

**WHEN RECORDED, RETURN TO:**

City of Anacortes  
Attn., Public Works Director  
P.O. Box 547  
Anacortes, WA 98221-0542



201304190072

Skagit County Auditor

4/19/2013 Page 1 of 30 12:18PM

ACCOMMODATION RECORDING

LAND TITLE OF SKAGIT COUNTY

M-19899

**EASEMENT FOR WATER PIPELINES**

**AND AGREEMENT TO PROVIDE WATER SUPPLY**

GRANTOR: SWINOMISH INDIAN TRIBAL COMMUNITY

GRANTEE: CITY OF ANACORTES

SHORT LEGAL: A portion of Section 2, Township 34 N, Range 2 E, W.M.,  
Skagit County, WA.

P124181  
P19667  
P19668

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

APR 19 2013

Amount Paid \$  
By Skagit Co. Treasurer Deputy  
KK



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## **1. EASEMENTS AND AGREEMENT.**

**1.1 Agreement and Parties.** This EASEMENT FOR WATER PIPELINES AND AGREEMENT TO PROVIDE WATER SUPPLY ("Agreement" or "Easement Agreement") is between the **SWINOMISH INDIAN TRIBAL COMMUNITY**, a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934 (25 U.S.C. § 476) ("TRIBE"), owner of Trust lands located within the exterior boundaries of the Swinomish Reservation, and the **CITY OF ANACORTES**, a Washington municipal corporation ("CITY"). Together, the TRIBE and CITY are the "Parties" to this Easement Agreement. The TRIBE and CITY agree as follows.

**1.2 Authority.** Under 25 U.S.C. §§ 323-328 and 25 CFR § 169.18, public utility water pipeline easements across tribal lands may be without limitation as to term of years. This Easement Agreement is for a term of years, as set forth herein.

**1.3 Grant of Easement.** Subject to the conditions described herein, TRIBE hereby establishes, conveys and grants, for and to the CITY, a non-exclusive easement over and across the TRIBE's Property for the location, construction, use and maintenance of the pipelines described in Section 1.4.

**1.4 Pipelines Authorized.** The CITY, for the purposes hereinafter set forth, and subject to and conditioned upon the terms in this Easement Agreement, is authorized to survey, construct, install, operate, test, maintain, repair, reconstruct, replace, improve and remove, at the CITY's sole cost and expense, two (2) underground 36" diameter water pipelines and one (1) underground 24" diameter water pipeline, together with the pipelines' necessary appurtenances (hereinafter "pipelines") under, along, across and through real property in Skagit County, Washington. The TRIBE's property subject to this Agreement (together with other property subject to this Agreement) is described in attached Exhibit A (the "Property"). The easement areas for the pipelines are described in attached Exhibits B and B-2 (the "Easement Area"), and depicted in Exhibits C and C-2.

SEE ATTACHED EXHIBITS WHICH ARE INCORPORATED HEREIN BY REFERENCE

**1.5 Existing Uses Recognized.** The CITY's rights under this Agreement are subject to existing and future authorized uses of the Easement Area that do not interfere with the rights granted by this Agreement to CITY, as described more fully in Agreement Section 4.





## **2. PURPOSE, RECITALS AND CONSIDERATION.**

**2.1 CITY's Water Utility.** The CITY owns and operates a regional water supply system which supplies an average of 18 million gallons per day to approximately 56,000 residential, commercial and industrial customers ("Water Utility"). The CITY's Water Utility provides the entire domestic water service for all in-City residential and commercial customers and residential and commercial retail customers in unincorporated portions of Fidalgo Island; and, provides water supply requirements for four governmental wholesale customers: The City of Oak Harbor, the Town of La Conner, Skagit County Public Utility District No. 1 and the TRIBE's Swinomish Utility and Environmental Services Authority ("Utility Authority"). In addition, the CITY provides service to large industrial customers and to the United States Naval Air Station on Whidbey Island. The pipelines are an essential public facility to provide water service to the CITY's retail, wholesale and industrial customers, including the Utility Authority.

**2.2 TRIBE's Utility Authority.** The TRIBE's Utility Authority is formed under Article VI of the TRIBE's Constitution and Chapter 11 of the Tribal Code. The Utility Authority has the authority to provide utility services to all of the lands and waters within the exterior boundaries of the TRIBE's Reservation. The Utility Authority has the day-to-day responsibility for operating, providing, and maintaining the Tribal utilities. The Utility Authority is solely responsible for setting rates and billing and collecting for services to its customers. The CITY and TRIBE have maintained cooperative relations, including cooperative efforts related to the management of water resources. The current Water Supply Agreement between the TRIBE's Utility Authority and the CITY's Water Utility extends from January 1, 2006 to December 31, 2025. This Easement Agreement continues the provision of essential services to the Tribe and is in furtherance of the long-standing relationship between the CITY and the TRIBE and facilitates the continued and expanded service to the TRIBE under the Water Supply Agreement, as currently exists or as may be amended in the future.

**2.3 Consideration.** Certain of the CITY pipelines have for many years occupied lands subject to control of the TRIBE. The CITY has previously made payments to the TRIBE for certain pipelines on such lands. By Temporary Construction Easement, Temporary Laydown Area Easement and Consent to Survey for 36" Water Pipeline (May 28, 2009 – the "Temporary Agreement"), the CITY removed a pipeline and constructed a new 36" diameter pipeline in the Easement Area. The Temporary Easement, in addition to other provisions, provided for a final easement agreement following the implementation of the Temporary Agreement. This Easement Agreement constitutes the TRIBE's grant of easement rights to the CITY for the pipelines in the Easement Area, as more specifically described and shown in Exhibits B, B-2, C and C-2 to this Easement Agreement. Upon approval and execution by the Parties and approval





and endorsement hereon by the Bureau of Indian Affairs ("BIA"), the CITY shall within thirty (30) days of BIA approval pay to the TRIBE Four Hundred Seventy-Three Thousand Two Hundred Seventeen Dollars (\$473,217.00) ("Easement Payment"); provided, however, that the CITY shall deduct from the Easement Payment a connection charge of One Hundred Forty-Seven Thousand Six Hundred Twenty-Four Dollars (\$147,624.00) invoiced by the CITY to the TRIBE's Swinomish Casino and Lodge. The Easement Payment, together with the conditions and obligations set forth in this Agreement (including without limitation the renewal terms under Agreement Section 17.2), constitute just and fair compensation for this Easement Agreement.

**2.4 Parties Include Authorized Representatives.** Reference to the CITY or TRIBE in this Agreement shall include any authorized contractor, agent or representative of such Party.

### **3. EASEMENT AREA USES AND ACCESS.**

**3.1 General.** The CITY shall have the right to use the Easement Area to survey, construct, install, operate, test, maintain, repair, reconstruct, replace, improve and remove, at the CITY's sole cost and expense, the pipelines owned and/or operated by the CITY only and solely for the purpose of distribution of water. The CITY shall have the right of access to the Easement Area to enable the CITY to exercise its rights hereunder.

**3.2 Trees Inside Easement Area.** The CITY shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. The CITY shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give the TRIBE prior notice that such trees will be cut, trimmed, removed or disposed of (except that the CITY shall have no obligation to identify such trees or give the TRIBE such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). The CITY shall obtain any necessary approvals from the TRIBE prior to removing any trees. The CITY shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

**3.3 Trees Outside Easement Area.** The CITY shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in the CITY's sole judgment, interfere with or create a hazard to the CITY's waterline systems. The CITY shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give the TRIBE prior notice that such trees will be cut, trimmed, removed or disposed of (except that the CITY shall have no obligation to identify such trees or give the TRIBE such prior notice when trees are cut,





trimmed, removed or otherwise disposed of in response to emergency conditions). The CITY shall obtain any necessary approvals from the TRIBE prior to removing any trees. The TRIBE shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by the CITY.

