



**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

APPROVAL OF

**SEMINOLE TRIBE OF FLORIDA
BUSINESS LEASING ORDINANCE**

The attached Seminole Tribe of Florida Business Leasing Ordinance, submitted by the Seminole Tribe of Florida (as listed in the Federal Register, 79 FR 4751 (Jan. 29, 2014)), and prepared in accordance with the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, consisting of 25 pages and adopted by the Seminole Tribe of Florida's governing body on June 13, 2014, is hereby approved.

Dated: January 8, 2015


Secretary

United States Department of the Interior

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

SEMINOLE TRIBE OF FLORIDA
HOLLYWOOD, FLORIDA

ORDINANCE NO. C-09-14

- WHEREAS, the Seminole Tribe of Florida is an organized Indian Tribe as defined in Section 16 of the Indian Reorganization 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, pursuant to Article IV of the Bylaws and Amended Constitution and Bylaws of the Seminole Tribe of Florida, all final decisions of the Tribal Council of the Seminole Tribe of Florida on matters of general and permanent interest to Members of the Seminole Tribe of Florida and to Tribal administration are to be embodied in Ordinances; and
- WHEREAS, on November 8, 2013, the Tribal Council of the Seminole Tribe of Florida enacted Ordinance C-04-14, the "Seminole Tribe of Florida Business Leasing Ordinance"; and
- WHEREAS, the Bureau of Indian Affairs has determined that certain changes to the Seminole Tribe of Florida Business Leasing Ordinance are necessary in order for it to grant approval under the "Helping Expedite and Advance Responsible Tribal Home Ownership Act" (the "HEARTH Act"), Public Law 11-151, and therefore it is in the best interest of the Seminole Tribe of Florida that the Seminole Tribe of Florida Business Leasing Ordinance be re-written; and
- WHEREAS, the Tribal Council of the Seminole Tribe of Florida desires to adopt this "Amended Seminole Tribe of Florida Business Leasing Ordinance", so as to provide the Seminole Tribe of Florida with a flexible leasing process for the lease of its trust lands for business purposes, while at the same time meeting the requirements for obtaining tribal lease approval authority as provided for in the HEARTH Act; and
- WHEREAS, the Tribal Council of the Seminole Tribe of Florida has reviewed this Ordinance and it is otherwise fully advised,

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE TWO

NOW THEREFORE BE IT ENACTED: that this Ordinance cancels and replaces Ordinance C-04-14, "Seminole Tribe of Florida Business Leasing Ordinance", and shall govern all rules and regulations with respect to the application for and granting of a business lease on Seminole Reservation Lands.

**SEMINOLE TRIBE OF FLORIDA
BUSINESS LEASING ORDINANCE**

ARTICLE 1 - GENERAL PROVISIONS

Section 1.1 Policy and Purpose.

The Tribal Council, pursuant to Article V of the Amended Constitution and Bylaws of the Seminole Tribe of Florida, and as exercise of the Tribe's inherent sovereignty over Seminole Reservation Lands, enacts this ordinance to provide the Tribe with a flexible, yet appropriate, leasing process. The Tribe also enacts this ordinance to meet the requirements for obtaining approval of the Secretary to exercise Lease approval authority as provided for in the Helping Expedite and Advance Responsible Home Ownership Act ("HEARTH Act"), 25 U.S.C. § 415(h)(4)(A), as the same may be amended, superseded or replaced, hereafter the "HEARTH Act". This Ordinance shall be interpreted in a manner consistent with the above.

Section 1.2 Definitions.

The below terms shall be defined as follows for purpose of this Ordinance. Unless the context otherwise requires, the definitions set forth below shall apply equally to the singular and plural, as well as the active form of any particular term.

"Applicant" means a Person who has filed an Application for a Lease with the Land Use Coordinator.

"Application" means the form or forms as developed by the Commission, with all required submissions by which a Person applies for a Lease.

"Assignment" means a written agreement between a Lessee and an assignee, whereby the assignee acquires all or some of the Lessee's rights, and assumes all or some of the Lessee's obligations under a Lease.

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE THREE

“Best Interest” means consideration of the Tribe’s interests in attaining the highest economic income, providing incentives to increase economic development, preserving and enhancing the value of a Premise, increasing the availability of employment, as well as the provision of governmental services for Tribal members, and/or preserving the sovereignty of the Tribe.

“Business Purpose” means commercial or industrial purposes, including but not limited to retail, office, manufacturing, storage, bio-mass, waste-to-energy, single purpose or mixed use projects designed for use by any number of Lessees; as well as for religious, educational, recreational, cultural or other public purposes.

“BIA” means the Bureau of Indian Affairs within the United States Department of the Interior.

“Cancellation” means a BIA action to end a lease.

“Commission” means the Tribal Land Use Commission.

“Community Development” means the Tribal Community Development Department.

“Department” means a part of the Tribal government charged with administration of a particular function of the Tribe.

“Director of the ERMD” means the person approved by the Tribal Council to direct the activities of the ERMD and make Environmental Compliance Review determinations on behalf of the ERMD, or any person acting in that capacity with the approval of the Tribal Council.

“Effective Date” means the date of approval of this Ordinance by the Tribal Council.

“ERMD” means the Seminole Tribe Environmental Resources Management Department.

