



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 24-108

Title: Limited Waiver of Sovereign Immunity Related to Employing Placer Title Company

WHEREAS, the Central Council of Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida) is a federally recognized tribe with more than 37,000 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 wishes to employ Placer Title Company for the purpose of performing settlement services in connection with the purchase of 5301 Madison Avenue, Sacramento, California (the “Property”); and

WHEREAS, Placer Title Company requires a limited waiver of sovereign immunity in order to provide such services; and

WHEREAS, Article VII, Section 4 of Tlingit & Haida’s constitution states that waivers of sovereign immunity are “disfavored” and are only to be granted when it is “necessary to secure a substantial advantage or benefit to Tlingit & Haida”; and

WHEREAS, the purchase of this property is necessary to secure a substantial advantage and benefit to Tlingit & Haida and its citizens in and around the Sacramento area;

NOW THEREFORE BE IT RESOLVED, that the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska hereby determines that the Limited Waiver as described below is necessary to secure a substantial benefit to Tlingit & Haida by employing Placer Title Company to effectuate the purchase of the Property; and

BE IT FURTHER RESOLVED, that the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska hereby unequivocally and irrevocably waives its sovereign immunity (and any defense based thereon) with regard to any suit, action or other legal proceeding arising out of or in connection with the Settlement Services, including, without limitation, (a) any legal process (including without limitation, service of notice, attachment prior to judgment, attachment in aid of execution, execution and/or exercise of contempt powers); and (b) any suit, action, or proceeding that is brought for the purpose of adjudicating claims controversies, or disputes, for the purpose of enforcing or defending Placer Title Company's rights, duties, and obligations:

- a. **Choice of Law.** Placer Title Company and Tlingit & Haida each expressly by execution of this document, acknowledge that this Agreement is governed by the law of the state in which the Land is located. Tlingit & Haida expressly by execution of this document, agree that in connection with the foregoing Placer Title Company shall have all available legal and equitable remedies under the law of that state, including, without limitation, the right to interplead funds or documents, specific performance, money damages, and/or injunctive and declaratory relief.
- b. **Consent to Jurisdiction and Venue.** Placer Title Company and Tlingit & Haida each expressly by execution of this document, consent to jurisdiction and venue in the courts of the state where the Land is located. This consent includes, but is not limited to, enforcement of any judgement obtained in the process of dispute resolution pursuant to this Agreement Tlingit & Haida expressly by execution of this document, waive any defense due to failure of Placer Title Company to exhaust remedies in the courts of Tlingit & Haida.

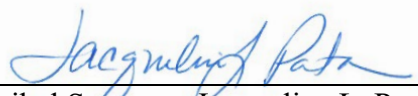
ADOPTED this 20th day of September 2024, by the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska, by a vote of 5 yeas, 0 nays, 0 abstentions and 1 absence.

CERTIFY



President Richard J. Peterson

ATTEST



Tribal Secretary Jacqueline L. Pata