**3.4 Construction Performance.** The CITY shall survey, construct, install, operate, test, maintain, repair, reconstruct, replace, improve and remove the pipelines in a workmanlike manner. The pipelines and any supporting facilities or appurtenances installed and/or constructed shall conform in all respects to applicable codes.

**3.5 Permits.** Before beginning any construction work, the CITY shall obtain all necessary permits, including all Tribal permits, in connection with the survey, construction, installation, operation, testing, maintenance, repair, replacement, improvement and removal of the pipelines (including any clearing or maintenance described in Agreement Sections 3.2 or 3.3) and shall comply with any and all conditions of said permits, and applicable site plans associated with approved Tribal permits, in addition to all other applicable Federal, Tribal and State laws. The CITY must comply with all directives from the Swinomish Tribal Office of Planning and Community Development. Unless otherwise set forth in Tribal permits and/or plans approved by the TRIBE, the CITY shall not cut or remove any road surface without the prior written consent of the TRIBE.

**3.6 Work Boundaries.** Before beginning any construction work, the CITY shall flag or otherwise delineate the boundaries of the applicable portion of the Easement Area granted by this Agreement. The CITY shall conduct all activity undertaken pursuant to this Agreement only within the boundaries of the Easement Area, except for any necessary access across the Property. The CITY will build and maintain at its sole expense such necessary and suitable temporary road crossings for work on the pipelines. Trucks and other equipment utilized by the CITY shall not be driven, parked or moved on paved parking areas of the TRIBE's Swinomish Casino and Lodge complex on or adjacent to the Property.

**3.7 Coordination of Work With Tribe.** The CITY shall comply with reasonable scheduling time and location limitations as provided to the CITY by the TRIBE in order to minimize disruption of the TRIBE's economic development activities in the vicinity of the Easement Area.

**3.8 Soil Conservation.** The CITY shall take soil and resource conservation and protection measures, including weed control, within the Easement Area.





**3.9 Fire Control.** The CITY will act reasonably with available CITY resources to prevent and suppress fires on the Property near the Easement Area. Provided, this Agreement Section 3.9 does not give rise to a general or special duty of CITY to respond to calls for fire or emergency services on the Property.

**3.10 Site Restoration.** Upon the completion of use or actions authorized by this Agreement, the CITY agrees to restore the Easement Area (or Property when used for access) as nearly as is possible to the condition prior to commencement of use or actions of survey, construction, installation, operation, testing, maintenance, repair, reconstruction, replacement, improvement or removal to the extent compatible with the Agreement purpose; to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the survey, construction, installation, operation, testing, maintenance, repair, reconstruction, replacement, improvement or removal of the pipelines; and, to repair such roads, sidewalks, fences, culverts, utility lines and any and all other improvements as may be destroyed or injured by construction work.

**3.11 Emergencies.** Notwithstanding the provisions of this Agreement Section 3, the CITY may act in the Easement Area and on the Property in the event of an emergency to work on the pipelines (or to protect the pipelines) without prior notice or approval of TRIBE; provided, however, the CITY shall give notice to TRIBE as soon as feasible, but in no event more than twenty-four (24) hours after commencement of work. Work by CITY in an emergency shall not relieve the CITY of its obligations under this Agreement, including but not limited to Agreement Section 3.10 and Sections 7 through 9.

#### **4. TRIBE'S USE OF EASEMENT AREA.**

**4.1 Multiple Uses Authorized.** The TRIBE reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted and the CITY agrees to not interfere with the use of the Easement Area by or under the authority of the TRIBE for any purpose not inconsistent with the primary purpose for which the Easement is granted by this Agreement. The TRIBE's use of the Easement Area may include, but is not limited to, use for an existing or future Tribal or Bureau of Indian Affairs roadway and for the installation, operation and transmission of utility services by the TRIBE and/or by third parties, including water, sewer, electric, natural gas, television, telephone, fiber optic and data, provided that all such uses shall not interfere with the CITY'S pipelines as authorized by this Agreement.

**4.2 Conflicting Uses Prohibited.** The pipelines are essential for the public health, welfare and safety of the Parties and others. Any use (such as permanent structures) that interferes with the pipelines, or interferes with the access or the authority





of the CITY under this Agreement for survey, construction, installation, operation, testing, maintenance, repair, replacement, improvement and removal of the pipelines shall be prohibited unless agreed by the Parties in writing.

**5. TRIBAL LAW.** The CITY shall comply with the laws of the TRIBE when taking action pursuant to this Agreement that occurs upon or affects the Easement Area or Tribal Property, including but not limited to the Swinomish Tribal Employment Rights Ordinance, STC Title 14, and the Swinomish Tribal Employment Rights Ordinance Tax, STC Title 17, Chapter 5.

**6. TRIBAL APPROVAL REQUIRED FOR CHANGES.** In the event that, after execution of this Agreement, the CITY seeks to make any changes in the location, size and extent of any of the pipelines and/or any related structures or equipment, then the CITY must provide the TRIBE with such requested changes and must negotiate an amended Easement Agreement with the TRIBE.

**7. CITY RESPONSIBILITY FOR DAMAGES.** The CITY shall pay promptly all compensation for damages determined by a court of competent jurisdiction in a final judgment to be due the TRIBE and any occupants or authorized users of the Easement Area for loss of life, personal injury and property damage to the extent caused by wrongful actions or failures to act of or attributable to the CITY in the survey, construction, installation, operation, testing, maintenance, repair, reconstruction, replacement, improvement or removal of the pipelines or the occupancy or use of the Easement Area or Tribal Property by the CITY.

**8. INDEMNIFICATION.** The CITY agrees to indemnify, defend and hold harmless the United States, the TRIBE, the occupants and authorized users of the Easement Area or Tribal Property against any liability for loss of life, personal injury and property damage to the extent caused by the wrongful actions or failures to act of or attributable to the CITY in the survey, construction, installation, operation, testing, maintenance, repair, reconstruction, replacement, improvement or removal of the pipelines or the occupancy or use of Easement Area or Tribal Property by the CITY, its contractors, subcontractors and their respective employees and agents; provided, however, that nothing herein shall require the CITY to indemnify, defend, and hold the TRIBE and authorized users harmless for any such liability attributable to the negligence of the TRIBE.

**9. CULTURAL RESOURCES.** The CITY agrees that under this Easement Agreement, if any historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with the pipelines within the Easement Area, all activity in the immediate





vicinity of the properties, resources, remains, or items will cease immediately and totally and the CITY will immediately contact the TRIBE to determine how to proceed and the appropriate disposition of resources, remains, or other items encountered.

**10. ABANDONMENT.** If the CITY ceases to use the Easement Area for a period of two (2) years after this Agreement's Effective Date, this Agreement shall terminate and all rights hereunder shall revert to or otherwise become the property of the TRIBE. For purposes of this Agreement Section 10, abandonment or non-use of the Easement Area does not include periods of non-use caused by repair or replacement of pipelines, including periods necessary for planning and permitting in relation to any repair or replacement of pipelines.

