

FEDERATED INDIANS OF *Graton Rancheria* **FEDERATED INDIANS OF GRATON RANCHERIA**

RESOLUTION AUTHORIZING TRIBAL COMPLIANCE WITH THE WILLIAMSON ACT CONTRACT, CALIFORNIA GOVERNMENT CODE § 51200 *ET. SEQ.*, ON 181 ACRES OF LAND THAT COMPRISE A PORTION OF CERTAIN LANDS WHICH HAVE BEEN APPROVED TO BE TAKEN INTO TRUST FOR THE TRIBE PURSUANT TO THE GRATON RANCHERIA RESTORATION ACT ON APRIL 18, 2008, AND A LIMITED WAIVER OF THE TRIBE'S SOVEREIGN IMMUNITY IN FAVOR OF THE COUNTY OF SONOMA WITH RESPECT TO THE FUTURE ENFORCEABILITY OF THE WILLIAMSON ACT CONTRACT.

GENERAL COUNCIL RESOLUTION NO.: 09-03-GC

DATE APPROVED: February 14, 2009

WHEREAS: The Federated Indians of Graton Rancheria (the "Tribe") is a federally recognized Indian tribe organized pursuant to the Constitution of the Federated Indians of Graton Rancheria, approved by the Secretary of the Interior on December 23, 2002, (the "Constitution"); and

WHEREAS: Article III, Section 1 of the Constitution provides that the governing body of the Tribe is the Tribal Council; and

WHEREAS: Article VI, Section 2 of the Constitution reserves to the General Council the power to waive the Tribe's sovereign immunity to unconsented suit; and

WHEREAS, The Tribe has requested the Secretary to acquire certain lands in trust for the Tribe as the Tribe's reservation pursuant to the Graton Rancheria Restoration Act, 25 U.S.C. §1300n; and

WHEREAS, Some of these lands are currently subject to a contract that restricts the primary use of those lands to agricultural and compatible uses pursuant to the California Land Conversation Act of 1965, California Government Code § 51200 *et. seq.* (the "Williamson Act"); and

WHEREAS: The Tribe intends to comply with the land use restrictions of the Williamson Act contract until, if ever, the County of Sonoma is given notice of non-renewal, and the contract expires by its own terms; and

WHEREAS: The Tribe wishes to eliminate any ambiguity concerning whether the terms of the Williamson Act contract are enforceable once the Tribe becomes the beneficial owner of these lands; and



WHEREAS: The Tribe wishes to eliminate any ambiguity concerning whether the terms of the Williamson Act contract are enforceable once the Tribe becomes the beneficial owner of these lands; and

WHEREAS: The Tribe fully expects to enter into an agreement with the County of Sonoma providing for joint recognition of the validity of the Williamson Act contract on said lands pursuant to the legally binding Memorandum of Understanding between the Tribe and the County of Sonoma dated November 1, 2004 ("2004 County MOU"), which obligates the Tribe to enter into an intergovernmental agreement "with the County regarding the loss of any open space, community separator, and Williamson Act issues"; and

WHEREAS: The Tribal Council has requested that the General Council confirm future compliance with the land use provisions of the Williamson Act and approve a limited waiver of the Tribe's sovereign immunity with regard to disputes specifically arising under the Williamson Act contract in order to resolve any ambiguities concerning future enforceability of said contract, and to consent to State court jurisdiction as provided for herein; and

WHEREAS: Providing for the enforceability of the Williamson Act contract is consistent with the intent of the 2004 County MOU and the Tribe's commitment to respect local land use laws as demonstrated by the Tribe's willingness to relocate its proposed resort project site to lands within the urban growth boundary of the City of Rohnert Park and to address the applicability of land use laws on other lands which the Tribe may acquire in the future pursuant to the Tribe's Memoranda of Understanding with the County of Sonoma and the County of Marin respectively, each dated July 22, 2008.

NOW, THEREFORE, BE IT RESOLVED THAT the Tribe will comply with the land use restrictions of the Williamson Act for those lands that are subject to a Williamson Act, and that are more particularly described in Exhibit A to this agreement, until such time, if ever, that the Williamson Act contract term expires; and

BE IT FURTHER RESOLVED THAT the General Council hereby expressly grants a limited waiver of the Tribe's sovereign immunity in favor of the County of Sonoma (but not as to any other person or entity) pertaining solely to disputes specifically related to or arising under the Williamson Act contract that pertains to the lands described in Exhibit A and consents to the jurisdiction of the State courts for the resolution of such disputes; and

BE IT FURTHER RESOLVED THAT the General Council hereby exercises its delegated authority to approve the enforceability of the land use provisions of the Williamson Act contract in favor of the County of Sonoma; and

BE IT FURTHER RESOLVED THAT the Tribe, through the General Council in exercising its delegated authority, declares that the Williamson Act contract upon the Tribe becoming the beneficial or legal owner of said lands shall be and become a valid and legal obligation of the Tribe; and

BE IT FURTHER RESOLVED THAT the limited waiver of sovereign immunity shall only apply to injunctive or declarative relief and does not apply to monetary damages, attorneys fees, court costs or any other payment of monies; and

BE IT FURTHER RESOLVED THAT the Tribe, through the General Council in exercising its delegated authority, hereby determines that no laws, ordinances, resolutions or other actions of the Tribe, Tribal Council, Board, or any of the agencies or instrumentalities of the Tribe, either written or established by custom or tradition, prohibit the General Council from approving the enactment of this resolution; and

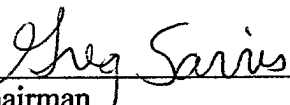
BE IT FURTHER RESOLVED THAT the limited waiver of sovereign immunity shall only expire if and when the Williamson Act contract expires by its own terms should the Tribe choose not to renew it in accordance with the Williamson Act or if the contract is cancelled by the County in accordance with Williamson Act; and

BE IT FURTHER RESOLVED THAT nothing herein shall be construed as a waiver by the Tribe not to exercise it's right not to renew the contract should it decide to do so; and

BE IT FURTHER RESOLVED THAT the General Council or Tribal Council shall not pass or adopt any resolutions or approve or allow any other action of the Tribe, or any of its officers, employees, agents, subdivisions, agencies or instrumentalities, or any nature that shall impair the obligations of the Tribe under this resolution or that would rescind or modify this waiver of sovereign immunity or ratification of the applicability of the Williamson Act contract once the land is placed in trust for the benefit of the Tribe.

CERTIFICATION

We the undersigned do hereby certify that the foregoing resolution was duly adopted by the General Membership on the 14 day of February, 2009, at a General Council meeting at which a quorum of the registered voters was present, by a vote of 90 for 0 opposed, and 0 abstaining, and that said Resolution has not been rescinded or amended in any way.



Chairman

ATTEST:


Secretary