“Environmental Compliance Review” means the process provided in this Ordinance for reviewing environmental issues related to Leases.

“Environmental Review Record” or “ERR” shall have the meaning as ascribed to it in Section 6.4.

“Fair market value” means the amount of rental income that a Lease would most probably command in an open and competitive market utilizing a market analysis, appraisal or other appropriate valuation methods, or as determined by competitive bidding.

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE FOUR

“Improvement” means any addition, upgrade or other change that adds usefulness or value to a Premise, including but not limited to Structures and Permanent Improvements.

“Land Use” means any active or passive use of land or activity, above, on or below land or bodies of water, which touches upon, impacts or otherwise affects Seminole Reservation Lands.

“Land Use Coordinator” means the Assistant Director of Community Planning and Development –Real Estate, who shall govern the administration of Leases pursuant to this Ordinance.

“Lease” means a written agreement between the Tribe and a lessee, whereby the lessee is granted a right to possession of Seminole Reservation Lands, for a Business Purpose and specified duration. Unless otherwise provided, the use of this term will also include permits, as appropriate.

“Leasehold Mortgage” means a mortgage, deed of trust, or other instrument in which a Lessee pledges the Lessee’s leasehold interest as security for a debt or other obligation owed by the Lessee to a lender or other mortgagee.

“Lessee” means a Person who has acquired a legal right to possess a Premise by a Lease pursuant to this Ordinance.

“Lessor” means the Tribe when it grants a Lease.

“LTRO” means the Land Titles and Records Office of the BIA (or of the Tribe if that administrative function has been contracted by the Tribe).

“Mortgagor” shall mean the Person who has executed a Leasehold Mortgage, or any heir(s), successor(s), executor(s), administrator(s), or assign(s) thereof.

“Mortgagee” shall mean the mortgagee under any Leasehold Mortgage, and any successor or assigns thereof.

“Performance Bond” means security for the performance of certain lease obligations, as furnished by the Lessee, or a guaranty of such performance as furnished by a third-party surety.

“Permanent Improvement” means buildings, other Structures, and associated infrastructure attached to a Premise.

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE FIVE

"Permittee" means a Person with a legal right to use a Premise under a Revocable Permit issued under this Ordinance.

"Person" includes any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, government or agency or subdivision thereof, or any other entity.

"Preliminary Review Approval" means a certification from the Land Use Coordinator that an Application is complete and ready for review by the Commission.

"Premises" means Seminole Reservation Land that is subject to a Lease pursuant to the Ordinance, or that is being considered for lease approval pursuant to the Ordinance.

"Property" means the buildings, fixtures, and any other Permanent Improvements attached or affixed to Seminole Reservation Lands unless the Lease provides otherwise.

"Revocable Permit" means a written non-assignable, non-possessory right of access or a temporary privilege to enter on and use a Premise for a specific purpose for a limited amount of time not to exceed two (2) years and revocable at will in the discretion of the Tribe. A Revocable Permit does not include any agreement, easement, or Right-of-Way, which would grant a legal right to possession of a Premise for any period of time. The term "Lease" shall also incorporate the term "Revocable Permit".

"Secretary" means the Secretary of the United States Department of the Interior or his or her authorized representative acting under delegated authority.

"Seminole Reservation Lands" means all lands formally designated by the United States government as a federal reservation for the Tribe, as well as all Trust or Restricted Lands where the beneficial interest in the land is owned by the Tribe.

"Significant Environmental Impact" means an impact that would "significantly" affect the quality of the human environment. For an environmental impact to be "significant" there must be a substantial, or potentially substantial, adverse change in the environment, including land, air, water, minerals, flora, fauna, ambient noise, cultural areas of historic cultural or aesthetic significance. Applying this term requires consideration of both context and intensity. Context means the significance of an action on society as a whole, the affected region, any directly affected interests, and the locality. Intensity refers to the severity of impact.

"Space Lease" means a lease of space within existing Improvements on Seminole Reservation Lands.

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE SIX

“Structure” means anything constructed, installed or portable, the use of which requires a location on Seminole Reservation Lands.

“Sublease” means a written agreement by which the Lessee grants to a Person a possessory interest in the Premises which is less than the Lessee’s own interest in the same.

“Surety” means one who guarantees the performance of another.

“Termination” means an action by the Tribe to end a Lease.

“Tribal Council” means the governing body of the Tribe.

“Tribe” means the federally recognized Seminole Tribe of Florida.

“Trust or Restricted Land” means land or an interest in land where: (i) the United States holds title to the land or interest in land in trust for the benefit of the Tribe; or (ii) the Tribe holds title to the land or interest in land and can alienate or encumber it only with the approval of the United States because of limitations in the conveyance instrument under Federal law or limitations in Federal law.

“Waste” means spoil or destruction by a Lessee of land, buildings, gardens, trees, or other Improvements which result in substantial injury to the Lessor's interest in Seminole Reservation Lands.

Section 1.3 Application of Ordinance.

A. New and Pending Applications and Leases. This Ordinance shall apply to all Applications pending as of, or filed on or after the Effective Date, as well as to Leases which have not yet been approved by the Tribal Council as of the Effective Date.

B. Exclusions.

1. Nothing herein shall be construed to affect the terms and conditions of existing Leases that have been approved by the Tribal Council and are awaiting Secretarial approval, or which have received Secretarial approval, as of the Effective Date.