**11. TRIBAL SOVEREIGNTY.** This Agreement shall in no manner diminish, affect or limit any aspect of the TRIBE's jurisdiction, dominion or control, whether civil, criminal, regulatory, adjudicatory, licensing, taxation or otherwise, over the real property on which the Easement Area is located, or over anyone or anything thereon or therein, or any activities taking place on, over or under the Easement Area herein granted, without regard to whether the person or entity being regulated is a Tribal member, other Native American or non-Indian person or entity. This provision is an essential and indivisible part of this Agreement; should this provision, at the request of the CITY, any agent, officer, official or employee of the CITY, or any person or entity acting in concert with the CITY, be struck down, ruled unenforceable or ineffective, or in any manner limited, this agreement shall be void and the rights granted by this agreement shall terminate on the last day of the thirty-sixth (36<sup>th</sup>) month following entry of such final ruling or order.

**12. LIMITED WAIVER OF SOVEREIGN IMMUNITY.**

**12.1 Immunity Preserved.** Under this Agreement, the TRIBE does not waive, limit or modify its sovereign immunity from unconsented suit except as specifically provided in this Section 12.

**12.2 Limited Waiver of Immunity.** The TRIBE consents to submission of disputes concerning the making, formation, validity, obligations under or breach of this Agreement and alleging a breach of one or more of the specific obligations, duties, covenants or warranties expressly assumed or made by the TRIBE in this Agreement, to a lawsuit only for any such alleged breach in the Federal District Court for the Western District of Washington, but not a lawsuit or proceeding in any other court, tribunal, forum or jurisdiction. This limited waiver is applicable solely to claims by the CITY, and not by any other person, corporation, partnership, governmental body or entity whatsoever, and is applicable only to disputes alleging a breach of one or more of the





specific obligations, duties, covenants or warranties expressly assumed or made by the TRIBE in this Agreement. This limited waiver authorizes relief compelling the TRIBE to take action expressly required by this Agreement, compelling the TRIBE to discontinue action expressly prohibited by this Agreement, and/or awarding money damages against the TRIBE for breach of this Agreement.

**13. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of successors and assigns of both Parties.

**14. COMMUNICATIONS.** The CITY will at all times keep the TRIBE and the Secretary of the United States Department of the Interior informed of its address.

**15. WATER SUPPLY TO THE TRIBE.**

**15.1 Water Supply to The Reservation.** The CITY, including its Public Works Department, will not provide any water service to users or property located within the Swinomish Indian Reservation without the prior written approval of the TRIBE pursuant to a resolution of the Swinomish Indian Senate.

**15.2 Water Supply Agreement Maintained.** Notwithstanding the foregoing, the current Water Supply Agreement between the CITY and the TRIBE remains in full force and effect. This Easement Agreement does not modify the Water Supply Agreement, including but not limited to the TRIBE's payment of rates and charges.

**15.3 Water Supply Commitment.**

**15.3.1** The CITY operates its Water Utility for the purpose of delivering an adequate supply of good quality water to all of its customers. The CITY agrees to maintain and to operate its Water Utility so as to meet the volumes contracted for by the TRIBE and to supply additional volumes as may be required by the TRIBE in the future, consistent with this Agreement Section 15, including the Memorandum of Agreement referenced in this Agreement Section 15.3.

**15.3.2** The TRIBE and CITY are parties, with others, to a Memorandum of Agreement Regarding Utilization of Skagit River Basin Water Resources for Instream and Out of Stream Purposes (December 1996; the "MOA"). The MOA provides in part for recognition of certain CITY water rights, including 54.94 million gallons per day ("mgd"), and the TRIBE's agreement to not challenge CITY water rights identified in the MOA. The term of the MOA extends to December 2045. In furtherance of the CITY's water supply commitment in the MOA, the CITY and TRIBE





agree that the CITY will provide the TRIBE for non-discriminatory use by all residents within the Swinomish Indian Reservation, a quantity of water up to three (3) mgd (the "water supply commitment"). The water supply commitment shall be subject to the same terms as the MOA, and the present Water Supply Agreement between the CITY and TRIBE, as may be amended.

15.3.3 This Agreement Section 15 is an essential and indivisible part of this Agreement. This Agreement shall immediately terminate and be void, upon any of the following: the CITY's breach or refusal to comply with this Section 15; adoption of a CITY Ordinance (or other collective action by both mayor and CITY council) to repudiate this Section; or, action to invalidate, strike down, sever or make ineffective this Section 15 by a third party, such third party supported by the CITY acting by CITY Ordinance (or by other collective action by both mayor and CITY council).

15.3.4 Notwithstanding any provision of this Agreement, the MOA remains in full force and effect between the CITY and the TRIBE.

## **16. COMPLETE AGREEMENT AND CONSTRUCTION.**

**16.1 Complete Agreement.** This Agreement contains the complete statement of the understanding of the Parties with respect to the subject matter of this Agreement. There are no other representations, agreements, or understandings, oral or written, by the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. Each Party acknowledges and represents to the other Party that it is executing this Agreement solely in reliance upon its own judgment and knowledge and that it is not executing this Agreement based upon the representation or covenant of the other Party, or anyone acting on such Party's behalf, except as expressly stated herein. Any modifications or amendments to this Agreement shall be approved in writing by both Parties.

**16.2 Construction.** This Agreement has been freely and fairly negotiated by the Parties hereto and has been reviewed and discussed by legal counsel for each of the Parties, each of whom has had the full opportunity to modify the draftsmanship hereof and, therefore, the terms of the Agreement shall be construed and interpreted without any presumption or other rule requiring constructional interpretation against the Party causing the drafting of the Agreement.





**17. TERM – EFFECTIVE DATE – RENEWAL RIGHTS.**

**17.1 Initial Term.** This Agreement and easements granted by this Agreement shall be and remain in force for a period of fifty-five (55) years beginning on January 1, 2013, and expiring on December 31, 2067 (the “Initial Term”).

**17.2 Renewal Term.**

**17.2.1 Period of Renewal Term.** This Agreement may be renewed, at the option of the CITY, for one (1) additional period of thirty-two (32) years after the expiration of the Initial Term (the “Renewal Term”). Notice of renewal shall be given by CITY to TRIBE in writing no less than thirty-six (36) months prior to expiration of the Initial Term. The Renewal Term shall begin on January 1, 2068 and expire December 31, 2099. The Renewal Term is subject to and conditioned on the CITY payment to TRIBE of additional consideration for the Renewal Term, determined as follows.

**17.2.2 Valuation of Easement for Renewal Term.**

A. The CITY shall procure an appraisal of the Easement Area for the CITY pipelines for the Renewal Term by an appraiser acceptable to the TRIBE; provide a copy of the appraisal to the TRIBE; and, meet with TRIBE to negotiate the additional consideration of the Renewal Term.

B. In the event the CITY and TRIBE cannot agree on the amount to be paid by CITY to TRIBE for the Renewal Term, the TRIBE will procure a separate appraisal; and, provide a copy of the appraisal to the CITY. If the Parties cannot agree after consideration of the TRIBE’s appraisal, the Parties shall select a third appraiser.

C. The third appraiser shall consider the CITY’s appraisal and the TRIBE’s appraisal, at a hearing with the Parties to be conducted by the third appraiser. The decision of the third appraiser on the additional consideration for the Renewal Term shall be final and binding on the Parties.

D. Should the Parties be unable to select the third appraiser, the appraiser shall be selected by the Chief Judge of the United States District Court for the Western District of Washington, upon application by either Party.





E. Each Party shall bear its own costs, appraiser, attorney and other fees and expenses relating to the valuation of the easement for the renewal term; and, the Parties shall each pay one-half (1/2) of the third appraiser's fees and costs.

