately ~~44.015~~ 45.65 MC. acres.

"Secretary" means the Secretary of the Interior

"Tract 65" means Tract 65, Block 89 of the Palm Beach Farms Plat No. 3 as recorded in Plat Book 2, Pages 45-54, of the Public Records of Palm Beach County.

"Trust Lands" means property held in trust by the Bureau of Indian Affairs for the benefit of the STOF.

A. STOF OBLIGATIONS AND COMMITMENTS

1. Until the Coconut Creek Fee to Trust Lands are taken into trust, STOF agrees to comply with the approved PMDD, other development approvals, and other CITY rules and regulations applicable to the Coconut Creek Fee to Trust Lands.

2. Once the Coconut Creek Fee to Trust Lands are taken into trust, and all opportunities to challenge same have expired, and any challenges thereto have been resolved in favor of STOF, STOF agrees to:

a. **PMDD Related Obligations**

Comply with the MainStreet Design Standards as modified by the approved PMDD including specifically the height limitations, development densities, off-site improvements, approved levels of service, and emergency vehicle access requirements as set forth in the approved PMDD. The STOF shall have the flexibility to otherwise modify its plans, phasing or scope to meet economic and constructability considerations provided that such modifications do not exceed the height limitations, development densities, offsite improvements, approved levels of service, and compromise emergency vehicle access requirements as set forth in the approved PMDD. However, further modifications to the MainStreet Design Standards, as modified by the approved PMDD, shall be limited to those necessary to meet constructability considerations and shall be approved in writing by CITY prior to becoming effective, which approval shall not be unreasonably withheld.

b. **Emergency Services Operations**

Plan for and install as part of the construction of the hotel authorized in the PMDD, Emergency Communications infrastructure consisting of antennas, repeaters, or other communications equipment. Specifications shall be recognized industry standards, as approved by the CITY Manager and STOF. At a minimum, STOF shall provide an 8 foot x 8 foot space on the roof area of the hotel, or other mutually agreed upon location with a line of sight to City Hall, to install antennas, and a 10 foot x 10 foot IDF space or separate room on one of the very top floors to hold the electronics cabinets. CITY will be required to obtain a permit from STOF before actual installation of Emergency Communications infrastructure. Said permit shall not be unreasonably withheld. Further, the City acknowledges that said permit may require approval from the BIA pursuant to 25 CFR Part 169. The STOF shall undertake reasonable good faith efforts to secure said approval or a determination that such approval is not required as part of the trust application and approval of trust status for the Coconut Creek Fee to Trust Lands, or as otherwise upon the Effective Date or as soon thereafter as possible.

STOF shall establish an Emergency Management Plan with the CITY to facilitate return to normal operations of the CITY after a declared emergency. The hotel shall be considered an alternate Emergency Operations Center (EOC) should the CITY's Primary and Secondary EOCs become inoperable as a result of the declared emergency. STOF shall make the first floor of rooms in the hotel available, as may be practical, for the CITY to conduct Emergency Operations. STOF shall make hotel rooms available, as may be practical, to house CITY employees during recovery efforts. The STOF shall have a right to reasonable reimbursement for such costs and expenses. The Primary EOC is currently located at the CITY Hall at 4800 W. Copans Road, Coconut Creek,

Florida. The Secondary EOC is currently located at the Community Center, 1100 Lyons Road, Coconut Creek, Florida.

c. Ensure that any proposed development on the existing Trust Land (Tract 65) does not cause development on the Coconut Creek Fee to Trust Lands to become inconsistent with the provisions of Paragraph A.1. or A.2.a of this Agreement.. In addition, STOF agrees to limit the number of customer parking spaces on the existing Trust Land (Tract 65) to no more than 10 spaces.

3. **Annual Tribal Contribution.** To assist the CITY in defraying the costs and expenses which the CITY will incur as a result of the Coconut Creek Fee to Trust Lands being taken into trust and the anticipated impacts of the development to occur thereon, the Seminole Tribe shall make an Annual Tribal Contribution to the CITY for so long as gaming is conducted on any of STOF's trust lands within the boundaries of CITY, pursuant to the terms set forth in sections a. through c. below,

a. Payments

The STOF shall pay the CITY a pro-rated annual amount of $2,750,000.00 payable in twelve (12) equal monthly installments. Twelve months after commencement of the Annual Tribal Contribution of $2,750,000.00, the payment shall be adjusted annually based on the then current Consumer Price Index, U.S. Department of Labor, All Urban Consumers, Miami/Fort Lauderdale area ("CPI") which shall be calculated in accordance with Exhibit "C" attached hereto.

b. Commencement of Payments.