2. Nothing herein shall be construed to apply to leases for residential purposes, or for the purpose of exploration, development, or extraction of mineral resources, grazing, agriculture, or to permits for the harvest of forest products, each of which shall continue to be governed by applicable Tribal and Federal law.

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE SEVEN

3. This Ordinance shall not apply to Leases of individually owned land.

C. Final Approval Authority. Secretarial approval of Leases shall be required until such time as the Secretary approves this Ordinance pursuant to the HEARTH Act.

D. Specific Delegation of Authority. Unless otherwise delegated by the Tribal Council, only the Tribal Council has the authority to approve a Lease or waive any requirement of this Ordinance. Such approval, waiver and/or delegation shall be set forth in a duly enacted resolution of the Tribal Council. A resolution approving a Lease shall also delegate authority to one or more Tribal officials or employees to execute the Lease on behalf of the Tribe.

Section 1.4 Sovereign Immunity.

Nothing in this Ordinance shall be construed as a limitation on the Tribe's sovereignty or a waiver of any aspect of the Tribe's immunity from suit.

ARTICLE 2 –LEASE APPROVAL PROCESS

Section 2.1 Initial Lease Application.

A. Initiation. All Applications shall be filed with the Land Use Coordinator.

B. Required Application Information. All Applications shall contain the following information:

1. Legal name, address, phone number, facsimile number and e-mail address of the Applicant(s);
2. If the Applicant is not an individual, the nature of the business entity and state of organization;
3. A description of the proposed Premises;
4. Proposed use of the Premises and term of the Lease;
5. A written business plan or proposal, which includes a description of the type of Improvements contemplated and proposed investment;
6. A financial statement;

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE EIGHT

7. Such other information as the Tribe may request;

8. The signature, and if applicable, the representative capacity of the Applicant.

C. Duty to Update. The Applicant must notify the Land Use Coordinator in writing if there are any changes to the Applicant's information prior to Tribal Council consideration of a Lease.

Section 2.2 Identification of Lease Site.

A. Database. Community Development shall maintain a database of all Premises available for lease. The Land Use Coordinator shall refer the Applicant to Tribal Community Planning to identify the location of an available site.

B. Visual Representation. Except where a Space Lease is involved, Community Development shall provide an aerial photograph and a GIS shape file of the proposed Premises to the Land Use Coordinator and the Applicant, and the same shall be made a part of the Application.

C. Survey. Unless a Space Lease is contemplated, the proposed Premises must be surveyed. All surveys shall be prepared by surveyors duly licensed by the State of Florida, contain the legal description of the proposed Premises, be reviewed and approved by the Tribe's Survey Department, and meet the minimum technical requirements as set forth in Chapter 5J-17 of the Florida Administrative Code, as the same may be amended, superseded or replaced from time to time. The Applicant shall be responsible for payment of costs associated with the survey. A signed and sealed version of the tribally approved survey shall be provided to the Land Use Coordinator and made part of the Application.

D. Sketches. If a Space Lease is contemplated, the Applicant shall provide the Land Use Coordinator with a sketch of the proposed Premises, which may consist of renderings, architectural drawings or other schematics sufficient to illustrate the location within a structure upon a specified tract of land and square footage. The sketch shall be made part of the Application and must be of sufficient detail to meet the requirements of the BIA Land Title and Records Office.

Section 2.3 Preliminary Review by the Land Use Coordinator.

A. Preliminary Review Considerations.

1. The Land Use Coordinator shall refer the Application to such Departments of the Tribe as deemed necessary and appropriate so as to:

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE NINE

a. Identify any existing, future, or potential uses, plans, or projects that may impact or delay the use of the proposed Premises, including any Land Use plan that may have been adopted by the Tribe;

b. Identify and resolve any potential environmental, architectural, historical infrastructure, health or site plan issues;

c. Identify and resolve such other issues and matters as the Land Use Coordinator deems appropriate.

2. ERMD review and approval, as provided in the Article 6 - Environmental Compliance Review shall be required for all Applications prior to the same receiving Preliminary Review Approval from the Leasing Coordinator.

3. All surveys must be reviewed and approved by the Survey Department of the Tribe.

B. Preliminary Review Approval. The Land Use Coordinator, after completing the Preliminary Review Considerations set forth above, and receiving an approval from the Director of the ERMD, shall determine whether any additional information is necessary in order to process the Application. If more information is necessary, the Land Use Coordinator shall request the same from the Applicant or such Departments as necessary. Once the Land Use Coordinator is in possession of all the information deemed necessary so as to allow the Application to proceed, the Land Use Coordinator shall issue a Preliminary Review Approval and place the Application on the agenda of the next scheduled meeting of the Commission in which the Application can be considered.

Section 2.4 Final Lease Application Review by the Commission.

A. Complete Application for Review. The Commission shall not consider an Application for final review unless it contains the following items:

1. Preliminary Review Approval;
2. A completed Application form;
3. A survey that has been approved by the Survey Department, or where a survey is not required, a sketch;
4. ERMD approval and the Environmental Review Record, with any accompanying findings;

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE TEN

5. All other information that may have been requested by the Land Use Coordinator, unless the Commission determines that such information is not necessary for its review.

