



EXECUTIVE COUNCIL OF THE
CENTRAL COUNCIL OF THE TLINGIT & HAIDA INDIAN TRIBES OF ALASKA

Resolution EC 26-55

Title: Limited Waiver of Sovereign Immunity Related to Contract of Sale with Petersburg Borough for Parcel Acquisition

WHEREAS, the Central Council of Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida) is a federally recognized tribe with more than 38,000 citizens; and

WHEREAS, pursuant to 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 enter into a Contract of Sale with the Petersburg Borough to purchase an unsubdivided parcel of approximately .23 acres (the "Property") for Tidal Network to install a communications tower for the expansion of fixed wireless broadband (the "Project"); and

WHEREAS, the Contract of Sale requires Tlingit & Haida to grant a limited waiver of sovereign immunity solely to permit an action to be brought against it by the Petersburg Borough in the State of Alaska, located in Petersburg, AK to enforce the Contract of Sale, as set forth in Section 15 therein; and

WHEREAS, Article V, Section 4(a)(2) 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;"

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 enabling the purchase of the Property from the Petersburg Borough to facilitate the expansion of broadband coverage via Tidal Network; and



BE IT FURTHER RESOLVED, that the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska hereby irrevocably waives its sovereign immunity (and any defense based thereon) solely to the extent expressly set forth herein and for no other purpose, to permit the Petersburg Borough to bring an action in the State Courts of the State of Alaska, located in Petersburg, Alaska, to enforce the Contract of Sale, subject to the following limitations:

1. This Limited Waiver shall survive closing of the sale contemplated by the Contract of Sale, to the extent necessary solely to enforce the provisions of the Contract of Sale;
2. This Limited Waiver is solely in favor of the Petersburg Borough and shall not extend to any other person, agency, or entity;
3. This Limited Waiver does not waive the sovereign immunity of Tlingit & Haida's employees, officers, agents, citizens, and Community Councils;
4. This 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; provided, however, that solely with respect to the specific Property that is the subject of the Contract of Sale, the Petersburg Borough may seek such judicial relief as is necessary to effectuate, confirm, convey, vest, or record title to the Property in the name of the Borough in accordance with the Contract of Sale. This exception applies only to the Property and does not extend to any other real property of Tlingit & Haida or its sub-entities; or
 - b. any federal, state, or grant funds held, or to be received, by Tlingit & Haida, in trust or otherwise;
5. This Limited Waiver does not entitle or authorize the Petersburg Borough to recover punitive, consequential, incidental, special, or exemplary damages. The Petersburg Borough may seek declaratory relief, injunctive relief, specific performance, damages, and any other rights or remedies available at law or in equity, as may be appropriate to enforce, remedy any breach of, or otherwise give effect to the Contract of Sale, and such remedies shall be cumulative and not exclusive; and
6. Before any action may be filed in a court of competent jurisdiction, Tlingit & Haida and Petersburg Borough shall meet and attempt to resolve any claim(s) through good faith negotiations;

7. No broader waiver than is set out herein shall be implied from this Resolution, the Contract of Sale, or any other document, communication, or conduct.

ADOPTED this 11th day of May 2026, 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