The first payment will be due the first day of the month after the Coconut Creek Fee to Trust Lands have been taken into trust and all opportunities to challenge same have expired, and all challenges have been resolved in favor of the STOF.

c. **Reduction of Payment**

Payments to the CITY shall be reduced corresponding to a reduction in Net Win. For purposes of this Agreement, "Net Win" is defined to mean the total receipts from the play of all Covered Games less all prize payouts and free play or promotional credits issued by the Tribe at the Coconut Creek Casino or any gaming facility operated by STOF located within the municipal boundaries of CITY. "Covered Games" or "Covered Gaming Activity" means the Class III gaming activities included in the definitions in the *Gaming Compact.*

If Net Win drops ten percent (10%) or more below Baseline Net Win, payments to the CITY shall be reduced by two (2) times the percentage that the Net Win drops below the Baseline Net Win. If Net Win drops fifty percent (50%) or more below Baseline Net Win, payments to the CITY shall be reduced to zero. "Baseline Net Win" is defined as average Net Win for the previous three (3) years that the payment is first made to the CITY under Paragraph A.3 a. above.

As long as the Net Win remains ten percent (10%) or more below the Baseline Net Win, calculations will be performed every year to determine the payment for the following year. If the STOF's annual Net Win subsequently equals or exceeds the Baseline Net Win, then the STOF's payments due to the CITY shall return to the CPI adjusted amount and be paid without any reduction, but may be reduced again under the provisions set forth above.

4. **<u>One Time Payment.</u>**

However, if the Annual Tribal Contribution described in Paragraph A.3.a. and A.3.b. is not paid to CITY by STOF within three (3) years from the date of the execution of this Agreement, then the STOF agrees within thirty (30) days of the third (3rd) anniversary of the execution of this Agreement to pay to the CITY a one-time payment in the amount of Three Million

Dollars **($3,000,000.00)** in consideration for the CITY's performance of its obligations pursuant to this Agreement to that date and in consideration for the CITY's release of the STOF's obligation to purchase a minimum five acre parcel for the CITY as set forth in Paragraph 3.2. of the Municipal Service Provider Agreement between the parties hereto dated September 10, 1999, as interlineated on April 19, 2000 and May 11, 2000 and as amended on October 12 2006. In the event the Coconut Creek Fee to Trust Lands are subsequently taken into Trust by the BIA after the three (3) year period set forth above, and the other provisions contained in Paragraph A.3.b. have been met, the payment provisions set forth in Paragraph A.3. above shall commence.

5. **Educational Foundation or Trust Fund.**

a. STOF and CITY shall sponsor an educational foundation or trust fund for the benefit of Coconut Creek residents, students of Coconut Creek public schools, or children of employees of the City. The STOF and the City agree that one eleventh of the Annual Tribal Contribution required under Paragraph A.3. above shall be paid directly to the foundation or trust fund. The purposes of the foundation or trust fund shall be to provide after school tutoring programs for elementary students, college test preparation courses for high school students, college academic and leadership scholarships and/or any other educational programs that the Board of Trustees of the foundation or trust decide that benefit the residents, students of Coconut Creek public schools, or children of employees of the City. The foundation or trust fund Board of Directors will consist of two (2) members designated by STOF, two (2) members designated by the Coconut Creek City Commission, and one (1) appointed educator, who shall be selected by the four appointed Board members. Such educator shall be employed by an educational institution located within the City of Coconut Creek.

b. In addition, STOF may, in its sole discretion, hold an annual fund-raising event for the foundation or trust fund at the Casino at no cost to the foundation or trust fund.

B. CITY OBLIGATIONS AND COMMITMENTS

1. In addition to all the other obligations and commitments set forth in this Agreement, and as consideration for the STOF Obligations and Commitments, CITY agrees to provide to the Coconut Creek Fee to Trust Lands the same services under the same terms and conditions as it provides to Tract 65, pursuant to the Municipal Service Provider Agreement, dated September 10, 1999, as interlineated on April 19, 2000, and May 11, 2000, and amended on October 12, 2006. Theses services are specifically those enumerated in Sections 1.1 of said Agreement, entitled "Water and Wastewater Services", Section 1.2 of said Agreement, entitled "Fire, Fire Rescue and Emergency Medical Services", Section 1.3 of said Agreement as amended, entitled "Police Services", and Section 1.4 of said Agreement, entitled "Garbage, Recycling and Construction and Demolition Debris".

2. CITY and STOF acknowledge that STOF has pending an Application for Trust Status (Trust Application") for approximately 47 acres (Coconut Creek Fee to Trust Lands) with the BIA. In specific consideration for the mutual terms, conditions, promises, covenants, payments, and improvements set forth in this Agreement, the CITY within thirty (30) days after the execution of this agreement agrees to formally withdraw all of its negative comments and objections to the STOF Trust Application and the proposed development plans and execute a letter to the BIA supporting the STOF Trust Application and proposed development plans as subject to the terms and

conditions of this Agreement. Furthermore, the CITY shall submit to the BIA a Resolution supporting the STOF Trust Application as subject to the terms and conditions of this Agreement and agrees to attend any meetings with BIA as reasonably requested by the STOF. The CITY agrees to execute in a timely manner any agreement and documents required by BIA that fulfill the goals and objectives of this Agreement. The CITY agrees to act in good faith in support of and further agrees to do nothing that would delay or impede in any way, the timely processing of the STOF Trust Application as subject to the terms and conditions of this Agreement.