B. Review of Application. Every completed Application shall be subject to Commission review and the Commission shall provide a recommendation to the Tribal Council for approval; conditional approval, with such conditions being specified; or disapproval as to the proposed land use for the Premises.

C. Notice. The Land Use Coordinator shall provide written notice to the Applicant of the date, time and location of any scheduled meeting of the Commission at which the Application is to be reviewed. The Applicant shall attend the Commission meeting if the Applicant desires to be heard.

D. Criteria for Assessing an Application. In determining whether to approve, conditionally approve, or disapprove an Application, the Commission may consider:

1. The qualifications of the Applicant, including but not limited to land use or development experience and financial capabilities;

2. The highest and best use of the proposed Premises, the value of the proposed Improvements; the requirements for governmental services and commitments; economic impact; and the creation of meaningful employment opportunities for Tribal members;

3. The timing of start-up, construction and completion of all proposed Improvements and the relationship of such to other Land Uses;

4. Aesthetics, architectural concept and design function;

5. Such other issues as the Commission deems necessary and appropriate.

E. Compliance with Current Land Use. The Commission may not recommend approval of an Application if the proposed use is not, to the Commission's knowledge, in compliance with all applicable laws and any Land Use development plan adopted by the Tribe. However, if no such plan has been adopted, the Commission shall ensure that the Land Use proposed in the Application is compatible with the use of Seminole Reservation Lands adjacent to and surrounding the proposed Premises. The Commission may recommend that the Tribal Council approve variances from any approved Land Use development plan if it is determined that the proposed use otherwise complies with Tribal law and is in the Best Interest of the Tribe.

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE ELEVEN

F. Notice of Decision. The Land Use Coordinator shall provide written notice of all final Commission recommendations to the Applicant, by personal delivery, facsimile transmission, e-mail or United States First Class mail to the address as set forth in the Application. Failure to give or receive such notice shall not affect the validity of any determination, recommendation or action.

Section 2.5 Tribal Council Consideration.

The Land Use Coordinator shall provide the Tribal Council with a copy of the final Commission recommendation prior to the Tribal Council taking any action on a Lease related to the Application.

ARTICLE 3 – REQUIRED LEASE PROVISIONS

Section 3.1 Scope.

Leases shall, at a minimum, contain each of the following provisions.

Section 3.2 Parties and Execution.

The Lease shall state the name and address of each party. If a Lessee is not an individual, the type of business entity shall be stated, as well as the place of organization. All Leases must be executed by all the parties thereto. The name of each individual executing the Lease, along with their representative capacity, if applicable, shall be stated below each signature line in the Lease. The Lease shall acknowledge that the individual executing the Lease on behalf of each party has the authority to do so and bind that party to the Lease.

Section 3.3 Description of the Premises.

The Lease shall describe the Premises with enough specificity to tie the Premises to a specific location upon a tract of land and be of sufficient detail to satisfy LTRO recording requirements. Reference should be made to an official or certified survey approved by the Tribe's Survey department. If the Premises cannot be so described, then the Lease shall include one or more of the following: (i) legal description; (ii) a survey-grade global positioning system description; or (iii) another description prepared by a registered land surveyor that is sufficient to identify the Premises. Space Leases need only contain a description sufficient to identify the location of the Premises, such as through an address or sketch.

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE TWELVE

Section 3.4 Purpose and Permitted Uses.

The Lease shall state the purpose and the permitted uses which can take place on the Premises. The Lease may include a provision which provides for such other uses as are compatible with the stated purpose and permitted uses and which are otherwise consistent with the other terms of the Lease.

Section 3.5 Term.

A Lease may have an initial term of up to twenty five (25) years, commencing on the date listed in the Lease as the "effective date", "commencement date" or other similar term, and expiring as provided for in the Lease. Lengthier initial terms may be approved the Tribal Council in its discretion as authorized by 25 U.S.C. § 415(a).

Section 3.6 Renewals.

A Lease may include up to two (2) options to renew, with each renewal option not exceeding twenty-five (25) years. Any renewal option contained in the Lease must specify (i) the time and manner as to how the renewal option is to be exercised or whether it is automatically effective; (ii) that notice of the renewal must also be provided by the Lessee to any leasehold mortgagees or Sureties of the Lease; (iii) any additional consideration that may be due upon the exercise of any renewal option or the start of any renewal term; and (iv) any other conditions that are required for renewal.

Section 3.7 Payments Required Under a Lease.

A. Rent. Rent shall, unless otherwise determined to be in the Best Interest of the Tribe, be based on Fair Market Value, and may include, but not be limited to a fixed monthly fee, a percentage of the income generated from the use of the Premises, or a combination thereof. Leases may contain rental periods in which portions of the term are for below Fair Market Value, such as during development, construction and ramp-up periods. The Tribal Council, in approving a Lease for less than Fair Market Value, shall state in the approving resolution the reason(s) why the same is in the Best Interest of the Tribe. However, resolutions approving Leases for religious, educational, recreational, cultural or other public purposes that are for less than Fair Market Value need only state the purpose of the Lease. Leases which contain a percentage rent shall include a provision as to how the same is to be reported and reconciled.

B. Other Fees and Payments Due. The Lease shall identify all other payments and fees which are due and required under the Lease, such as late fees and interest.

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE THIRTEEN

C. When Due. The Lease shall state the dates upon which all payments are due and that the payments are due without demand or notice from the Tribe.

