


**WHEN RECORDED, RETURN TO:**

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

  
201304190073  
Skagit County Auditor  
4/19/2013 Page 1 of 26 12:19PM

ACCOMMODATION RECORDING  
LAND TITLE OF SKAGIT COUNTY

M.19849

**EASEMENT FOR WATER PIPELINES**

**GRANTOR: UNITED STATES / MARVIN WILBUR and SALISH TRUST**

**GRANTEE: CITY OF ANACORTES**

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

A portion of Skagit County Parcel No. P111974

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

**APR 19 2013**

Amount Paid \$ —  
Skagit Co. Treasurer  
By *kk* Deputy

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

**1.1 Agreement and Parties.** This **EASEMENT FOR WATER PIPELINES** ("Agreement" or Easement Agreement") is between Grantor: The United States of America, acting by and through the Bureau of Indian Affairs, Department of the Interior, Puget Sound Agency, for and on behalf of Marvin Wilbur (aka C. Marvin Wilbur, Sr.), American Indian of the Swinomish Indian Tribal Community, and the Salish Trust Company, a Washington for profit trust (Washington UBI No. 601370040) ("GRANTOR"); and Grantee: the **CITY OF ANACORTES**, a Washington municipal corporation ("CITY"). Together, the GRANTOR and CITY are the "Parties" to this Easement Agreement. The GRANTOR and CITY agree as follows.

**1.2 Authority.** Under authority contained in 209 DM 8 (November 17, 1981), 230 DM 1 and 3 IAM 4, 4A (July 19, 2000), and 25 U.S.C. §§ 323-328 and 25 CFR § 169.18, which by reference are made a part hereof, 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, GRANTOR hereby establishes, conveys and grants, for and to the CITY, a non-exclusive easement over and across the GRANTOR's Property for the location, construction, use and maintenance of the pipelines. GRANTOR acknowledges that there are issues or may be issues regarding claims or rights to the underlying real property interests through which the City's pipelines pass. By entering this Agreement, Grantor conveys to City all rights under this Agreement that GRANTOR possesses or may possess in the property described herein.

**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, together with the pipelines' necessary appurtenances (hereinafter "pipelines") under, along, across and through real property in Skagit County, Washington. The GRANTOR's property is described in attached Exhibit A (the "Property"). The legal descriptions for the easement areas for the pipelines are described in attached Exhibit B and B-2, and depicted graphically in Exhibit C and C-2 (the "Easement Area").

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 GRANTOR'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 Swinomish Utility Authority.** The Swinomish Indian Tribal Community ("Tribe") owns and operates a Utility Authority 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. This Easement Agreement is in furtherance of the long-standing relationship between the CITY and the Tribe and facilitates the continued and expanded service to the Tribe, as currently exists or as may be amended in the future.

**2.3 Consideration.** This Easement Agreement constitutes the GRANTOR's grant of easement rights to the CITY for the pipelines in the Easement Area, as more specifically described and shown in Exhibits B through C 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 GRANTOR One Hundred Twenty Five Thousand Dollars (\$125,000.00) ("Easement Payment"). The Easement Payment, together with the



conditions and obligations set forth in this Agreement, constitute just and fair compensation for this Easement Agreement.

**2.4 Parties Include Authorized Representatives.** Reference to the CITY or GRANTOR 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 GRANTOR 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 GRANTOR 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 GRANTOR 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 GRANTOR 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 GRANTOR 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 GRANTOR prior to removing any trees. The GRANTOR 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 Tribal 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.

**3.7 Coordination of Work With GRANTOR.** The CITY shall comply with reasonable scheduling time and location limitations as provided to the City by the GRANTOR in order to minimize disruption of the GRANTOR'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 Areas.

**3.9 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.

**3.10 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 GRANTOR; provided, however, the CITY shall give notice to GRANTOR as soon as feasible, but in no event less 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. GRANTOR'S USE OF EASEMENT AREA.**

**4.1 Multiple Uses Authorized.** The GRANTOR 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 GRANTOR for any purpose not inconsistent with the primary purpose for which the Easement is granted by this Agreement. The GRANTOR'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 are prohibited unless agreed by the Parties in writing.

**5. TRIBAL LAW.** The CITY shall comply with the Tribe's law when taking action pursuant to this Agreement that occurs upon or affects the Easement Area, 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. GRANTOR 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 GRANTOR with such requested changes and must negotiate an amended Easement Agreement with the GRANTOR (and subject to BIA approval as may be necessary).

**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 GRANTOR 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 by the CITY.