**17.3 New Easement.** Upon written notice by CITY to TRIBE given no later than December 31, 2094, the TRIBE and CITY shall commence negotiations of a new or amended Easement Agreement. This Agreement Section 17.3 shall not constitute a commitment of either Party to agree to a new or amended Easement Agreement.

**17.4 Effective Date.** This Agreement shall be in force following approval by the Bureau of Indian Affairs, as shown below. This Agreement shall take effect (the "Effective Date") on January 1, 2013.

**17.5 Execution Date.** For reference, this Agreement is dated this 11<sup>th</sup> day of ~~January~~, 2013.

**SWINOMISH INDIAN TRIBAL COMMUNITY:**

By: Brian Cladoosby  
Name: Brian Cladoosby  
Title: Chairman, Swinomish Indian Senate

**CITY OF ANACORTES**

By: Dean Maxwell  
Name: Dean Maxwell  
Title: Mayor, City of Anacortes





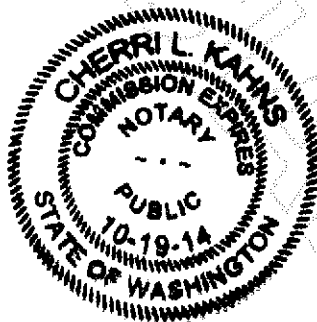
## ACKNOWLEDGMENT

STATE OF WASHINGTON

SS.

COUNTY OF SKAGIT

BEFORE ME, a Notary Public, in and for said County and State, on this 11<sup>th</sup> day of February, 2013, personally appeared Dean Maxwell, and who acknowledged that he is and was at the time of signing the same Mayor of the City of Anacortes; and he personally acknowledged to me that he executed the foregoing as his free and voluntary act of such CITY for the uses and purposes set forth in the foregoing.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of

Washington, residing at Mound Vernon

My appointment expires 10-19-14





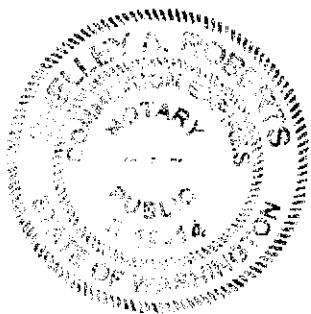
## ACKNOWLEDGMENT

STATE OF WASHINGTON

SS.

COUNTY OF SKAGIT

BEFORE ME, a Notary Public, in and for said County and State, on this 8<sup>th</sup> day of January 2013, personally appeared Brian Cladoosby, and who acknowledged that he is and was at the time of signing the Chairman of the Swinomish Tribal Senate; and he personally acknowledged to me that he executed the foregoing as his free and voluntary act of such TRIBE for the uses and purposes set forth in the foregoing.



Shelley A. Roberts  
(Signature of Notary)

Shelley A. Roberts  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of  
Washington, residing at Burlington  
My appointment expires 12-19-14





**UNITED STATES OF AMERICA**

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

Name: Judy Joseph

Title: Superintendent, Puget Sound Agency  
Bureau of Indian Affairs  
U.S. Department of the Interior

This within easement is hereby approved and declared to be made in accordance with the law and the rules and regulations prescribed by the Secretary of the Interior thereunder, and now in force, effective FEB 20 2013.

**Approved** pursuant to DM 8, 230 DM 1,3 IAM 4, 4A

**Date approved:** \_\_\_\_\_

2/20/13





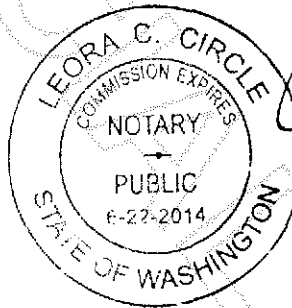
## ACKNOWLEDGMENT

STATE OF WASHINGTON

SS.

COUNTY OF SNOHOMISH

BEFORE ME, a Notary Public, in and for said County and State, on this 20TH day of FEBRUARY 2013, personally appeared Judy Joseph, and who acknowledged that she is and was at the time of signing the Superintendent of the Puget Sound Agency; and she personally acknowledged to me that she executed the foregoing as her free and voluntary act of such TRIBE for the uses and purposes set forth in the foregoing.



Leora C. Circle  
(Signature of Notary)

LEORA C. CIRCLE  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of  
Washington, residing at EVERETT, WA  
My appointment expires 6/22/2014





## EXHIBIT "A"

### LEGAL DESCRIPTION OF AFFECTED PARCELS

#### Tract T1016:

Those portions of the filled tidelands of Padilla Bay and of Old Slough and Big Slough in Sections 2 and 11, Township 34 North, Range 2 East, Willamette Meridian, in Skagit County Washington, the whole being more particularly described as follows; Beginning at the intersection of the present west line of ordinary high tide of the Swinomish Channel with the easterly line of Government Lot 5 in said Section 2 according to the Bureau of Land Management Dependent Resurvey of said Township and Range;

Thence northerly along said line of ordinary high tide to its intersection with the southerly right of way line of the Great Northern Railway Company, Thence northwesterly along said southerly right of way line to its intersection with the present line of ordinary high tide, said line being the west edge of the filled tidelands of Padilla Bay;

Thence southerly along said line of ordinary high tide to an angle point in said line where the ordinary high tide line angles to the west and follows the northerly edge of the filled tideland of Padilla Bay near the mouth of Big Slough;

Thence westerly along said northerly edge of the filled tidelands of Padilla Bay along the line of ordinary high tide, and along its westerly extension to its intersection with the east line of Government Lot 7 in said Section 2;

Thence southerly along said easterly line of Government Lot 7 to its intersection with the north line of Tract 38 as shown on said Bureau of Land Management Dependent Resurvey;

Thence southeasterly along the north line of said Tract 38 to its intersection with the northwesterly line of Government Lot 4 in said Section 11;

Thence northerly along the westerly line of said Government Lot 4 and along the westerly line of Government Lot 4 in said Section 2 to the northwesterly angle point in said Government Lot 4;

Thence northeasterly and southeasterly along the northerly line and the easterly line of said Government Lot 4 in said Section 2 to the most easterly angle point in said Government Lot 4;

Thence southwesterly along the easterly line of said Government Lot 4 in said Section 2 and along the easterly line of Government Lot 4 in said Section 11 to the intersection with the northerly line of Tract 39 as shown in said Bureau of Land Management Dependent Resurvey;

Thence southeasterly along said northeasterly line to its intersection with the southwesterly line of Government Lot 3 in said Section 11;

Thence northwesterly, northerly, northeasterly and southeasterly along the exteriors of said Government Lots 3 and 5 in said Section 2 to the intersection with the present west line of ordinary high tide of the Swinomish Channel and the point of beginning;

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EXCEPT right of way for SR20 and March Point County Road.

And except that portion described as follows: "B 1"

Commencing at the Southwest corner of said Section 2;

Thence North 2°03'57" East along the west line of said Section 2 a distance of 932.93 feet;

Thence South 87°56'03" East 1,323.69 feet to a point on the northerly margin of the March Point Road (old SR-536);

Thence North 16°36'59" East 280.12 feet to the TRUE POINT OF BEGINNING;

Thence North 16°36'59" East, 278.62 feet;

Thence South 75°05'54" East, 838.15 feet;

Thence South 14°54'06" West 278.50 feet;

Thence North 75°05'54" West 846.48 feet to the TRUE POINT OF BEGINNING.

