



202512300068

12/30/2025 03:51 PM Pages: 1 of 11 Fees: \$313.50
Skagit County Auditor

Recording Requested by, and
When Recorded Mail To:

Upper Skagit Indian Tribe
Attn: Daniel Tolliver, P.E.
25944 Community Plaza Way
Sedro-Woolley, WA 98284

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY *Dena Thompson*
DATE *12.30.25*

DOCUMENT TITLE: FIBER UTILITY EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Skagit County, a political subdivision of the State of Washington.

GRANTEE(S): Upper Skagit Indian Tribe, a federally recognized Indian Tribe in Washington state.

ASSESSOR'S TAX / PARCEL NUMBER(S): P38653 (XrefID: 350508-0-001-0005).

ABBREVIATED LEGAL DESCRIPTION: (334.8800 ac) W1/2 & SW1/4 SE1/4 & TH PTN OF W 25 RDS OF NW1/4 SE1/4, SECTION 8, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., LY NLY OF CO RD KNOWN AS M HELMICK RD EXC THOSE PTN SHOWN AS 'CAMPUS SITE' & 'CEMETERY SITE' ON SURVEY REC AF#9011130061 (HANSEN CREEK FLOOD CONTROL); Situate in the County of Skagit, State of Washington.

FIBER UTILITY EASEMENT

The undersigned, **Skagit County**, a political subdivision of the State of Washington ("Grantor"), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to the **Upper Skagit Indian Tribe**, a federally recognized Indian Tribe in Washington state ("Grantee"), a permanent, perpetual, non-exclusive fiber utility easement ("Easement"), as provided herein. Grantor and Grantees may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties." The terms of this Easement are further provided as follows:

1. Nature and Location of Easement. The Easement hereby granted by Grantor herein shall be a permanent, perpetual, non-exclusive, fiber utility easement for the benefit of Grantee, over, upon, across, through, a portion of real property located within and upon Grantor's Property, such Easement area as legally described on *Exhibit "A"* and as further described and depicted on *Exhibit "B"*, attached hereto and incorporated herein by this reference, for the purpose of providing a partial route for the placement, installation, use, maintenance, and operation of underground fiber optic utilities, including, fiber optic lines, telephone communication facilities, telecommunication facilities, conduit for fiber optic lines owned by Grantee, subject to prior written approval by Grantor. A legal description for the Grantor's Property is attached hereto as *Exhibit "C"*, and is hereby incorporated by reference. The Easement and the covenants, terms, and

conditions contained herein are perpetual in duration, and shall run with the Grantor's Property and shall be binding upon Grantee and Grantor and each party's respective successors.

2. Use of Easement. The Grantee shall have the right, upon providing reasonable notice Grantor (as determined by Grantor), and at reasonable times (as determined by Grantor), to enter upon the Grantor's Property within the Easement area (as described and depicted in *Exhibit "A" and "B"*) for purposes of using the Easement for the placement, installation, use, maintenance, and operation of underground fiber optic utilities, including, but not limited to, fiber optic lines, telephone communication facilities, telecommunication facilities, conduit for fiber optic lines owned by Grantee ("Grantee's infrastructure"), subject to prior written approval by Grantor and subject to the terms of this Easement agreement. This notice provision shall not apply when there is an exigent need for Grantee to immediately access the Easement area relating to emergency repairs and/or maintenance of Grantee's infrastructure within the Easement area; provided, that Grantee shall promptly coordinate with Grantor and provide Grantor with notice of such exigent access to the Easement area for such purposes. Grantee shall not have the right to exclude Grantor or third parties the Easement area or from the Grantor's Property (without the revocable written permission of Grantor). Grantee shall not unreasonably interfere with the Grantor's use of the Grantor's Property whatsoever (including, but not limited to, Grantor's use of the property located within the Easement area, and use of the Grantor's Property by members of the public for park purposes). Grantee accepts use of the Easement area on Grantor's property "as is", without any representations or warranties from Grantor whatsoever (express or implied).