D. Where and How Due. The Lease shall state the manner in which the required payments are to made, such as by wire, check, account debit and where the payments shall be sent.

E. Rent Adjustments. A Lease which provides for rent adjustments shall state the dates upon which each adjustment shall take place, how each adjustment is to be calculated, and how any disputes related to an adjustment calculation is to be resolved.

F. Irrigation Districts. If the Premises are within an Indian irrigation project or drainage district, except as otherwise provided for in 25 CFR Part 171, as the same may be amended, replaced or superseded, the Lessee must pay all the operation and maintenance charges that accrue during the Lease term. The Lessee must pay these amounts to the appropriate office in charge of the irrigation project or drainage district.

Section 3.8 Due Diligence Requirements.

A. Construction of Permanent Improvements. If the Lessee plans to construct Permanent Improvements, the Lease shall either:

1. Describe the type of Permanent Improvements to be made and the location of the same, and contain a schedule for the commencement and completion of construction, as well as a process for changing the schedule by mutual consent of the parties. The schedule shall take into account the nature of the project to be built and the location of the same and may allow for phased construction; or

2. Require that a plan be specified within a date certain setting forth the requirements set forth in Paragraph 3.8A 1.

B. Plans to be Approved. The Lease shall require all construction plans for Permanent Improvements to be submitted to the Tribe for approval prior to any construction commencing on the Premises.

C. Cost of Maintenance. The Lease shall state who shall be responsible for the cost of constructing, operating, and maintaining any Permanent Improvements constructed on the Premises.

D. Commencement of Operations. The Lease shall state the date or dates upon which the Lessee must commence business operations on the Premises.

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE FOURTEEN

Section 3.9 Ownership of Permanent Improvements.

All Permanent Improvements constructed on the Premises by the Lessee shall be the leasehold property of the Lessee during the term of a Lease. Unless otherwise provided for in the Lease, the Permanent Improvements shall upon expiration, Termination or Cancellation of the Lease, remain on the Premises and become the property of the Tribe. If the Lease allows any specified Permanent Improvements to be removed, the Lease shall specify the maximum time allowed for such removal. If the Permanent Improvements are not removed within the stated time frame, they shall either become property of the Tribe, or the Tribe shall have the same removed from the Premises and disposed of at the cost of the Lessee.

Section 3.10 Insurance Requirements.

A. Minimum Levels. The Lease shall state the minimum levels of insurance coverage that must be secured by the Lessee. In no event shall the amounts and types of coverages be less than those established in insurance guidelines established by the Tribe, as the same may be amended, superseded or replaced from time to time.

B. Mandatory Provisions. All insurance policies required pursuant to subparagraph A above, shall:

1. Contain such minimum provisions as set forth in the insurance guidelines;

2. Name the Tribe and the United States as insured parties;

3. Be endorsed to require the insurer to provide written notice to the Tribe by certified mail, return receipt requested, thirty (30) days prior to any suspension, cancellation or non-renewal of the required insurance.

C. Certificates Required. Leases shall require the Lessee to furnish the Tribe with a certificate of insurance evidencing the required coverage prior to the commencement of work at or occupancy of the Premises.

D. Waiver. Lease for public, cultural, religious, educational, or recreational purposes shall not be subject to insurance or Performance Bond requirements if the Tribal Council determines the same to be in the Best Interest of the Tribe.

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE FIFTEEN

Section 3.11 Security Deposits, Performance Bonds and Sureties.

A. Security. The Lease shall, unless otherwise determined to be in the Best Interest of the Tribe, require the Lessee to provide security in such amounts as the Tribe determines necessary to secure the Lessee's obligations under the Lease. The security may take the form of cash, certificates of deposit issued by a federally insured financial institution authorized to do business in the United States, an irrevocable letter of credit issued by a federally insured financial institution authorized to do business in the United States, negotiable securities issued by the United States Department of Treasury, surety bonds issued by companies approved by the United States Department of the Treasury, or such other forms of security as may be determined by the Tribe to provide adequate protection and security for the Tribe.

B. Performance Bond. A Lessee shall, unless otherwise determined to be in the Best Interest of the Tribe, obtain a Performance Bond for the construction of Permanent Improvements when the material and labor costs exceed Fifty Thousand Dollars (\$50,000.00). The Performance Bond shall guarantee completion of the work, and payment in full of all claims of all Persons for work performed in or materials furnished for construction of the Permanent Improvement, including professional services rendered. The Performance Bond shall be issued by companies approved by the United States Department of the Treasury.

C. Tribal Remedies. All forms of security shall, as applicable, indicate on its face that the approval of the Tribe is required for redemption; be accompanied by a statement granting the Tribe full authority to make an immediate claim upon or sell them if the Lessee violates the Lease; be irrevocable during the term of the bond or other security and be automatically renewable during the term of the Lease.

Section 3.12 Employment Preference.

All Leases shall provide that the Lessee must agree, subject to applicable law, to use reasonable efforts to facilitate the employment of members of the Tribe on the Premises and in the operation of enterprises conducted thereon.

Section 3.13 Applicable Law.

The Lease shall state that it is governed by applicable Tribal and Federal law. The parties to the Lease may further provide for the application of any other body of law, such as the laws of a specified state and the order of application. The Lease shall further mandate compliance with all applicable laws, ordinances, rules and regulations.