**8. INDEMNIFICATION.** The CITY agrees to indemnify, defend and hold harmless the United States, the Tribe, GRANTOR, the occupants and authorized users of the Easement Area 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 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 GRANTOR and authorized users harmless for any such liability attributable to the negligence of the GRANTOR.

**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 three (3) 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 GRANTOR.

**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 GRANTOR 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 GRANTOR 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 GRANTOR 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 GRANTOR in this Agreement. This limited waiver authorizes relief compelling the GRANTOR to take action expressly required by this Agreement, compelling the GRANTOR to discontinue action expressly prohibited by this Agreement, and/or awarding money damages against the GRANTOR 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 GRANTOR and the Secretary of the United States Department of the Interior informed of its address.

**15. EXPENSES AND ATTORNEYS FEES.** The prevailing Party in any action brought to enforce any terms and conditions of this Agreement shall be entitled to the recovery of their reasonable attorney's fees, costs and expenses..



**16. NONWAIVER OF BREACH.** Failure of either Party at any time to require performance of any provision of this Agreement shall not limit such Party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

**17. COMPLETE AGREEMENT AND CONSTRUCTION.**

**17.1 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.

**17.2 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.

**18. TERM – EFFECTIVE DATE –EXECUTION AUTHORITY.**

**18.1 Term.** This Agreement and easements granted by this Agreement shall be and remain in force for a period of eighty-eight (88) years beginning on January 1, 2012, and expiring on December 31, 2099 (the "term").

**18.2 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, 2012.

**18.3 Execution Date.** For reference, this Agreement is dated the 1st day of January, 2013.



**18.4 Execution Authority.** Lenora Wilbur Cook executes this Agreement, for and on behalf of the GRANTOR, in her capacity as a Trustee, Shareholder and Beneficiary of GRANTOR Salish Trust; in her capacity as Attorney-in-Fact for C. Marvin Wilbur, Sr., individually and as Trustee, Shareholder and Beneficiary of GRANTOR Salish Trust, under the Durable Power of Attorney, between C. Marvin Wilbur, Sr., Grantor, and Lenora Wilbur Cook, Grantee, dated December 14, 2012; and, in her capacity as Attorney-in-Fact for Joan C. Wilbur, a Trustee, Shareholder and Beneficiary of GRANTOR Salish Trust, under the Durable Power of Attorney, between Joan C. Wilbur, Grantor, and Lenora Wilbur Cook, Grantee, dated December 4, 2012. Lenora Wilbur Cook hereby warrants that at the time of execution of this Agreement, the above-referenced Durable Powers of Attorney remain in full force and effect.

**GRANTOR:**

Lenora Wilbur Cook, Trustee, Shareholder and Beneficiary of the Salish Trust

By: Lenora Wilbur Cook  
Name: Lenora Wilbur Cook

Joan C. Wilbur, Trustee, Shareholder and Beneficiary of the Salish Trust

By: Joan C. Wilbur Lenora Wilbur Cook by POA  
Name: Lenora Wilbur Cook, Attorney-in-Fact

C. Marvin Wilbur, Sr., Individually, and Trustee, Shareholder and Beneficiary of the Salish Trust

By: C. Marvin Wilbur Sr by Lenora Wilbur Cook POA  
Name: Lenora Wilbur Cook, Attorney-in-Fact

**CITY OF ANACORTES:**

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



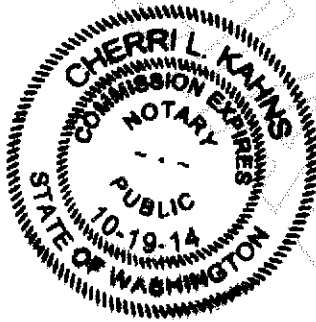
## ACKNOWLEDGMENT

STATE OF WASHINGTON

SS.

COUNTY OF SKAGIT

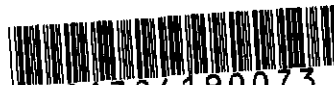
BEFORE ME, a Notary Public, in and for said County and State, on this 11<sup>th</sup> day of February, 2013, personally appeared Dean Maxwell, and who acknowledged that he is and was at the time of signing the same Mayor of the City of Anacortes; and he personally acknowledged to me that he executed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



Cheri L. Kahns  
(Signature of Notary)

Cheri L. Kahns  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of  
Washington, residing at Mount Vernon  
My appointment expires 10-19-14



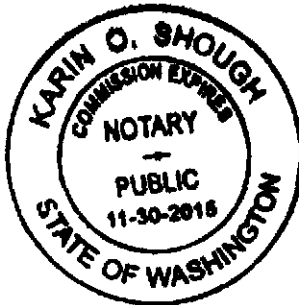
## ACKNOWLEDGMENT

STATE OF WASHINGTON

ss.