3. CITY shall agree to reasonable use by STOF of City's rights of way for stormwater drainage from the Commerce Center of Coconut Creek, including the Coconut Creek Fee to Trust Lands subject to the CITY's reasonable requirements.

4. CITY acknowledges that all necessary rights-of-way and/or easements to construct the roadway and landscape improvements and enhancements enumerated in the approved PMDD are not currently in public ownership. CITY agrees that it shall have the sole responsibility to acquire such rights-of-way and easements, and shall not look to STOF for right-of-way/easement acquisition. The CITY further agrees that STOF shall not be responsible to construct the roadway and landscape improvements and enhancements in the approved PMDD unless the right-of-way/easement for such roadway and landscape improvements and enhancements has been dedicated by the property owner to the CITY or acquired by CITY or is otherwise available for construction. In the event all of the required right-of-way/easements have not come into public ownership, at the direction of the CITY, STOF shall be required to construct only that portion of the roadway and landscape improvements and enhancements on the available public right-of-way/easement. The CITY further agrees that STOF shall not be responsible for the permitting application fees for:

i. the roadway and landscape improvements and enhancements

ii. the relocation of any canals or wetland mitigation for potential wetland impacts associated with the construction of roadway and landscape improvements and enhancements. CITY recognizes that adjoining property owners are obligated to dedicate right-of-way for roadway and landscape improvements, pursuant to Ordinance No. 2010-006 approving the MainStreet Development of Regional Impact (DRI).

5. CITY agrees to the renaming of streets and to allow off-site and on-site directional signage and identifying signage for the STOF property on U.S. 441/SR 7, Lyons Road, Sample Road, Banks Road, Cullum Road, and Wochna Boulevard at time of construction of improvements on these roads as permitted by County or State agencies. STOF shall be permitted to place signs directing traffic to U.S. 441/SR 7, Lyons Road, Sample Road, Banks Road, Cullum Road, and Wochna Boulevard on STOF property.

6. The CITY agrees to support the STOF's application for abandonment of 40th Street with Broward County.

7. Prior to the Coconut Creek Fee to Trust lands going into trust, the CITY agrees to timely respond to all permitting requests by the STOF for the PMDD and related Site Plans within applicable Florida Statutes and CITY ordinances.

8. The CITY agrees that payments received from the STOF under the terms of this Agreement will be used for improvements within the MainStreet Regional Activity Center and any other expenses or improvements to mitigate the impacts of the lands going into Trust to the extent permitted by applicable law.

C. VALIDITY OF MUNICIPAL SERVICE PROVIDER AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND THE SEMINOLE TRIBE OF FLORIDA

1. The CITY and STOF hereby recognize an Intergovernmental Agreement (IGA) titled as a Municipal Service Provider Agreement, entered into between the CITY of Coconut Creek and the Seminole Tribe of Florida, dated September 10, 1999, as interlineated on April 19, 2000, and May 11, 2000, and amended on October 12, 2006. The CITY and STOF hereby acknowledge and agree that the IGA known as the Municipal Service Provider Agreement, as interlineated and amended remains in full force and effect between the parties thereto, and is not amended, repealed, replaced, altered, adjusted, modified, superseded, or revised by any term or condition of this Agreement. Notwithstanding the foregoing, upon receipt by the CITY of the first payment of the initial Tribal Annual Contribution under Paragraph A.3.or the onetime payment under Paragraph A.4, the CITY shall release STOF from its obligation to purchase a minimum five acre parcel for the CITY as set forth in Paragraph 3.2. of the Municipal Service Provider Agreement between the parties hereto dated September 10, 1999, as interlineated on April 19, 2000 and May 11, 2000 and as amended on October 12 2006.

D. MISCELLANEOUS

1. ***Limited Waiver of Sovereign Immunity.***

a. Pursuant to Tribal Council Resolution No. C-154-11 adopted pursuant to Tribal Ordinance C-01-95 a copy of which is attached hereto as Exhibit D, the STOF agrees to a limited waiver of its sovereign immunity as follows:

i) The limited waiver shall be based solely upon a claim by the CITY that the STOF has materially breached its obligations under the terms and conditions of this Agreement.

ii) The limited waiver may only be asserted by the CITY. It shall not be assignable.

iii) The limited waiver shall not be effective unless and until the parties have first exhausted the dispute resolution procedures hereinafter set forth in Paragraph D.1.b.

iv) The limited waiver shall be limited to declaratory and injunctive relief, as well as actual damages that have been incurred through the date of any claim asserted including without limitation any Annual Tribal Contribution owed by STOF to CITY. The limited waiver of sovereign immunity shall not pertain to any claim for punitive damages nor shall it pertain to any claim in excess of those set forth in Florida state law for the state and its agencies and subdivisions.