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE SIXTEEN

Section 3.14 Unlawful Conduct.

Unlawful conduct, creation of a nuisance, illegal activity, or negligent use or Waste of the Premises is prohibited, and shall be grounds for Termination or Cancellation of the Lease.

Section 3.15 Historic Properties, Archeological and Cultural resources.

In the event that historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with a Lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the Lessee will contact the Land Use Coordinator to determine how to proceed and appropriate disposition.

Section 3.16 Entry and Inspection.

The Tribe and/or the BIA have the right, at any reasonable time during the term of the Lease, with reasonable notice, to enter upon the Premises for inspection and to ensure compliance.

Section 3.17 Obligations Enforceable by the United States.

The obligations of the Lessee and any sureties shall also be enforceable by the United States so long as the Premises constitute Seminole Reservation Lands. The BIA may treat any failure by a Lessee to make appropriate records, reports or information available for BIA inspection and duplication as a default.

Section 3.18 Indemnification.

The Lessee shall indemnify and hold the Tribe and the United States harmless from any loss, liability, or damages, including costs and attorneys' fees, resulting from the Lessee's use or occupation of the Premises. The indemnification shall include all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or the release or discharge of any hazardous material from the Premises that occurs during the Lease term, regardless of fault, with the exception that the Lease may contain a provision providing that the Lessee shall not be required to indemnify for liability or costs arising out of the Tribe's own negligence or willful misconduct.

Section 3.19 Dispute Resolution.

The Lease shall specifically set forth the method or methods for dispute resolution as well as the forum in which such disputes shall be resolved.

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE SEVENTEEN

**ARTICLE 4 – AMENDMENTS, ASSIGNMENTS,
SUBLEASES AND LEASEHOLD MORTGAGES**

Section 4.1 Amendments.

A Lease may be amended with the approval of the Tribal Council. All amendments must be executed by each party to the Lease. In the event there is a Leasehold Mortgage or guaranty which provides that the mortgagee's or the Surety's consent or notification is required for an amendment, the Lessee shall provide the Tribe with proof of such consent or notification prior to the amendment becoming effective.

Section 4.2 Assignment.

A Lease may be assigned only with the approval of the Tribal Council and under such terms and conditions as the Tribal Council deems appropriate. In the event there is a Leasehold Mortgage or guaranty which provides that the mortgagee's or the Surety's consent or notification is required for any assignment, the Lessee shall provide the Tribe with proof of such consent or notification prior to the assignment becoming effective. Notwithstanding the above, the Tribal Council may approve a Lease which contains a provision allowing for an assignment without further Tribal Council approval if (i) the assignee is the Mortgagee, or its designee, and acquired the Lease through either foreclosure or conveyance; (ii) the assignee agrees in writing to assume all of the obligations and conditions of the Lease; (iii) the assignee agrees in writing that any transfer of the Lease will be in accordance with applicable laws; and (iv) the Leasehold Mortgage encumbering the leasehold had been approved by the Tribal Council and contained the provisions as set forth above.

Section 4.3 Sublease.

A. Consent Required. A Lessee may enter into a Sublease only with the approval of the Tribal Council, and under such terms and conditions as the Tribal Council deems appropriate. In the event there is a Leasehold Mortgage or guaranty which provides that the mortgagee's or Surety's consent or notification is required for a Sublease, then the Lessee shall provide the Tribe with proof of such consent or notification prior to the Sublease becoming effective.

B. Prior Consent. A Lease may expressly authorize the Lessee to enter into one or more Subleases without having to obtain subsequent Tribal Council approval for such Subleases.

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE EIGHTEEN

Section 4.4 Leasehold Mortgages.

A. Authorizing Leasehold Mortgages. All Leasehold Mortgages must be separately authorized by the Tribal Council, unless the Lease itself authorizes a Leasehold Mortgage and states the law governing foreclosure. The lien imposed by the Leasehold Mortgage shall be strictly limited to the leasehold interest and the mortgagee shall not gain any rights in Seminole Reservation Lands.

B. Secretarial Approval Not Required. After the Secretary of the Interior approves this Ordinance, all Leasehold Mortgages which are authorized under this Article shall be effective without federal approval under 25 U.S.C. 415, unless the Secretary of the Interior rescinds approval of this Ordinance and reassumes responsibility for such approval.

C. Notice of Leasehold Mortgage. Any Mortgagor who grants a Leasehold Mortgage with respect to a Premise, must notify the Tribe of the name and address of the Mortgagee, and shall consent to the Tribe contacting the Mortgagee and obtaining information from the Mortgagee with respect to such Leasehold Mortgage. If the Tribe provides notice to the Mortgagee in connection with a Leasehold Mortgage, the Tribe shall also endeavor to give such notice to any Surety; provided the Tribe has notice of such participation.

ARTICLE 5 - DEFAULTS AND REMEDIES

Section 5.1 Generally.

The Tribal Council shall have all powers necessary and proper to enforce this Ordinance and may call upon the Tribe's Police Department to assist in the same.

Section 5.2 Right of Entry.

The Tribe shall have the authority to enter a Premise at any time when necessary to take the appropriate emergency action so as to prevent imminent, immediate and significant harm to the Premises or Persons, or where criminal activity is taking place thereon.

