



CENTRAL COUNCIL
Tlingit and Haida Indian Tribes of Alaska
Office of the President • Edward K. Thomas Building
9097 Glacier Highway • Juneau, Alaska 99801

Executive Council of the Central Council
TLINGIT & HAIDA INDIAN TRIBES OF ALASKA

Resolution EC 23-23

Title: Limited Waiver of Sovereign Immunity for Lease of Lynnwood Office Space

WHEREAS, the Central Council of Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida) is a federally recognized tribe with more than 35,000 citizens; and

WHEREAS, under Article X of the Tlingit & Haida Constitution, the Executive Council is the governing body of Tlingit & Haida when the Tribal Assembly is not in session; and

WHEREAS, the Tribal Assembly is not in session; and

WHEREAS, Tlingit & Haida seeks to enter into a long-term commercial Lease for office space (the “Lease”) with Northview Center SPE, LLC (“Northview”) for the property known as Suite 220, located at 20700 44th Avenue West, Lynnwood, Washington 98036 (“Suite 220”); and

WHEREAS, the Lease requires a limited waiver of sovereign immunity for disputes arising out of and related to the Lease (the “Limited Waiver”);

NOW THEREFORE BE IT RESOLVED, that the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska hereby determines that, in the event that Tlingit & Haida executes the Lease, Tlingit & Haida expressly, unequivocally, and irrevocably waives its sovereign immunity from suit and will not raise sovereign immunity as a defense in a judicial action brought therein by Northview Center SPE, LLC, subject to the following limitations:

1. Notwithstanding any applicable statute of limitations or other applicable law, the Limited Waiver shall be enforceable only for the term of the Lease (as it may be extended either pursuant to Section 31 of the Lease or Tlingit & Haida’s holding over) and for one (1) year after the later of: (a) the termination of the Lease; or (b) Tlingit & Haida’s actual surrender of the Premises, and only as to claims and causes of action arising during the term of the Lease (as it may be extended either pursuant to Section 31 of the Lease or Tlingit & Haida’s holding over), and only as to claims and causes of action arising during the term of the Lease;
2. The Limited Waiver is solely in favor of Northview Center SPE, LLC as Landlord, and any applicable successor(s) in interest as demonstrated by Northview;

3. The Limited Waiver is solely with respect to any claim or cause of action arising out of or related to the Lease for Suite 220;
4. The Limited Waiver applies solely with respect to claims or causes of action asserted in the United States District Court for the Western District of Washington; provided, however, that if for any reason that court lacks jurisdiction over the matter, the suit may be heard in the District or Superior Court of the State of Washington for King County;
5. The Limited Waiver is not to be construed as a waiver of or consent to the attachment, execution, levy, encumbrance, or other judicial process upon:
 - a. any real property, or interest in any real property, of Tlingit & Haida or its sub-entities, whether held in fee, in trust for the benefit of Tlingit & Haida or any tribal citizen by the United States, or as restricted fee simple land; or
 - b. any federal, state, or grant funds held, or to be received, by Tlingit & Haida, in trust or otherwise;
6. The Limited Waiver does not waive the sovereign immunity of Tlingit & Haida's employees, officers, agents, and members.

ADOPTED this 20th day of March 2023, by the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska, by a vote of 5 yeas, 0 nays, 0 abstentions and 1 absence.

CERTIFY



President Richard J. Peterson

ATTEST



Tribal Secretary Jacqueline L. Pata