COUNTY OF SKAGIT

BEFORE ME, a Notary Public, in and for said County and State, on this 3<sup>rd</sup> day of JANUARY 2013, personally appeared Lenora Wilbur Cook, and personally acknowledged to me that each executed the foregoing as the free and voluntary act of GRANTOR Salish Trust, in her capacity as a Trustee, Shareholder and Beneficiary of Grantor Salish Trust; in her capacity as Attorney-in-Fact for Joan C. Wilbur, a Trustee, Shareholder and Beneficiary of Grantor Salish Trust, under the Durable Power of Attorney, between Joan C. Wilbur, Grantor, and Lenora Wilbur Cook, Grantee, dated December 4, 2012; and, in her capacity as Attorney-in-Fact for C. Marvin Wilbur, Sr., individually and as a Trustee, Shareholder and Beneficiary of Grantor Salish Trust, under the Durable Power of Attorney, between C. Marvin Wilbur, Sr., Grantor, and Lenora Wilbur Cook, Grantee, dated December 14, 2012, for the uses and purposes set forth in the Agreement.



*Karin O. Shough*

(Signature of Notary)

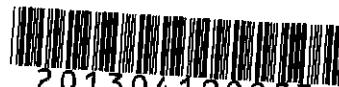
KARIN O. SHOUGH

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of

Washington, residing at MOUNT VERNON

My appointment expires 11-30-2015



201304190073

Skagit County Auditor

UNITED STATES OF AMERICA

By: Judith K. Joseph  
Name: Judy Joseph  
Title: Superintendent, Puget Sound Agency  
Bureau of Indian Affairs  
U.S. Department of the Interior

This within Easement Agreement 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 there under, and now in force, effective 2/20/2013.

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

Date approved: 2/27/13



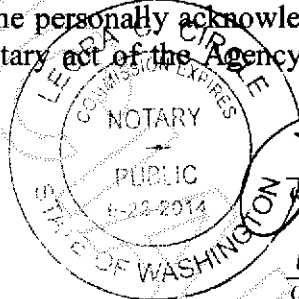
ACKNOWLEDGMENT

STATE OF WASHINGTON

SS.

COUNTY OF SNOHOMISH

BEFORE ME, a Notary Public, in and for said County and State, on this 27TH 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 the Agency for the uses and purposes set forth in the foregoing.



(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





UNOFFICIAL DOCUMENT

51264549.8



201304190073

Skagit County Auditor

## EXHIBIT "A"

### LEGAL DESCRIPTION OF AFFECTED PARCELS

#### Allotment 1:

Lot 6 of section 2, Township 34 North, Range 2 East, Willamette Meridian, Skagit County, WA

EXCEPT the following described parcels:

PARCEL "A": All that part of the following described Tract "X" lying westerly of the B-Line Survey of SR536, March Point Road to Fredonia and easterly of a line described as follows:

Begin on the southwesterly boundary of Existing March Point Road to a point 30 feet distant southwesterly, when measured at right angles from said B-Line at Highway Engineer's Station 4+00; thence south 2°40' 19" east 200 feet to a point, and the end of this line description.

PARCEL "B" All that part of said Tract "X", if any, lying southerly of the Center Line Survey of said SR536.

Tract "X" Government Lot 6 (formerly Lot 2) Section 2, Township 34 North, Range 2 East, W. M. The lands being herein condemned contain an area of 0.12 acre, more or less, the specific details concerning all of which may be found within that certain map of definite location now on record and on file in the office of the Director of Highways at Olympia, Washington, bearing date of approval April 3, 1969, revised October 29, 1970; and the center line of which is also of record in Volume "A" of Highway Plats, page 132, under Auditor's File No. 731030, records of Skagit County, State of Washington, containing 18.32 acres, more or less, after the above exceptions.

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

Portions of the easement described in Exhibit "B", and depicted graphically in Exhibit "C" of this document, lie within the road Right of Way granted to the Swinomish Indian Tribal Community under Auditor's File No. 200707160174, and is 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, lie 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,

A-1

51264549.3



201304190073  
Skagit County Auditor

deeded to the Swinomish Indian Tribal Community under Auditor's File Number  
200707160176.