b. The limited waiver of sovereign immunity hereunder shall be conditioned upon the following procedures designated to encourage dispute resolution. The parties shall attempt to resolve their dispute by negotiating in good faith for a period not to exceed thirty (30) days with each other with a view towards resolving their dispute voluntarily. If the voluntary efforts of the parties at direct negotiations fail, the parties shall then submit the dispute to mediation by a mediator to be approved by both parties. Any individual appearing on the mediator list of both parties shall be deemed acceptable for the purpose of mediation; otherwise, the parties shall negotiate with one another in good faith in an effort to select a mediator with consent to the selection of the mediator not to be unreasonably withheld. Such mediation shall take place within

thirty (30) days after written notice from one party to the other of the failure of voluntary negotiations between the parties. **Under no circumstances will the mediation operate as a waiver of tribal sovereign immunity.**

c. In the event that the STOF is charged with a breach of this Agreement, and all other conditions precedent to the assertion of a claim or the filing of suit have been met in full, the complaint or charging document filed by the CITY shall set forth each and every fact and shall include, by way of attachment, each and every document upon which its allegations of breach are predicated. Each and every allegation contained in the complaint or charging document must be verified under oath. For this purpose, the STOF hereby expressly and unequivocally waives the sovereign immunity of the STOF for the limited purpose of enforcing and/or resolving disputes arising under this Agreement, and as specifically limited and set forth in this Agreement, all in accordance with the provisions set forth in Tribal Council Resolution No. C-154-11 and Ordinance No. C-01-95 enacted by the Tribal Council of the STOF, and consents to the jurisdiction of the United States District Court for the Southern District of Florida and the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida, and the federal and state courts having appellate jurisdiction thereover, (collectively the "Courts") or agrees to ~~non~~ binding arbitration in the event such courts are unable or unwilling to accept jurisdiction with respect to any dispute, enforcement or collection matter arising thereunder, and further waives any requirement for exhaustion of remedies in any court or forum of the STOF. Any such binding arbitration shall be enforced in the Courts. The STOF hereby expressly agrees not to plead in any legal proceeding or use the defense or defenses/affirmative defenses of immunity in any legal proceeding or arbitration

involving the STOF or the CITY, brought by the CITY to enforce the terms and conditions of this Agreement.

d. The law governing this Agreement shall be the applicable laws of the United States of America.

e. Under no circumstances will an award of damages make available to the CITY access to any tribal assets which are not otherwise available as a matter of applicable federal law. Additionally, nothing contained herein shall be read to constitute a pledge of assets or an agreement to allow levy and execution against any specific asset of the Seminole Tribe of Florida in the event that a judgment is rendered against the Seminole Tribe of Florida.

f. Nothing in this Section is intended to expand the STOF's tort liability beyond that set forth in the *Gaming Compact*.

2. ***Notices.*** All notices or other communications provided for by this Agreement shall be made in writing and shall be deemed properly delivered by the mailing of such notices to the parties entitled thereto, via certified mail, return receipt requested, postage prepaid to the parties at the following addresses (or to such other addresses designated in writing by one party to the other):

Seminole Tribe
Chairman
Seminole Tribe of Florida
6300 Stirling Road
Hollywood, FL 33024

With copy to:

Casino Manager
Seminole Casino Coconut Creek
5550 NW 40th Street
Coconut Creek, FL 33073

With copy to:

Coconut Creek
Mayor
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

With copy to:

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

With copy to:

General Counsel
Seminole Tribe of Florida
6300 Stirling Road
Hollywood, FL 33024

City Attorney
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

3. ***Waivers.*** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

4. ***Negotiations and Drafting.*** This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement. All parties to this Agreement have been represented by their respective counsel. The parties hereto acknowledge having read this Agreement and discussed the terms of this Agreement with their respective counsel and that the approval and execution of this Agreement has been made freely and voluntarily with full knowledge of its legal effect. In the event it becomes necessary for any reason to construe this Agreement as permitted by the rules of evidence or the appropriate court, this Agreement will be construed as being jointly prepared and drafted by all parties hereto.

5. ***Survivability and Assignment.*** All of the terms, conditions, provisions, and representations contained in this Agreement shall survive and transcend the execution of this Agreement. The CITY and the STOF, their officers, agents and employees, hereby agree to abide by the terms of this Agreement.

6. ***Incorporation of Whereas clauses.*** The CITY and the STOF agree that the Whereas clauses at the beginning of this Agreement are true and correct, and are hereby incorporated by reference into this Agreement.

7. ***Total Agreement and Amendments.*** The herein Agreement including all Whereas clauses and exhibits referenced therein constitutes and contains the entire Agreement as between the parties. There are no representations, premises or undertakings between the parties other than expressly set forth herein. The parties agree that no amendments or modifications of any of the terms of this Agreement shall be valid unless in writing and executed with the same formalities as this Agreement.

8. ***Execution.*** This Agreement shall be executed in quadruple and each such executed Agreement shall be deemed to be an original.

9. ***Severability.*** Should any part, term or provision of this Agreement, or any document required herein to be executed, be declared invalid, void or unenforceable, by the Secretary of the Interior and a state or federal court of competent jurisdiction, all remaining parts, terms and provisions thereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby provided that severing the invalidated part, term or provisions does not undermine the overall intent of the parties in entering this Agreement.

