

AMENDMENT NO. 1 TO DECLARATION OF PROTECTIVE COVENANTS BETWEEN SNOHOMISH COUNTY AND THE STILLAGUAMISH TRIBE OF INDIANS

THIS AMENDMENT NO. 1 to that Declaration of Protective Covenants, Conditions and Restrictions for Cicero Pond Snohomish County, Washington (the "Covenant") dated May 12, 1995, is made by and between Snohomish County, a political subdivision of the State of Washington (the "COUNTY"), and The Stillaguamish Tribe of Indians (the "Successor").

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

The following limited Waiver of Sovereign Immunity shall apply to the portion of the property transferred to the Successor in interest to a portion of the property subject to the Declaration of Protected Covenants attached hereto as Exhibit A incorporated Herein by this reference, and recorded under auditor file number 9508160390.

Limited Waiver of Sovereign Immunity. The Tribe expressly reserves all of its inherent sovereign rights as a sovereign Tribe, including its rights as a federally-recognized Tribe to sovereign immunity from suit in any state, federal or tribal court without the Tribe's explicit consent. By entering into this Covenant, the Tribe hereby grants a limited waiver of sovereign immunity to Snohomish County only, subject to and conditioned on the following:

- a. This limited waiver of sovereign immunity shall not extend to or be used for or to the benefit of any other person or entity of any kind or description whatsoever, including any successor or assign of Snohomish County.
- b. Nothing contained in this Covenant shall be deemed a consent to levy of any judgment, lien or attachment upon any assets, property or interest of the Tribe except as specifically described herein.
- c. Nothing in this Agreement nor any activity of the Tribe shall implicate or in any way involve the trust assets or credit of the Tribe or any of its members.
- d. The Tribe hereby expressly waives sovereign immunity to suit only with respect to claims made relating to, or arising under, this Covenant by any party, to interpret or enforce the terms of this Covenant, or upon a claim of indemnification by Snohomish County to this Covenant.

EXCEPT AS PROVIDED IN THIS AMENDMENT NO. 1, ALL TERMS AND CONDITIONS OF THE DECLARATION OF PROTECTIVE COVENANTS FOR CICERO POND SNOHOMISH COUNTY REMAIN IN FULL FORCE AND EFFECT.

"COUNTY"  
SNOHOMISH COUNTY

"SUCCESSOR"

By: [Signature]  
Its: PROPERTY OFFICER  
Date Signed: 12/15/22

By: [Signature]  
Its: Eric White  
Chairman, Board of Directors - Stillaguamish Tribe of Indians  
Date Signed: 11/17/22

Date Signed: 11/17/22

AMENDMENT NO. 1 TO DECLARATION OF PROTECTIVE COVENANTS BETWEEN SNOHOMISH COUNTY AND THE STILLAGUAMISH TRIBE OF INDIANS

THIS AMENDMENT NO. 1 to that Declaration of Protective Covenants, Conditions and Restrictions for Cicero Pond Snohomish County, Washington (the "Covenant") dated May 12, 1995, is made by and between Snohomish County, a political subdivision of the State of Washington (the "COUNTY"), and The Stillaguamish Tribe of Indians (the "Successor").

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

The following limited Waiver of Sovereign Immunity shall apply to the portion of the property transferred to the Successor in interest to a portion of the property subject to the Declaration of Protected Covenants attached hereto as Exhibit A incorporated herein by this reference, and recorded under auditor file number 9508160390.

Limited Waiver of Sovereign Immunity. The Tribe expressly reserves all of its inherent sovereign rights as a sovereign Tribe, including its rights as a federally-recognized Tribe to sovereign immunity from suit in any state, federal or tribal court without the Tribe's explicit consent. By entering into this Covenant, the Tribe hereby grants a limited waiver of sovereign immunity to Snohomish County only, subject to and conditioned on the following:

- a. This limited waiver of sovereign immunity shall not extend to or be used for or to the benefit of any other person or entity of any kind or description whatsoever, including any successor or assign of Snohomish County.
- b. Nothing contained in this Covenant shall be deemed a consent to levy of any judgment, lien or attachment upon any assets, property or interest of the Tribe except as specifically described herein.
- c. Nothing in this Agreement nor any activity of the Tribe shall implicate or in any way involve the trust assets or credit of the Tribe or any of its members.
- d. The Tribe hereby expressly waives sovereign immunity to suit only with respect to claims made relating to, or arising under, this Covenant by any party, to interpret or enforce the terms of this Covenant, or upon a claim of indemnification by Snohomish County to this Covenant.

Except as provided in this Amendment No. 1, all terms and conditions of the declaration of Protective Covenants for Cicero Pond Snohomish County remain in full force and effect.

"COUNTY"  
SNOHOMISH COUNTY

"SUCCESSOR"  
STILLAGUAMISH TRIBE OF INDIANS

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Approved as to form:

 11-16-2022  
Deputy Prosecuting Attorney      Date