2.1 Grantee agrees to be responsible and liable for any damages or impact to Grantor's Property arising from Grantee's use of the Easement, and upon the request of Grantor, the Grantee shall repair and restore the Grantor's Property to a substantially similar condition as existed before Grantee entered onto the Grantor's Property for the purposes described in this Easement. Prior to the commencement of any work within the Easement area, the Grantee shall coordinate with Grantor to avoid any disturbance, impact, or damage to facilities owned by Grantor at or within the Easement area (including, but not limited to, utilities and/or fiber optic lines owned and/or used by Grantor). Any work performed within the Easement area by Grantee shall be performed so as not to not unreasonably interfere with the free passage of pedestrian and/or vehicle traffic therein, or with the reasonable ingress or egress to Grantor's Property. In the event that the Grantor performs (or contracts to have performed) work that the Grantor considers necessary (at the sole judgment and discretion of the Grantor) to repair and/or restore to a safe and/or usable condition any area, equipment, or facilities at or within Grantor's Property which are damaged or disturbed by Grantee, the Grantor shall be reimbursed by the Grantee for the actual costs and expenses incurred by the Grantor for any such repair and/or restoration work (including, but not limited to, labor, materials, supplies, use of Grantor's equipment, and Grantor's staff time); and, in addition thereto, eighteen point two four percent (18.24%) of the total actual costs and expenses incurred by the Grantor shall be added for overhead costs for accounting, billing, and administrative services, provided that the Grantor shall submit to the Grantee a certified statement of the costs, and within thirty (30) days thereafter, Grantee shall pay to the Grantor the amount of said statement.

3. Hold Harmless, Defense, & Indemnification. The Grantee hereby unconditionally releases and forever discharges and holds harmless the Grantor (including the Grantor's elected officials, employees, volunteers, officers, and/or agents in both their official and individual capacities) from any and all past, present, and/or future claims, counterclaims, demands, judgments, debts, costs, liabilities, expenses, suits, and proceedings of any kind and nature, as arising from and/or related to the Grantee's use of the Easement area on Grantor's Property. The

Grantee agrees to be responsible for and to assume liability for Grantee's own wrongful and/or negligent acts or omissions or those of Grantee's officials, officers, agents, contractors, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the Grantor harmless from any such liability. It is further provided that no liability shall attach to the Grantor by reason of entering into this Easement except as expressly provided herein. The terms of this section shall survive any termination of this Easement, and shall continue in full force and effect.

4. Limitation of Liability. Any party having a claim against the Grantee, however arising, shall have recourse only to the extent of assets and property of the Grantee, and shall have no recourse against the Grantor, its appointed or elected officers, employees, volunteers or its/their assets or credits.

5. Governing Law; Venue. This Easement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action arising from or relate this Easement shall be in Skagit County, State of Washington. The Grantee hereby grants a limited waiver of its sovereign immunity and consents to legal action by the Grantor seeking to enforce rights authorized by this Easement, whether brought in the courts of the State of Washington or in federal courts. The Grantee hereby consents to the jurisdiction of the State of Washington, but retains the right to remove appropriate cases to federal court as may be allowed by applicable law. This waiver does not extend to, nor create rights in, persons who are not parties to this Easement agreement, and is limited to actions arising directly out of or related to this Easement agreement, and to ensure compliance with this Easement agreement, and does not authorize punitive damages against either party. Upon execution of this Easement, and if requested by the Grantor, the Grantee will provide Grantor with resolution(s) from the governing body (or bodies) of the Grantee ratifying this Easement agreement and this waiver of sovereign immunity.

6. Compliance with Laws and Permits. Grantee shall, at Grantee's own cost, expense, and liability, obtain and comply with all applicable federal, state, and local laws, rules, and regulations, and any applicable permits and/or approvals, in using the Easement, and Grantee shall be solely and separately liable and responsible for any non-compliance with any applicable federal, state, and local laws, rules, regulations, permits and/or approvals.

7. No Third Party Beneficiaries. This Easement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, third party property owner(s) and/or tenant(s) at or in the vicinity of the Easement area, any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.

8. No Assignment. This Easement may not be assigned, contracted, and/or transferred to any other individual, firm, company, party, and/or other entity by Grantee without the express and duly authorized prior written approval of the County. Grantor may assign or transfer this Easement without the consent of Grantee.

9. Other Terms (Modifications; Neutral Authorship; Captions & Counterparts; Entire Agreement). This Easement may be changed, modified, amended or waived only by subsequent written agreement, duly executed by the parties hereto. Waiver or breach of any term or condition of this Easement shall not be considered a waiver of any prior or subsequent breach. In the event any term or condition of this Easement or application thereof to any person or circumstances is

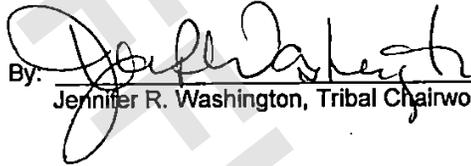
held invalid, such invalidity shall not affect other terms, conditions or applications of this Easement which can be given effect without the invalid term, condition, or application. To this extent and end the terms and conditions of this Easement are declared severable. Each of the terms and provisions of this Easement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Easement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Easement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Easement and have either done so, or have voluntarily chosen not to do so. Grantor (Skagit County) does not represent Grantee. The parties represent and warrant that they have fully read this Easement, that they understand its meaning and effect, and that they enter into this Easement with full knowledge of its terms. The captions in this Easement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Easement. This Easement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Easement agreement. This Easement contains all the terms and conditions mutually agreed upon by the parties. This Easement supersedes any prior oral statements, discussions, and/or understandings between the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Easement shall be deemed to exist or to bind any of the parties hereto.