10. ***Final Effective Date of Agreement.***

a. Except as set forth in Paragraph D.11. below, this Agreement shall become effective (the "Final Effective Date") upon the date the Secretary of the Interior approves this Agreement pursuant to 25 USC §81 and its implementing regulations or advises STOF that such approval is not

required, either for reason that the Agreement is not "covered" by § 81 because it does not provide for "encumbrances" as defined by 25 CFR § 84.002 or for any other reasons.

b. The STOF shall undertake reasonable efforts, in consultation with the CITY, to secure said approval or in the absence of said approval, to secure a written determination from the Secretary of the reasons he has determined that said approval is not required. Such reasons may include a determination that the Agreement is not "covered" by §81, as well as a statement that, because of that determination approval under § 81 is not required. In addition, in the event of a determination by the Secretary that § 81 approval of this Agreements is not required, the STOF shall undertake reasonable efforts, in consultation with the CITY, to have included in any written determination from the Secretary a statement that the provisions of § 81 will not affect the validity of the provisions of this Agreement from that time forward, including the time after the land is taken into trust. If the Secretary determines that §81 approval is required, but objects to provisions of this Agreement or disapproves this Agreement, the CITY and STOF will negotiate in good faith to resolve the objections and resubmit this Agreement for approval. In that event, the STOF shall not transfer title to the Coconut Creek Fee to Trust Lands to the United States of America until such time as § 81 approval is obtained.

11. ***Initial Effective Date of Agreement.*** Notwithstanding the provisions of Paragraph 10 above, Paragraphs A.1, A.3, A.4, B.2, B.3, B.4, B.5, B.6, B.7 C.1 and D with the exception of D.10.a of this Agreement shall be effective ("Initial Effective Date") on the date this Agreement is fully executed by both parties. None of the provisions referenced in this Paragraph D.11. constitute an "encumbrance" as defined by 25 CFR § 84.002. Further, the provisions of this Paragraph D.11.

shall constitute an enforceable agreement between the parties hereto separate and apart from this Agreement and shall not be affected in any manner by any disapproval of this Agreement by the Secretary pursuant to 25 U.S.C. § 81 or otherwise.

12. ***Titles to Paragraphs.*** The title of each paragraph in this Agreement is for purposes of clarity and ease of reading only.

13. ***Prevailing Party.*** The non-prevailing party shall be liable to the prevailing party for all costs, expenses, attorneys' fees and damages at the trial and appellate level, up to and including the U.S. Supreme Court, which may be incurred or sustained by the prevailing party by reason of the non-prevailing party's breach of any of the provisions of this Agreement.

14. ***Authorization.*** The STOF and the CITY represent and warrant that each has the full power and authority to execute this Agreement and perform its obligations in accordance with the terms and conditions hereof, and that the representatives executing this Agreement on behalf of each party are duly and fully authorized to so execute and deliver this Agreement.

a. The STOF has authorized its Chairman to execute this Agreement by the adoption of Resolution C-154-11 adopted 1/24/11, a copy of which is attached hereto as Exhibit D.

b. The CITY has authorized its officers to execute this Agreement by the adoption of Resolution No. 2011-09 adopted 1/27/11 a copy of which is attached hereto as Exhibit E.

15. ***Best Efforts.*** The parties agree that they shall devote their best efforts to the fulfillment of their respective duties and obligations hereunder in accordance with the provisions of this Agreement.

16. ***Law to Govern.*** This Agreement shall be governed by the applicable laws of the United States of America and Tribal Ordinance C-01-95.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives and delivered as of the day and year first above written.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

SEMINOLE TRIBE OF FLORIDA:

BY: _____ *Date:* _____
Mitchell Cypress, as its Chairman
Of the Tribal Council

Attest: _____
Secretary

THE CITY OF COCONUT CREEK, FLORIDA:

BY: _____ *Date:* January 27, 2011
David Rivera, City Manager

Attest: _____
Barbara S. Price, MMC
City Clerk

Approved as to legal form:

BY: _____ *Date:* January 27, 2011
for Paul S. Stuart, City Attorney
NANCY A. COUSINS

N:\City Attorney\NCousins\Documents\City Manager\Seminole Tribe\Trust Status Negotiations\Mitigation Agreement 01-24-11 Clean Final.doc

[INSERT APPROPRIATE SECRETARIAL APPROVAL FORM PER 25 USC § 81]

EXHIBIT A

PMDD LEGAL DESCRIPTION:

ALL OF TRACT "C", TRACT "D" AND TRACT "G", COMMERCE CENTER OF COCONUT CREEK, PLAT BOOK 131, PAGE 30, BROWARD COUNTY RECORDS, FLORIDA. CONTAINING 22.409 ACRES MORE OR LESS.