And except that portion described as follows: "B 1"

Commencing at the Southwest corner of said Section 2;

Thence North 2°03'57" East along the West line of said Section 2 a distance of 932.93 feet;

Thence South 87°56'03" East 1,323.69 feet to a point on the Northerly margin of the March Point Road (old SR-536);

Thence North 16°36'59" East 558.74 feet to the TRUE POINT OF BEGINNING;

Thence North 16°36'59" East 104.05 feet;

Thence South 75°05'54" East 835.03 feet;

Thence South 14°54'06" West 104.00 feet;

Thence North 75°05'54" West 838.15 feet to the TRUE POINT OF BEGINNING.

And except that portion described as follows: "B 2"

Commencing at the Southwest corner of said Section 2;

Thence North 2°03'57" East along the West line of said Section 2 a distance of 932.93 feet;

Thence South 87°56'03" East 1,323.69 feet to a point on the Northerly margin of the March Point Road (old SR-536), said point being the TRUE POINT OF BEGINNING;

Thence North 16°36'59" East 210.09 feet;

Thence South 75°05'54" East 488.46 feet;

Thence South 15°00'38" West 265.60 feet to the intersection with the Northerly margin of March Point Road (old SR-536), said intersection being on a curve to the right having a radius point bearing North 22°19'09" East a distance of 6,024.80 feet;

Thence along the arc of said curve to the right in a Northwesterly direction through a central angle of 0°14'19" an arc distance of 25.09 feet;

Thence South 22°33'28" East 20.00 feet to a point on a curve to the right having a radius point bearing North 22°33'28" East a distance of 6,044.80 feet;

Thence along the arc of said curve to the right in a Northwesterly direction through a central angle of 1°19'37" an arc distance of 140.00 feet;

Thence North 66°05'55" West 332.27 feet to the TRUE POINT OF BEGINNING.

And except that portion described as follows: "Right of Way"

Commencing at the Southwest corner of said Section 2;

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Thence North 2°03'57" East along the West line of said Section 2 a distance of 932.93 feet,  
 Thence South 87°56'03" East 1,323.69 feet to a point on the Northerly margin of the March Point Road (old SR-536);  
 Thence North 16°36'59" West 280.12 feet to the TRUE POINT OF BEGINNING,  
 Thence South 75°05'54" East 846.48 feet;  
 Thence South 15°00'38" West 332.47 feet to the intersection with the Westerly line of Government Lot 5;  
 Thence South 59°55'17" West along said Westerly line 51.50 feet to the intersection with the Northerly margin of March Point Road (old SR-536), said intersection being on a curve to the right having a radius point bearing North 19°13'32" East a distance of 6024.80 feet;  
 Thence along the arc of said curve to the right in a Northwesterly direction through a central angle of 0°45'39" an arc distance of 80.00 feet;  
 Thence North 41°32'11" East 148.02 feet;  
 Thence North 15°00'38" East 180.00 feet;  
 Thence North 75°05'54" West 797.88 feet;  
 Thence North 16°36'59" West 50.02 feet to the TRUE POINT OF BEGINNING.  
 Together with a 60 foot wide right of way for ingress, egress and utilities from March Point County Road to the southerly line of parcels B1 and B2 above, the location of which to be determined by mutual agreement between the owners of the respective properties.

EXCEPT the following:

All uplands and tidelands of the second class within the following described Parcels A, B, C, and D:

Parcel A: Commencing at the west quarter corner of section 2, Township 34 North, Range 2 East: thence south 02°00'49" west along the west line of said section 1215.277 feet; thence south 55°22'04" east 1195.27 feet to a point on the arc of a curve to the left, the center of which bears north 34°37'54" east 4000 feet; thence southeasterly along said arc 613.72 feet; thence north 25°50'29" east 151.29 feet to the true point of beginning; thence north 25°50'29" east 41.97 feet; thence south 76°33'00" east 174.91 feet to a point on the arc of a curve to the right, the center of which bears south 13°27'00" west 2000 feet; thence southeasterly along said arc 27.58 feet; thence south 16°10'00" east 83.10 feet to a point on the arc of a curve to the right, the center of which bears north 19°55'03" east 11,569 feet; thence northwesterly along said arc 254.51 feet to the true point of beginning, containing .29 acre, more or less.

Parcel B: Commencing at the west quarter corner of section 2, Township 34 North, Range 2 East; thence south 02°00'49" west along the west line of said section 1215.277 feet; thence south 55°22'04" east 1195.27 feet to a point on the arc of a curve to the left, the center of which bears north 34°37'54" east 4000 feet; thence southeasterly along said arc 1007.72 feet; thence north 16°10'00" west 209.11 feet to the true point of beginning; thence north 16°10'00" west 83.10 feet to a point on the arc of a curve to the right, the center of which bears south 14°14'24" west 2000 feet; thence southeasterly along said arc 77.14 feet; thence south 73°33'00" east 302.08 feet; thence south 20°20'00" east 110.88

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feet to a point on the arc of a curve to the right, the center of which bears north 17°55'50" east 11,569 feet; thence northwesterly along said arc 401.19 feet to the true point of beginning, containing .72 acre, more or less.

Parcel C: Commencing at the west quarter corner of section 2, Township 34 North, Range 2 East; thence south 02°00'49" west along the west line of said section 1215.277 feet; thence south 55°22'04" east 1195.27 feet to a point on the arc of a curve to the left, the center of which bears north 34°37'54" east 4000 feet; thence southeasterly along said arc 1419.07 feet; thence north 20°20'00" west 205.48 feet to the true point of beginning; thence north 20°20'00" west 110.88 feet; thence south 73°33'00" east 104.39 feet to a point on the arc of a curve to the left, the center of which bears north 89°50'54" east 70 feet; thence southeasterly along said arc 179.35 feet; thence south 73°33'00" east 257.56 feet; thence south 37°10'00" east 156.32 feet; thence north 73°32'14" west 259.22 feet to a point on the arc of a curve to the right, the center of which bears north 16°27'46" east 11,569 feet; thence northwesterly along said arc 296.38 feet to the true point of beginning, containing .99 acre, more or less, and

Parcel D: Commencing at the west quarter corner of section 2, Township 34 North, Range 2 East; thence south 02°00'49" west along the west line of said section 1215.277 feet; thence south 55°22'04" east 1917.36 feet; thence south 75°50'01" east 1330.03 feet; thence north 37°10'00" west 229.35 feet to the true point of beginning; thence north 37°10'00" west 156.32 feet; thence south 73°33'00" east 262.44 feet; thence south 26°57'00" west 94.33 feet; thence north 73°32'14" west 119.40 feet to the true point of beginning, containing .41 acre, more or less,

All in section 2, Township 34 North, Range 2 East, Willamette Meridian, Skagit County, Washington, containing an aggregate of 2.41 acres, more or less.

All containing 64.97 acres, more or less, after the above exceptions.

**Tract T100I:**

All uplands and tidelands of the second class within the following described Parcels A, B, C, and D:

Parcel A: Commencing at the west quarter corner of section 2, Township 34 North, Range 2 East; thence south 02°00'49" west along the west line of said section 1215.277 feet; thence south 55°22'04" east 1195.27 feet to a point on the arc of a curve to the left, the center of which bears north 34°37'54" east 4000 feet; thence southeasterly along said arc 613.72 feet; thence north 25°50'29" east 151.29 feet to the true point of beginning; thence north 25°50'29" east 41.97 feet; thence south 76°33'00" east 174.91 feet to a point on the arc of a curve to the right, the center of which bears south 13°27'00" west 2000 feet; thence southeasterly along said arc 27.58 feet; thence south 16°10'00" east 83.10 feet to a point on the arc of a curve to the right, the center of which bears north 16°55'03" east 11,569 feet; thence northwesterly along said arc 254.51 feet to the true point of beginning, containing .29 acre, more or less.