S1264549.3

A-2



201304190073  
Skagit County Auditor

**EXHIBIT "B"**

**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  
CENTERLINES 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"**

**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 1,475 FEET, MORE OR LESS TO THE EAST EDGE 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 179,064 SQUARE FEET, OR 4.11 ACRES OF LAND, MORE OR LESS.

**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.

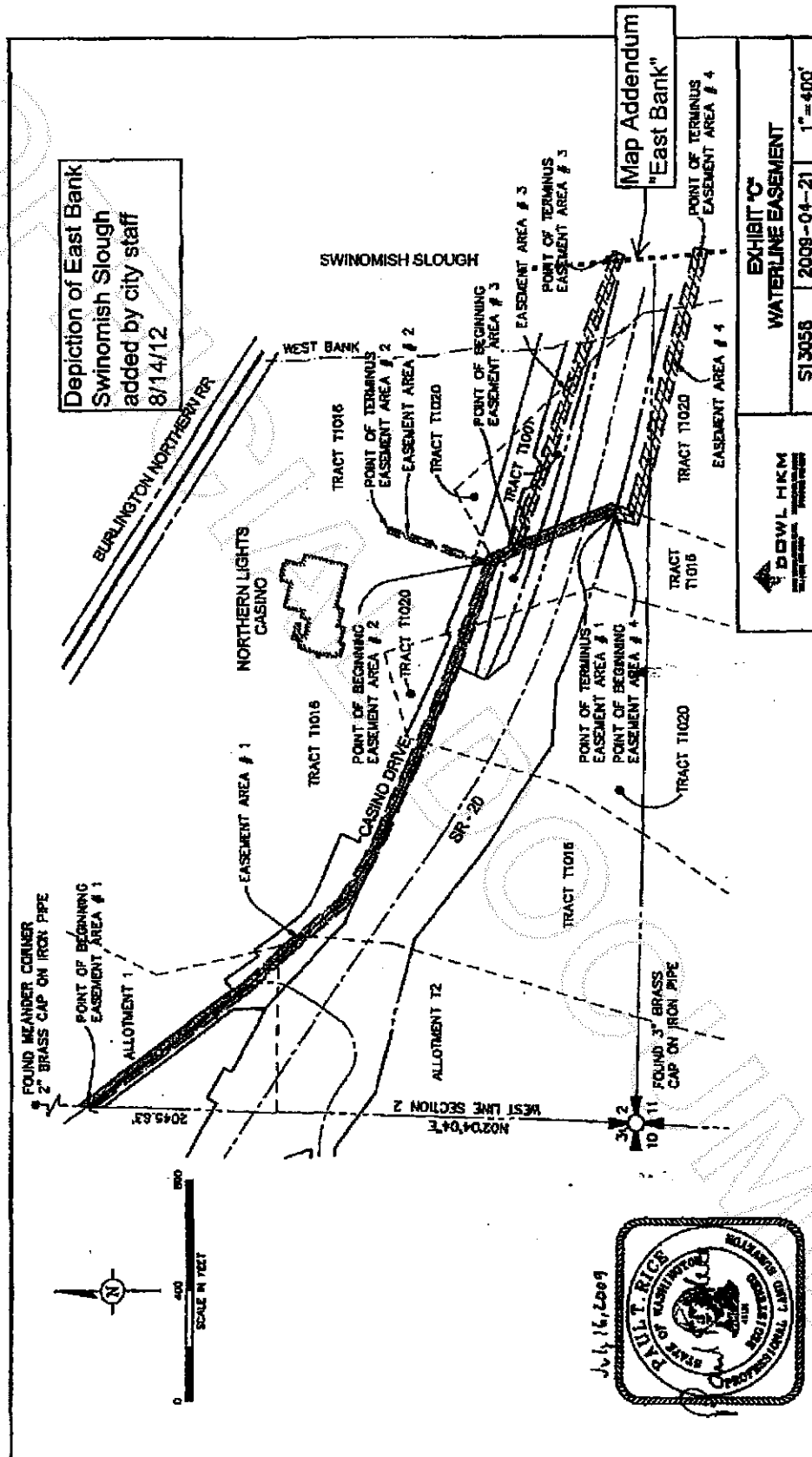
THE SIDELINES OF SAID EASEMENT PORTION SHALL BE LENGTHENED OR  
SHORTENED SO AS TO TERMINATE AT THE WEST LINE OF SAID SECTION 2,  
AND THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE 20.

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





# EXHIBIT C



201304190073

Skagit County Auditor