TOGETHER WITH:
TRACT "H", COMMERCE CENTER OF COCONUT CREEK, PLAT BOOK 131, PAGE 30, BROWARD COUNTY RECORDS, FLORIDA. LESS FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY, PARCEL 118 AS SHOWN ON FDOT SECTION MAP #86100-2531, DESCRIBED AS FOLLOWS:

LESS AND EXCEPTING:
THAT PART OF TRACT "H" COMMERCE CENTER OF COCONUT CREEK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 131, PAGE 30 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "H"; THENCE RUN SOUTH 00° 50'59" EAST ALONG A NON-VEHICULAR ACCESS LINE AND THE WEST LINE OF SAID TRACT "H", A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°30'20" EAST ALONG A LINE 20.00 FEET SOUTH OF AND PARRALLEL WITH THE NORTH LINE OF SAID TRACT "H", A DISTANCE OF 72.17 FEET; THENCE SOUTH 01°57'54" EAST, A DISTANCE OF 159.66 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A CHORD BEARING OF SOUTH 09°51'32" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 136.00 FEET, THROUGH A CENTRAL ANGLE OF 23°38'52", AN ARC DISTANCE OF 56.13 FEET TO THE END OF SAID CURVE; THENCE SOUTH 21°40'58" WEST, A DISTANCE OF 130.76 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, HAVING A CHORD BEARING OF SOUTH 09°39'02" WEST; THENCE SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 128.00 FEET, THROUGH A CENTRAL ANGLE OF 24°03'53", AN ARC DISTANCE OF 53.76 FEET TO THE END OF SAID CURVE; THENCE SOUTH 02°22'55" EAST, A DISTANCE OF 183.48 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF SOUTH 19°32'41" EAST; THENCE SOUTHERLY AND EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 34°19'32", AN ARC DISTANCE OF 35.94 FEET TO THE END OF SAID CURVE; AND A POINT ON SAID NON-VEHICULAR ACCESS LINE; THENCE NORTH 47°10'36" WEST ALONG SAID NON-VEHICULAR ACCESS LINE, A DISTANCE OF 19.59 FEET TO A POINT ON THE WEST LINE OF SAID TRACT "H" AND THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A CHORD BEARING OF NORTH 02°28'39" WEST; THENCE NORTHERLY ALONG SAID NON-VEHICULAR ACCESS LINE AND SAID WEST LINE OF TRACT "H", HAVING A RADIUS OF 4228.28 FEET, THROUGH A CENTRAL ANGLE OF 02°57'20", AN

ARC DISTANCE OF 218.11 FEET TO THE END OF SAID CURVE; THENCE NORTH 00°59'59" WEST ALONG SAID NON-VEHICULAR ACCESS LINE AND SAID WEST LINE OF TRACT "H", A DISTANCE OF 373.51 FEET TO THE POINT OF BEGINNING. CONTAINING 0.500 ACRE, MORE OR LESS.

SAID LANDS CONTAINING A NET ACREAGE OF 13.245 ACRES, MORE OR LESS.

TOGETHER WITH:
THE EAST HALF (E1/2) OF THE NORTH 122.00 FEET OF TRACT 66, BLOCK 89, "PALM BEACH FARMS COMPANY PLAT No. 3", PLAT BOOK 2, PAGES 45-54, PALM BEACH COUNTY RECORDS, FLORIDA. CONTAINING 0.896 ACRES MORE OR LESS.

TOGETHER WITH:
A PORTION OF TRACT "B", COMMERCE CENTER OF COCONUT CREEK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 131, PAGE 30 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF SAID TRACT "B"; THENCE RUN SOUTH 89°37'19" WEST ALONG THE NORTHERLY LINE OF SAID TRACT "B" FOR 926.36 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE SOUTH 00°25'15" EAST FOR 406.28 FEET; THENCE SOUTH 89°34'45" WEST FOR 41.00 FEET; THENCE SOUTH 00°25'15" EAST, FOR 316.57 FEET; THENCE SOUTH 89°28'23" EAST FOR 133.45 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 342.00 FEET AND A CENTRAL ANGLE OF 24°37'19" FOR AN ARC DISTANCE OF 146.97 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 354.00 FEET AND A CENTRAL ANGLE OF 2°54'07" FOR AN ARC OF DISTANCE OF 17.93 FEET; THENCE SOUTH 00°25'15" EAST FOR 131.88 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT "B"; THENCE NORTH 89°28'23" WEST, ALONG A LINE THAT IS 60.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 48 SOUTH, RANGE 42 EAST, FOR 68.46 FEET; THENCE NORTH 85°39'32" WEST FOR 180.40 FEET; THENCE NORTH 89°28'23" WEST, FOR 313.77 FEET; THENCE NORTH 00°31'37" EAST, FOR 90.37 FEET, TO A POINT ON THE NEXT DESCRIBED CURVE, SAID POINT BEARS SOUTH 35°30'35" WEST, FROM THE RADIUS POINT OF SAID CURVE; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 235.00 FEET AND A CENTRAL ANGLE OF 53°28'56" FOR AN ARC DISTANCE OF 219.36 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°00'29" WEST, FOR 205.01 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A

RADIUS OF 4,402.28 FEET AND A CENTRAL ANGLE OF O4°08'O2" FOR AN ARC DISTANCE OF 317.62 FEET (THE LAST SEVEN COURSES BEING COINCIDENT WITH PORTIONS OF THE SOUTHERLY AND THE WESTERLY LINES OF SAID TRACT "B"); THENCE NORTH 89°37'19" EAST, PARALLEL TO THE NORTHERLY LINE OF SAID TRACT "B", FOR 422.34 FEET TO THE POINT OF BEGINNING. CONTAINING 7.466 ACRES MORE OR LESS.