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Parcel B: Commencing at the west quarter corner of section 2, Township 34 North, Range 2 East; thence south 02°00'49" west along the west line of said section 1215.277 feet; thence south 55°22'04" east 1196.27 feet to a point on the arc of a curve to the left, the center of which bears north 34°37'54" east 4000 feet; thence southeasterly along said arc 1007.72 feet; thence north 16°10'00" west 208.11 feet to the true point of beginning; thence north 16°10'00" west 83.10 feet to a point on the arc of a curve to the right, the center of which bears south 14°14'24" west 2000 feet; thence southeasterly along said arc 77.14 feet; thence south 73°33'00" east 302.08 feet; thence south 20°20'00" east 110.88 feet to a point on the arc of a curve to the right, the center of which bears north 17°55'50" east 11.536 feet; thence northwesterly along said arc 401.19 feet to the true point of beginning, containing .72 acre, more or less.

Parcel C: Commencing at the west quarter corner of section 2, Township 34 North, Range 2 East; thence south 02°00'49" west along the west line of said section 1215.277 feet; thence south 55°22'04" east 1195.27 feet to a point on the arc of a curve to the left, the center of which bears north 34°37'54" east 4000 feet; thence southeasterly along said arc 1419.07 feet; thence north 20°20'00" west 205.48 feet to the true point of beginning; thence north 20°20'00" west 110.88 feet; thence south 73°33'00" east 104.39 feet to a point on the arc of a curve to the left, the center of which bears north 89°50'54" east 70 feet; thence southeasterly along said arc 179.35 feet; thence south 73°33'00" east 257.56 feet; thence south 37°10'00" east 156.32 feet; thence north 73°32'14" west 259.22 feet to a point on the arc of a curve to the right, the center of which bears north 16°27'46" east 11.569 feet; thence northwesterly along said arc 296.38 feet to the true point of beginning, containing .99 acre, more or less, and

Parcel D: Commencing at the west quarter corner of section 2, Township 34 North, Range 2 East; thence south 02°00'49" west along the west line of said section 1215.277 feet; thence south 55°22'04" east 1917.36 feet; thence south 75°50'01" east 1330 feet; thence north 37°10'00" west 229.35 feet to the true point of beginning; thence north 37°10'00" west 156.32 feet; thence south 73°33'00" east 262.44 feet; thence south 26°57'00" west 94.33 feet; thence north 73°32'14" west 119.40 feet to the true point of beginning, containing .41 acre, more or less,

all in section 2, Township 34 North, Range 2 East, Willamette Meridian, Skagit County, Washington, containing an aggregate of 2.41 acres, more or less.

**Allotment T2:**

Lot 7, Lot 8 & Tract 37,  
EXCEPT parcels A & B within Lot 7, containing 1.20 acres, more or less, conveyed to the State of Washington by deed approved 6/16/1971, Doc. NO. 122-288,  
Containing 15.69 acres, more or less.

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**T1020 Legal Description:**

**PARCEL "B":**

Government Lots 4 and 5 of Section 2, Township 34 North, Range 2 East, W.M., EXCEPT those portions thereof conveyed to Skagit County for road purposes by deeds recorded under Auditor's File Nos. 27083, 168349, and 295588, AND EXCEPT those portions thereof condemned by the State of Washington for highway purposes in Skagit County Superior Court Cause Nos. 26128 and 31913.;

**Road Right-of-Way Within Allotment 1:**

Portions of the easement described in Exhibit "B", and depicted graphically in Exhibit "C" of this document, lying within the road Right of Way granted to the Swinomish Indian Tribal Community under Auditor's File No. 200707160174, and allowed under the Act of February 5, 1948 (Sta. 25 U.S.C. 323-328).

**Road Right-of-Way - Casino Drive:**

Portions of the easement described in Exhibit "B" and depicted graphically in Exhibit "C" of this document, lying within the Casino Drive Right of Way, deeded and transferred to USA in Trust for the Swinomish Indian Tribal Community, under Auditor's File Number 200707160175, and portions of the Casino Drive Right of Way, deeded to the Swinomish Indian Tribal Community under Auditor's File Number 200707160176.

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**EXHIBIT "B"**  
**WATERLINE EASEMENT**

**EASEMENT AREA #1:**

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, SKAGIT COUNTY, WASHINGTON;  
THENCE NORTH 02°04'04" EAST, ALONG THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 2045.63 FEET TO ITS INTERSECTION WITH AN EXISTING 36-INCH WATERMAIN, SAID POINT ALSO BEING THE POINT OF BEGINNING OF A 40.00 FOOT WIDE WATERLINE EASEMENT, HAVING 20.00 FEET OF SUCH WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;  
THENCE SOUTH 35°56'33" EAST, ALONG SAID EXISTING WATERMAIN, A DISTANCE OF 737.25 FEET;  
THENCE SOUTH 42°10'39" EAST, ALONG SAID EXISTING WATERMAIN, A DISTANCE OF 206.93 FEET;  
THENCE SOUTH 38°32'24" EAST, ALONG SAID EXISTING WATERMAIN, A DISTANCE OF 268.67 FEET;  
THENCE SOUTH 58°30'37" EAST, ALONG SAID EXISTING WATERMAIN, A DISTANCE OF 167.23 FEET;  
THENCE SOUTH 62°31'38" EAST, ALONG SAID EXISTING WATERMAIN, A DISTANCE OF 123.36 FEET;  
THENCE SOUTH 66°29'29" EAST, ALONG SAID EXISTING WATERMAIN, A DISTANCE OF 272.58 FEET;  
THENCE SOUTH 67°44'13" EAST, ALONG SAID EXISTING WATERMAIN, A DISTANCE OF 388.83 FEET;  
THENCE SOUTH 70°01'46" EAST, ALONG SAID EXISTING WATERMAIN, A DISTANCE OF 401.82 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";  
THENCE CONTINUING SOUTH 70°01'46" EAST, ALONG SAID EXISTING WATERMAIN, A DISTANCE OF 18.70 FEET;  
THENCE SOUTH 22°10'33" EAST, A DISTANCE OF 61.22 FEET TO A POINT ON THE SOUTH LINE OF THE SKAGIT COUNTY ROAD RIGHT-OF-WAY, SAID POINT BEING HEREINAFTER REFERRED TO AS POINT "B";  
THENCE CONTINUING SOUTH 22°10'33" EAST, A DISTANCE OF 193.39 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE 20, ACCORDING TO WASHINGTON STATE HIGHWAY COMMISSION PLAN ENTITLED "SR 20 MP 10.25 TO MP 14.91 MARCH POINT RD. TO FREDONIA, SKAGIT COUNTY, DATED APRIL 3, 1969;  
THENCE CONTINUING SOUTH 22°10'33" EAST, A DISTANCE OF 232.31 FEET;  
THENCE SOUTH 21°11'27" WEST, A DISTANCE OF 17.40 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROUTE 20, AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID EASEMENT PORTION SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE AT THE WEST LINE OF SAID SECTION 2, AND THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE 20.