10. Recording. Upon mutual execution, this Easement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

GRANTEE:

UPPER SKAGIT INDIAN TRIBE, a federally recognized Indian Tribe in Washington state.

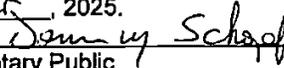
DATED this 17 day of December, 2025.

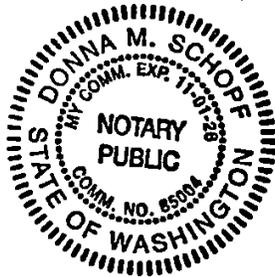
By: 
Jennifer R. Washington, Tribal Chairwoman

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Jennifer R. Washington, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was duly authorized execute the instrument and acknowledged it as the Tribal Chairwoman of the Upper Skagit Indian Tribe, a federally recognized Indian Tribe in Washington state, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 17 day of December, 2025.
(SEAL)

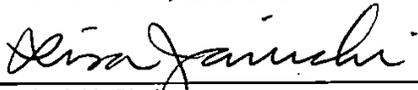

Notary Public
Print name: Donna M. Schopf
Residing at: 12872 Eagle Drive Burlymtn WA
My appointment expires: 11-1-2026



GRANTOR:

DATED this 29 day of December, 2025.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**



Lisa Janicki, Chair



Ron Wesen, Commissioner



Peter Browning, Commissioner

Attest:



Amber Eng
Clerk of the Board

Authorization per Resolution # R20160001:

Recommended:

County Administrator



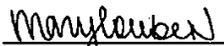
Department Head

Approved as to form:



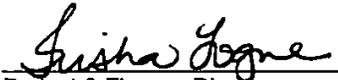
12/18/25
Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



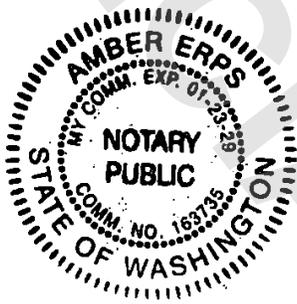
Budget & Finance Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Lisa Janicki, Ron Wesen, and/or Peter Browning is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 29 day of December, 2025.

(SEAL)



Amber Erps
Notary Public
Print name: Amber Erps
Residing at: Mount Vernon
My appointment expires: 01-23-2029

EXHIBIT A

LEGAL DESCRIPTION – EASEMENT

AFFECTING SKAGIT COUNTY TAX PARCEL NO. P-38653

AN EASEMENT, BEING A 20.00-FOOT-WIDE CORRIDOR, EXTENDING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED EASEMENT CENTERLINE, WITHIN A PORTION OF AN UN-PLATTED TRACT WITHIN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., SAID UN-PLATTED TRACT BEING THAT PARCEL DESIGNATED AS "PARCEL 1-2" PER THAT WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES LAND SALE NO.51541, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9202250077, AND SAID EASEMENT CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS-DISK MONUMENT MARKING THE BEGINNING OF A 600.00-FOOT RADIUS CURVE IN THE CENTERLINE OF HELMICK ROAD, PER THAT CONTROL RECORD OF SURVEY FOR SKAGIT COUNTY RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200710190070 (CONTROL RECORD OF SURVEY), AND SAID MONUMENT BEING DESIGNATED AS MONUMENT "M3", PER SAID CONTROL RECORD OF SURVEY;

THENCE SOUTH 01° 08' 45" WEST, ALONG SAID HELMICK ROAD CENTERLINE, 664.06 FEET, TO THE BRASS-DISK MONUMENT MARKING THE SOUTH QUARTER-CORNER OF SAID SECTION 8, AND SAID MONUMENT BEING DESIGNATED AS MONUMENT "M2" PER THE AFOREMENTIONED CONTROL RECORD OF SURVEY;