TOGETHER WITH:
A PORTION OF NORTHWEST 40TH STREET, ACCORDING TO THE PLAT OF COMMERCE CENTER OF COCONUT CREEK, AS RECORDED IN PLAT BOOK 131, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE LEAVING SAID SOUTH LINE OF TRACT "G", PROCEED SOUTH 05°43'28" EAST, A DISTANCE OF 132.58 FEET TO THE NORTHEASTERLY CORNER OF TRACT "D" OF SAID PLAT OF COMMERCE CENTER OF COCONUT CREEK AND THE SOUTH RIGHT OF WAY LINE OF NORTHWEST 40TH STREET; THENCE CONTINUE ALONG THE NORTH BOUNDARY OF SAID TRACT "D", TRACT "C", AND THE SOUTH RIGHT OF WAY LINE OF NORTHWEST 40TH STREET FOR THE FOLLOWING SIX COURSES: THENCE NORTH 45°24'00" WEST, A DISTANCE OF 42.41 FEET; THENCE SOUTH 89°37'15" WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 83°32'11" WEST, A DISTANCE OF 100.72 FEET; THENCE SOUTH 89°37'15" WEST, A DISTANCE OF 234.89 FEET; THENCE NORTH 00°25'15" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 89°37'15" WEST, A DISTANCE OF 908.99 FEET TO THE EAST LINE OF STATE ROAD NO. 7 (U.S. 441) AND A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 4228.28 FEET, A CENTRAL ANGLE OF 00°24'29" AND A CHORD BEARING OF NORTH 05°18'41" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.12 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 1.634 ACRES MORE OR LESS.

SAID LANDS LYING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, CONTAINING A TOTAL OF 45.650 ACRES, MORE OR LESS.

EXHIBIT B

FEE TO TRUST LANDS LEGAL DESCRIPTION:

ALL OF TRACT "C", TRACT "D" AND TRACT "G", COMMERCE CENTER OF COCONUT CREEK, PLAT BOOK 131, PAGE 30, BROWARD COUNTY RECORDS, FLORIDA. CONTAINING 22.409 ACRES MORE OR LESS.

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SAID LANDS LYING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, CONTAINING A TOTAL OF 45.650 ACRES, MORE OR LESS.

EXHIBIT "C"

CALCULATION OF CONSUMER PRICE INDEX
Based on Bureau of Labor Statistics Data

Consumer Price Index – All Urban Consumers

Not Seasonally Adjusted

Miami-Fort Lauderdale, FL Area
Base Period 1982 – 1984 = 100

A) _____*_____ Index _____ - _____

B) _____*_____ Index _____ - _____

C) Change in Index _____

Percent Change (rounded to one decimal)

C ÷ B = % change

D) _____÷_____x_____=_____% or_____

A = The CPI – All Urban Consumers for (*) This Year _____
B = The CPI – All Urban Consumers for (*) Last Year _____

C = Subtract B from A which equals the change in the Raw Index.

D = C ÷ B x 100 = the percentage change for the one year period.

(X) = the payment for the prior year
(Y) = the decimal equivalent of "D"
(Z) = current payment
(*) = Month first payment made under A.3.b.

RE: COCONUT CREEK FEE TO TRUST LANDS MITIGATION AGREEMENT; WAIVER OF SOVEREIGN IMMUNITY

SEMINOLE TRIBE OF FLORIDA
HOLLYWOOD, FLORIDA

RESOLUTION NO. C-154-11

WHEREAS, the Seminole Tribe of Florida is an organized Indian Tribe as defined in Section 16 of the Act of June 18, 1934, as amended; and

WHEREAS, the Tribal Council of the Seminole Tribe of Florida is the governing body of the Seminole Tribe of Florida; and

WHEREAS, the Seminole Tribe of Florida ("Tribe") and the City of Coconut Creek, Florida ("City") have negotiated a proposed Coconut Creek Fee To Trust Lands Mitigation Agreement ("Agreement") to address issues related to the Tribe's application to the U.S. Department of the Interior, Bureau of Indian Affairs ("BIA") to take the Coconut Creek Fee to Trust Lands identified in the Agreement into trust for the use and benefit of the Tribe; and

WHEREAS, the Tribe has filed an application for a Planned MainStreet Development District ("PMDD") with the City, setting forth future development plans for the properties within the City that are owned or controlled by the Tribe as described in the Agreement, which the City is scheduled to consider for approval on January 27, 2011 ("Coconut Creek Lands"); and

WHEREAS, as part of the PMDD application, the Tribe has proposed various improvements designed to ameliorate the impacts of its proposed development plans for the Coconut Creek Fee to Trust Lands on the City; and

WHEREAS, the City has objected to the Tribe's application for trust status for the Coconut Creek Fee to Trust Lands; and

WHEREAS, if the BIA takes the Coconut Creek Fee to Trust Lands into trust for the use and benefit of the Tribe, said lands will no longer be subject to the jurisdiction of the City; and