SAID EASEMENT PORTION CONTAINS 123,586 SQUARE FEET, OR 2.84 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH;

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**EASEMENT AREA #2:**

COMMENCING AT A POINT HEREINABOVE REFERRED TO AS POINT "A";  
THENCE NORTH 18°56'43" EAST, 20.00 FEET TO THE POINT OF BEGINNING OF A 20.00  
FOOT WIDE WATERLINE EASEMENT, HAVING 10.00 FEET OF SUCH WIDTH ON EACH  
SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;  
THENCE CONTINUING NORTH 18°56'43" EAST, 43.25 FEET TO THE NORTHERLY RIGHT-  
OF-WAY LINE OF SOUTH MARCH POINT ROAD (CASINO DRIVE);  
THENCE CONTINUING NORTH 18°56'43" EAST, 323.79 FEET TO THE TERMINUS OF SAID  
CENTERLINE;  
THE SIDELINES OF SAID EASEMENT PORTION SHALL BE LENGTHENED OR SHORTENED  
SO AS TO TERMINATE AT THE NORTHERLY LINE OF ABOVE DESCRIBED EASEMENT  
AREA #1.  
SAID EASEMENT PORTION CONTAINS 7,341 SQUARE FEET, OR 0.17 ACRES OF LAND,  
MORE OR LESS.

TOGETHER WITH;

**EASEMENT AREA #3:**

COMMENCING AT A POINT HEREINABOVE REFERRED TO AS POINT "B";  
THENCE SOUTH 22°34'10" EAST, A DISTANCE OF 31.20 FEET TO ITS INTERSECTION  
WITH AN EXISTING 24-INCH WATERMAIN, SAID INTERSECTION ALSO BEING THE POINT  
OF BEGINNING OF A 40.00 FOOT WIDE WATERLINE EASEMENT, HAVING 20.00 FEET OF  
SUCH WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;  
THENCE SOUTH 70°20'04" EAST, A DISTANCE OF 1154 FEET, MORE OR LESS TO THE  
CENTERLINE OF THE SWINOMISH SLOUGH AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID EASEMENT PORTION SHALL BE LENGTHENED OR SHORTENED  
SO AS TO TERMINATE AT THE EASTERLY LINE OF THE ABOVE DESCRIBED EASEMENT  
AREA #1.

SAID EASEMENT PORTION CONTAINS 45,098 SQUARE FEET, OR 1.04 ACRES OF LAND,  
MORE OR LESS.

TOGETHER WITH;

**EASEMENT AREA #4:**

COMMENCING AT A POINT HEREINABOVE REFERRED TO AS POINT "B";  
THENCE SOUTH 22°10'33" EAST, A DISTANCE OF 193.39 FEET TO AN INTERSECTION  
WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE 20, ACCORDING TO  
WASHINGTON STATE HIGHWAY COMMISSION PLAN ENTITLED "SR 20 MP 10.25 TO MP  
14.91 MARCH POINT RD. TO FREDONIA, SKAGIT COUNTY, DATED APRIL 3, 1969;  
THENCE CONTINUING SOUTH 22°10'33" EAST, A DISTANCE OF 232.31 FEET;  
THENCE SOUTH 21°11'27" WEST, A DISTANCE OF 17.40 FEET TO AN INTERSECTION  
WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROUTE 20;  
THENCE NORTH 74°59'39" WEST, 4.34 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-  
WAY LINE OF SAID STATE ROUTE 20, SAID POINT ALSO BEING THE POINT OF  
BEGINNING OF A 50.00 FOOT WIDE WATERLINE EASEMENT, HAVING 25.00 FEET OF  
SUCH WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;  
THENCE SOUTH 14°10'29" WEST, 66.87 FEET TO THE BEGINNING OF A 4,166.86 FOOT  
RADIUS CURVE TO THE LEFT, AND TO WHICH BEGINNING A LINE FROM THE RADIUS  
POINT BEARS SOUTH 15°01'22" WEST;

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THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 62.26 FEET THROUGH  
A CENTRAL ANGLE OF 00°51'22" TO A POINT OF TANGENCY;  
THENCE SOUTH 75°50'00" EAST, 950 FEET, MORE OR LESS TO THE CENTERLINE OF THE  
SWINOMISH SLOUGH AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID EASEMENT PORTION SHALL BE LENGTHENED OR SHORTENED  
SO AS TO TERMINATE AT SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE 20.

SAID EASEMENT PORTION CONTAINS 53,956 SQUARE FEET, OR 1.24 ACRES OF LAND,  
MORE OR LESS.

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**EXHIBIT "B-2"**

**WATERLINE EASEMENT**

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, SKAGIT COUNTY, WASHINGTON; THENCE NORTH 02°04'04" EAST, ON THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 1165.17 FEET TO A POINT ON AN EXISTING 36-INCH WATERMAIN, SAID POINT ALSO BEING THE POINT OF BEGINNING OF A 40.00 FOOT WIDE WATERLINE EASEMENT, HAVING 20.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE SOUTH 89°55'04" EAST, ALONG SAID EXISTING WATERMAIN, A DISTANCE OF 34.66 FEET; THENCE NORTH 43°26'31" EAST, ALONG SAID EXISTING WATERMAIN, A DISTANCE OF 48.14 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING NORTH 43°26'31" EAST, ALONG SAID EXISTING WATERMAIN, A DISTANCE OF 403.94 FEET; THENCE NORTH 89°40'35" EAST, ALONG SAID EXISTING WATERMAIN, A DISTANCE OF 145.24 FEET; THENCE SOUTH 37°12'41" EAST, ALONG SAID EXISTING WATERMAIN, A DISTANCE OF 111.51 FEET; THENCE SOUTH 37°35'37" EAST, 72.00 FEET; THENCE SOUTH 19°55'31" WEST, A DISTANCE OF 117.58 FEET; THENCE SOUTH 40°04'24" EAST, A DISTANCE OF 263.14 FEET; THENCE SOUTH 66°53'10" EAST, A DISTANCE OF 1246.12 FEET; THENCE SOUTH 69°53'30" EAST, A DISTANCE OF 115.33 FEET; THENCE NORTH 20°06'34" EAST, A DISTANCE OF 101.94 FEET; THENCE NORTH 20°06'23" EAST, A DISTANCE OF 301.05 FEET; THENCE NORTH 14°31'18" EAST, A DISTANCE OF 11.17 FEET; THENCE SOUTH 75°06'51" EAST, A DISTANCE OF 1070 FEET, MORE OR LESS TO THE CENTER OF THE SWINOMISH SLOUGH AND THE TERMINUS OF SAID CENTERLINE;

TOGETHER WITH;

A 30.00 FOOT WIDE WATERLINE EASEMENT, HAVING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGINNING AT A POINT HEREINABOVE REFERRED TO AS POINT "A"; THENCE NORTH 89°55'04" WEST, A DISTANCE OF 66.49 FEET TO SAID CENTERLINE'S TERMINATION AT THE WEST LINE OF SAID SECTION 2.

THE SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE AT THE WEST LINE OF SAID SECTION 2.

SAID EASEMENT AREA CONTAINS 162,864 SQUARE FEET, OR 3.74 ACRES OF LAND, MORE OR LESS.