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE NINETEEN

Section 5.3 Defaults.

A. Notice. If the Tribe determines that the Lessee is in default of any provision of its Lease or in violation of any relevant tribal law, including but not limited to Ordinance C-05-08, "Trespass Ordinance of the Seminole Tribe of Florida", the Tribe shall send notice to the Lessee of such default in accordance with any notice provision contained in the Lease, demanding that the Lessee cure the default within any time frame specified in the Lease for such default. In the event the Lease does not set forth a method of notice, then the Tribe shall provide the same by certified mail, return receipt requested, to the address of the Lessee as set forth in the Application and the notice shall be deemed given when mailed.

B. Cure Time. Unless otherwise provided for in the Lease, the Lessee shall have five business (5) days to cure a payment default and ten (10) business days to cure a non-payment default. The Tribe may grant additional time for a Lessee to cure a default if the Lessee has diligently taken action to cure a default.

Section 5.4 Remedies.

The Tribe may Terminate a Lease for an uncured default or unlawful conduct by providing the Lessee with a written notice of Termination, and providing for the Termination on the thirty first (31st) day after the giving of the notice. Notice shall be sent, and be deemed given, as set forth in Section 5.3A above. The right of Termination is in addition to any other rights and remedies as may be set forth in a Lease.

Section 5.5 BIA Assistance.

The BIA may, upon reasonable notice from the Tribe, and at the BIA's discretion, enforce the provisions of or cause a Cancellation of a Lease.

ARTICLE 6 – ENVIRONMENTAL COMPLIANCE REVIEW

Section 6.1. General Environmental Review for Proposed Leases

A. ERMD shall conduct an Environmental Compliance Review upon receipt of an Application as set forth in this Article. This process is intended to comply with the requirements of the HEARTH Act ensuring that:

1. Any significant effects of the proposed action on the environment are identified and evaluated;

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE TWENTY

2. The public is informed of and has a reasonable opportunity to comment on, any Significant Environmental Impacts of the proposed action as identified by the Tribe; and

3. The Tribe provides responses to relevant and substantive public comments on any Significant Environmental Impacts before a Lease is given a Preliminary Review Approval by the Land Use Coordinator.

B. The Applicant responsibility to comply with all applicable tribal and federal environmental laws is in addition to and separate from its obligations under this Ordinance. As part of this process under this Article the ERMD will take all necessary steps to ensure that the Applicant's planned use and occupation of the Premises complies with all applicable tribal and federal environmental laws.

Section 6.2. Threshold Environmental Compliance Determination on Proposed Lease Site

A. Upon receipt of an Application from the Land Use Coordinator, an Environmental Review Record will be compiled and archived by the ERMD for every Environmental Compliance Review conducted under this Ordinance.

B. The ERMD may request any other information deemed relevant.

C. A threshold determination will be made by the ERMD as to whether the Business Purpose proposed on Seminole Reservation Lands will result in a Significant Environmental Impact, as defined herein.

D. In the discretion of the ERMD an Environmental Compliance Review will not be required for a proposed Lease when:

1. There is no significant change in the use of the Premises under the new Lease;

2. After review, the Land Use Coordinator determines that the Premises were the subject of an Environmental Compliance Review not more than twenty-four months earlier for a substantially identical leasing transaction; or

3. The Premises are located within the footprint of an existing Property for which an Environmental Compliance Review was already conducted, for example when considering a Space Lease.

E. If the ERMD provides a determination to the Land Use Coordinator that the proposed Lease would not result in a Significant Environmental Impact, then:

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE TWENTY-ONE

1. The initial leasing decision will be exempt from any further Environmental Compliance Review under this Article;

2. The ERMD will forward the finding of no Significant Environmental Impact, together with supporting documentation, and the ERR to the Land Use Coordinator; and

3. The Preliminary Review Approval requirements for environmental issues shall be deemed satisfied.

F. When the ERMD has determined that the proposed Lease *will not* significantly impact the environment, the Environmental Review Record which led to that determination *will not* be subject to the public notice and comment process set forth herein. However, a copy of the written determination finding that there are no Significant Environmental Impacts will be available, upon request, for public review at the office of the ERMD.

Section 6.3. Action Upon Significant Environmental Impact Determination

A. Pursuant to Section 6.2, unless an exemption is applicable, or a Lease is otherwise not subject to the Environmental Compliance Review process because of a finding of no Significant Environmental Impact the Land Use Coordinator shall cause to be prepared a tribal environmental impact report (TEIR). The TEIR will provide an analysis of the potential Significant Environmental Impacts of the propose Lease.

B. The TEIR shall contain:

1. A description of the physical environmental conditions in the vicinity of the proposed Premises;

2. An analysis and evaluation of the effects of the project or activities on the environment;

3. A description of all significant impacts on the environment, including:

a. Significant impacts that cannot be avoided, or would be irreversible, if the proposed Premises are utilized as proposed by the Applicant;

b. Any mitigation measures proposed, recommended, or required.

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE TWENTY-TWO

4. Records documenting compliance with applicable law including verifiable source documents and supporting documents;

C. When the ERMD has determined that the proposed Lease *will have* Significant Environmental Impacts, the Environmental Review Record which supports that determination will be subject to the public notice and comment process pursuant to Section 6.5.