WHEREAS, the Tribe desires to assure the City that the Tribe will honor its commitments evidenced in the PMDD, if approved by the City on January 27, 2011 as outlined in the Agreement even if the Coconut Creek Fee to Trust Lands are ultimately taken into trust; and

WHEREAS, the Tribe will assist the City in defraying the costs and expenses which the City will incur as a result of the Coconut Creek Fee to Trust Lands being taken into trust, and the anticipated impacts of the development to occur thereon by making a payment ("Annual Tribal Contribution") to the City for so long as gaming is conducted on the Tribe's trust lands within the boundaries of the City, pursuant to the terms set forth in the Agreement; and

WHEREAS, the Agreement requires the Tribe to waive its sovereign immunity for the limited purpose of enforcing the Agreement and/or resolving disputes arising under the Coconut Creek Fee To

EXHIBIT D

Trust Lands Mitigation Agreement with the City of Coconut Creek, Florida as specifically set forth in the Agreement; and

WHEREAS, among other obligation and commitments, the City will formally withdraw all of its negative comments and objections to the Tribe's trust application and the proposed development plans and execute a letter to the BIA fully supporting the Tribe's trust application and proposed development plans as subject to the terms and conditions of the Agreement; and

WHEREAS, the Tribal Council having reviewed the proposed Coconut Creek Fee to Trust Lands Mitigation Agreement with the City of Coconut Creek, Florida, a copy of which is attached hereto, marked Exhibit "A," and by this reference is incorporated herein and is otherwise fully advised.

NOW THEREFORE BE IT RESOLVED: the Tribal Council of the Seminole Tribe of Florida hereby approves the form of the Coconut Creek Fee To Trust Lands Mitigation Agreement with the City of Coconut Creek, Florida; and

BE IT FURTHER RESOLVED: that the Chairman of the Tribal Council as attested to the Secretary of the Seminole Tribe of Florida is hereby authorized and directed to execute a final version of the Coconut Creek Fee To Trust Lands Mitigation Agreement with the City of Coconut Creek, Florida; and

BE IT FURTHER RESOLVED: that the Tribal Council of the Seminole Tribe hereby expressly and unequivocally waives the sovereign immunity of the Seminole Tribe of Florida for the limited purpose of enforcing and/or resolving disputes arising under the Coconut Creek Fee To Trust Lands Mitigation Agreement with the City of Coconut Creek, Florida, and as specifically limited and set forth in the Coconut Creek Fee To Trust Lands Mitigation Agreement with the City of Coconut Creek, Florida, as authorized by this resolution; all in accordance with the provisions set forth in Ordinance No. C-01-95 enacted by the Tribal Council of the Seminole Tribe, and consents on behalf of the Seminole Tribe of Florida to the jurisdiction of the United States District Court for the Southern District of Florida and the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida, and the federal and state courts having appellate jurisdiction thereover, or agrees to binding arbitration in the event such courts are unable or unwilling to accept jurisdiction (all in accord with the terms and provisions of the Coconut Creek Fee To Trust Lands Mitigation Agreement with the City of Coconut Creek, Florida) with respect to any dispute, enforcement or collection matter arising thereunder, and further waives any requirement for exhaustion of remedies in any court of forum of the Seminole Tribe of Florida; and

BE IT FURTHER RESOLVED: that the General Counsel of the Seminole Tribe of Florida is hereby authorized to make minor, non-substantive changes to the Agreement and may withhold submission of the Agreement pending the resolution of all pending issues between the Tribe and the City regarding same; and

RE: COCONUT CREEK FEE TO TRUST LANDS MITIGATION AGREEMENT; WAIVER OF SOVEREIGN IMMUNITY

RESOLUTION NO. C-154-11

PAGE THREE

BE IT FURTHER RESOLVED: the Tribe shall submit the Coconut Creek Fee To Trust Lands Mitigation Agreement with the City of Coconut Creek, Florida to the Secretary of the Interior for review and approval pursuant to 25 USC §81; and

BE IT FURTHER RESOLVED: the Treasurer of the Tribe is hereby authorized and directed to expend the necessary Tribal funds to satisfy the financial requirements of the Coconut Creek Fee To Trust Lands Mitigation Agreement with the City of Coconut Creek, Florida; and

BE IT FURTHER RESOLVED: that this resolution is hereby adopted after motion duly made by Max B. Osceola, Jr., seconded by Andrew J. Bowers, Jr, and a roll call vote as follows:

Chairman Mitchell Cypress.....AYE
Vice-Chairman Richard Bowers, Jr.....AYE
Council Representative Manuel Tiger.....AYE
Council Representative Andrew J. Bowers, Jr.....AYE
Council Representative Max B. Osceola, Jr.....AYE

DONE THIS THE 24TH DAY OF JANUARY, 2011 at the Special Meeting of the Tribal Council, duly convened at the Immokalee Seminole Indian Reservation, with a quorum being present, by a vote of 5 For, 0 Against, with no Abstentions.

Chairman
TRIBAL COUNCIL

ATTEST:

Secretary
TRIBAL COUNCIL