EXHIBIT B-2 TO EASEMENT FOR WATER PIPELINES  
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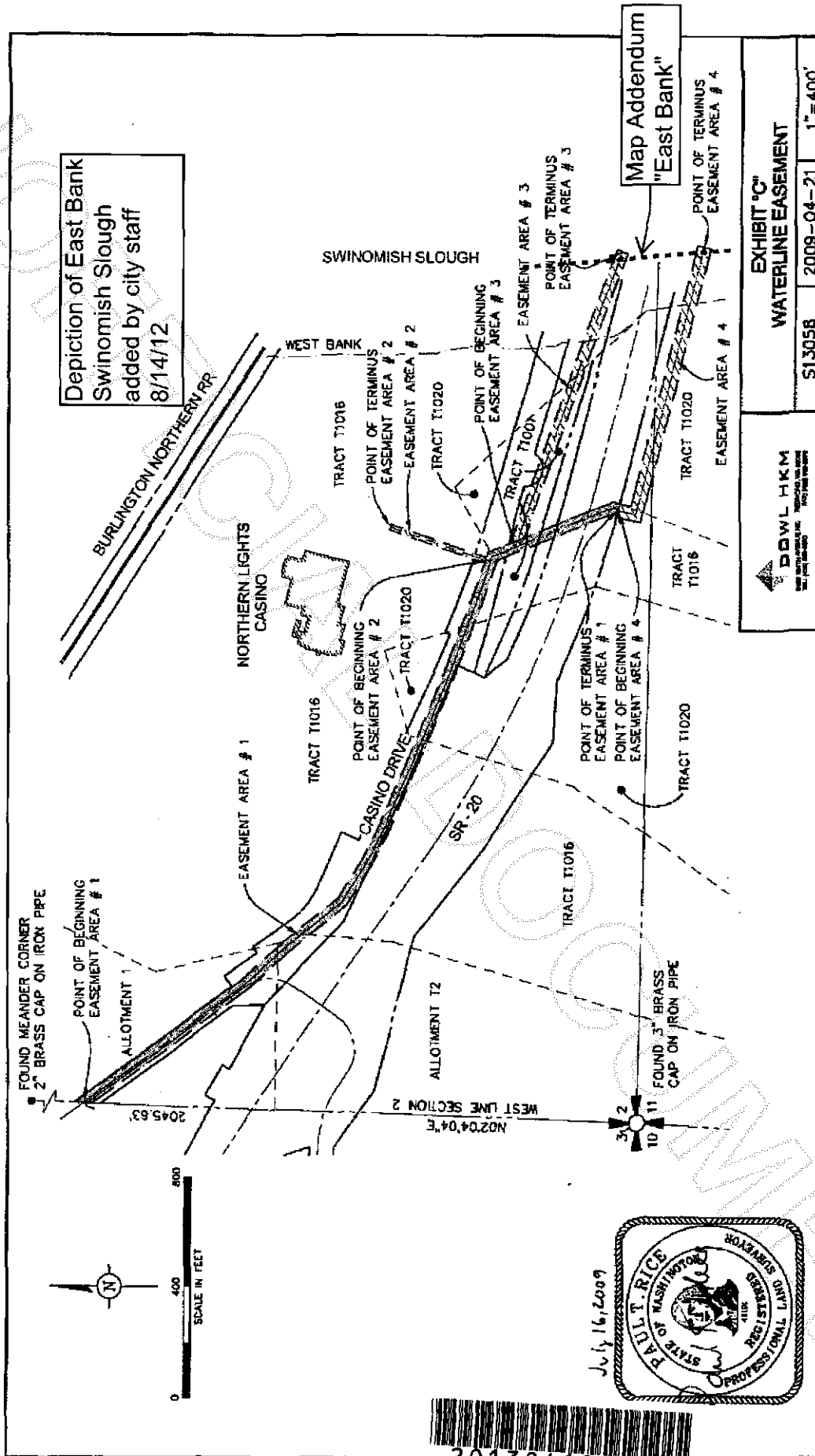
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201304190072  
Skagit County Auditor

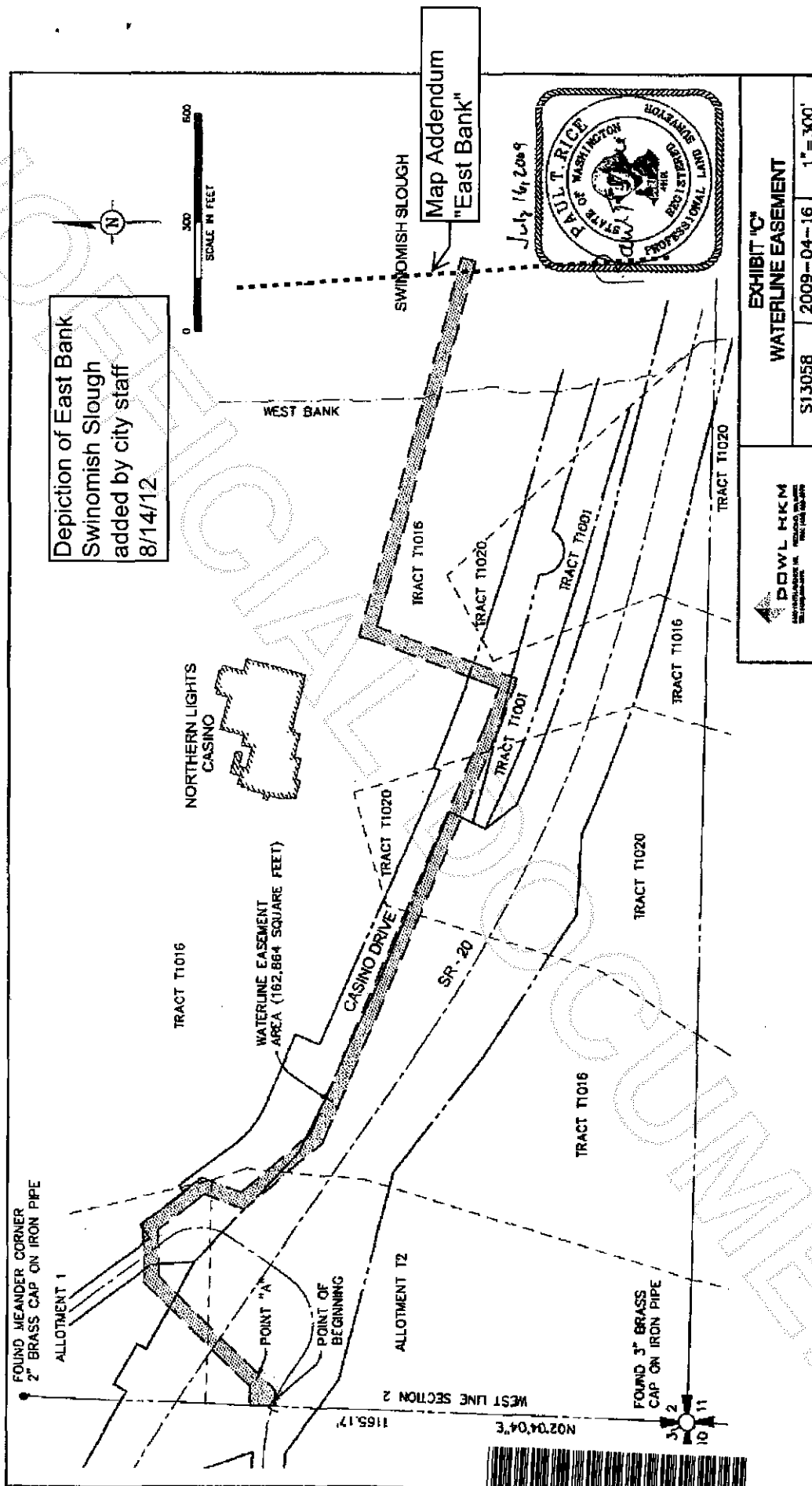


# EXHIBIT C





# EXHIBIT C-2



 <b>POWL H&amp;M</b> <small>AN UNDIVIDED PARTNERSHIP IN THE FIELD OF SURVEYING</small>	<b>EXHIBIT "C"</b>	
	<b>WATERLINE EASEMENT</b>	
	S13058	2009-04-16
		1" = 300'