Section 6.4. Environmental Review Record

A. The Environmental Review Record shall at a minimum contain the following documents for every proposed Leasing decision that has been considered and/or determined to have Significant Environmental Impacts:

1. The Application;
2. If applicable, a TEIR;
3. A copy of the written determination of the ERMD;
4. Public notices, if applicable; and
5. Public comments, if applicable.

Section 6.5. Public Notice and Comment

A. When the ERMD determines that the proposed leasing activity will significantly impact the environment, pursuant to 25 U.S.C § 415(h)(3)(b)(ii) as the same may be amended, superseded or replaced, it shall publish within a reasonable amount of time in the Seminole Tribune and post at tribal administration offices on the Reservation of the affected Premises a Notice that the Tribal Council is requesting public comment on the proposed Lease activity before it makes a final approval determination.

B. Notice Contents. The ERMD will ensure that the Notice contains:

1. A brief description of the proposed Lease,
2. The proposed location of the Lease,
3. The physical address of the ERMD where the ERR may be reviewed, or copies may be obtained,

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE TWENTY-THREE

4. Language explaining that a 30 day public comment period is open, and indicating that public comments timely received will be considered,

5. Instructions advising the public to identify which "Notice" they are responding to.

C. The ERMD has discretion to also provide such notice directly to individuals, and other government entities known to have an interest in the proposed lease activity.

D. The ERMD shall consider all relevant and substantive comments, and provide its determination, which will be forwarded for approval to the Tribal Council by the Land Use Coordinator and thereafter made public.

E. After the 30 day comment period has closed, the ERMD, or its designee, will provide a response to all relevant and substantive comments on any Significant Environmental Impact within a reasonable amount of time arising as a result of the proposed Lease on the Premises. The response will include any proposed, recommended, or required mitigation measures addressing such Significant Environmental Impacts.

F. The response shall be provided to the Land Use Coordinator for inclusion in the ERR, and completion of the Preliminary Review Approval Process as set forth in Section 2.3.B.

Section 6.6. Re-Evaluation of Environmental Compliance Review

A. A re-evaluation of the initial Environmental Compliance Review determination will be required when:

1. There are proposed substantial changes in the nature, magnitude or extent of the Lease activity on the Premises,

2. There are new circumstances and environmental conditions which may affect the project or have a bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity which is proposed to be continued; or

3. The Applicant does not adhere to the mitigation alternatives required by the original determination.

B. If the ERMD determines that the original findings are no longer valid and the re-evaluation indicates Significant Environmental Impacts, then the ERMD must notify the Land Use Coordinator and re-initiate the process set forth in this Article 6.

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE TWENTY-FOUR

ARTICLE 7 – MISCELLANEOUS

Section 7.1 Taxes.

Subject only to applicable Federal law, no fee, tax, assessment, levy or charge imposed by a State or political subdivision shall apply to Permanent Improvements, activities under Leases, or the leasehold or possessory interest on Seminole Reservation Land. The Tribe may impose its own taxes or other charges on the same.

Section 7.2 Severance.

If any provision of this Business Leasing Ordinance, or the application of it to any Person or entity or circumstance, be deemed unlawful, invalid, or preempted by Federal law for any reason by any court of competent jurisdiction, that provision shall be severed and the remainder of this Business Leasing Ordinance not deemed unlawful or preempted shall continue in full force and effect.

Section 7.3 Recording.

The Land Use Coordinator shall ensure that all Leases, Subleases, Assignments, amendments, and renewal notices related to a Lease, Leasehold Mortgages, and Terminations shall be provided to the BIA as required by 25 U.S.C. § 415(h)(6)(A) and for purposes of recording with the LTRO. Additionally proof of lease payment made directly to the Tribe shall be provided pursuant to 25 U.S.C. § 415(h)(6)(B).

Section 7.4 Administrative Fees and Costs.

The Tribe may establish a uniform schedule of fees and costs to be imposed upon applicants and Lessees with respect to the administrative burdens imposed by this Ordinance.

BE IT FURTHER ENACTED: that the Chairman of the Tribal Council is hereby authorized to submit this "Amended Seminole Tribe of Florida Business Leasing Ordinance" to the Secretary of the United States Department of the Interior for consideration of approval under the "Helping Expedite and Advance Responsible Tribal Home Ownership Act", Public Law 11-151; and

RE: AMENDED SEMINOLE TRIBE OF FLORIDA BUSINESS LEASING ORDINANCE

ORDINANCE NO. C-09-14

PAGE TWENTY-FIVE

BE IT FURTHER ENACTED: that this ordinance is hereby adopted after motion duly made by Andrew J. Bowers, Jr., seconded by Manuel M. Tiger and a roll call vote as follows:

Chairman James E. Billie..... AYE
Vice-Chairman Tony Sanchez, Jr. AYE
Council Representative Manuel M. Tiger..... AYE
Council Representative Andrew J. Bowers, Jr..... AYE
Council Representative Christopher Osceola. AYE

DONE THIS 13th DAY OF JUNE, 2014, at the special meeting of the Tribal Council, duly convened at the Big Cypress Seminole Indian Reservation, Hendry County, Florida, with a quorum being present, by a vote of 5 For, 0 Against, and with no Abstentions.



Chairman
TRIBAL COUNCIL

ATTEST:



Acting Secretary
TRIBAL COUNCIL