THENCE NORTH 89° 08' 57" WEST, ALONG THE SOUTH LINE OF SAID SECTION 8, PER SAID CONTROL RECORD OF SURVEY, 1998.53 FEET, MORE OR LESS, TO A POINT AT THE INTERSECTION OF SAME WITH THE EAST BOUNDARY OF THE "CAMPUS SITE" DEED EXCLUSION AREA, AS DEPICTED ON THAT RECORD OF SURVEY FOR THE WASHINGTON STATE DEPARTMENT OF GENERAL ADMINISTRATION (AFN 9011130061), AND ALSO THE HERE-COINCIDENT EAST BOUNDARY OF DIVISION NO.1 OF THE "SEDRO-WOOLLEY INNOVATION FOR TOMORROW CENTER", PER THAT MASTER BINDING SITE PLAN RECORDED UNDER SKAGIT COUNTY AFN 201809050072;

THENCE NORTH 28° 43' 07" EAST, ALONG SAID COINCIDENT EAST BOUNDARY, 704.03 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE CENTERLINE OF THAT 20-FOOT-WIDE P.U.D. UTILITY EASEMENT CONVEYED TO SKAGIT PUBLIC UTILITY DISTRICT NO.1 OF SKAGIT COUNTY, ACCORDING TO THE EASEMENT DOCUMENT RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202006240067, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIBED EASEMENT CENTERLINE;

THENCE NORTH 88° 05' 23" EAST, ALONG THE HERE-COINCIDENT CENTERLINE, 110.63 FEET;

THENCE NORTH 85° 17' 21" EAST, ALONG SAID COINCIDENT CENTERLINE, 105.98 FEET;

THENCE NORTH 68° 55' 24" EAST, ALONG SAID COINCIDENT CENTERLINE, 104.45 FEET;

THENCE NORTH 79° 48' 29" EAST, ALONG SAID COINCIDENT CENTERLINE, 205.69 FEET;

THENCE NORTH 88° 05' 31" EAST, ALONG SAID COINCIDENT CENTERLINE, 75.36 FEET;

THENCE SOUTH 85° 31' 06" EAST, ALONG SAID COINCIDENT CENTERLINE, 119.96 FEET;

THENCE SOUTH 80° 16' 00" EAST, ALONG SAID COINCIDENT CENTERLINE, 200.41 FEET;

THENCE SOUTH 78° 10' 14" EAST, ALONG SAID COINCIDENT CENTERLINE, 332.52 FEET;

THENCE SOUTH 84° 25' 57" EAST, ALONG SAID COINCIDENT CENTERLINE, 68.05 FEET, TO A POINT OF DIVERGENCE FROM THE AFOREMENTIONED SKAGIT P.U.D. UTILITY EASEMENT;

THENCE NORTH 83° 57' 05" EAST, ALONG THE NOW-DIVERGENT EASEMENT CENTERLINE, 132.87 FEET;

THENCE NORTH 66° 51' 53" EAST, 30.00 FEET;

THENCE NORTH 40° 46' 14" EAST, 30.00 FEET;

THENCE NORTH 09° 22' 57" EAST, 76.00 FEET;

THENCE NORTH 23° 04' 34" EAST, 44.00 FEET;

THENCE NORTH 33° 06' 42" EAST, 273.92 FEET, MORE OR LESS, TO A POINT AT THE INTERSECTION OF SAID EASEMENT CENTERLINE WITH THE WEST MARGIN OF "OLD" HELMICK ROAD, PER THE RECORD OF SURVEY OF SAME RECORDED UNDER SKAGIT COUNTY AFN. 200605190122, SAID POINT OF INTERSECTION BEARS SOUTH 86° 29' 12" WEST, 139.27 FEET DISTANT, FROM THE BRASS-DISK MONUMENT MARKING THE TERMINUS OF THE AFOREMENTIONED 600-FOOT-RADIUS CURVE IN THE CENTERLINE OF HELMICK ROAD AND DESIGNATED AS CONTROL POINT "M4" PER THE AFOREMENTIONED CONTROL RECORD OF SURVEY, AND SAID POINT OF INTERSECTION BEING THE POINT OF TERMINUS OF THIS DESCRIBED EASEMENT CENTERLINE.

THE SIDELINES OF THE ABOVE-DESCRIBED 20.00-FOOT EASEMENT BEING EXTENDED AND/OR TRUNCATED TO TERMINATE ON THE WEST AGAINST THE AFOREMENTIONED "CAMPUS SITE" DEED EXCLUSION AREA, AND ON THE EAST AGAINST THE WEST MARGIN OF "OLD" HELMICK ROAD, THE ABOVE-DESCRIBED EASEMENT CONTAINS 38,197 SQUARE FEET (0.88 ACRES), MORE OR LESS.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

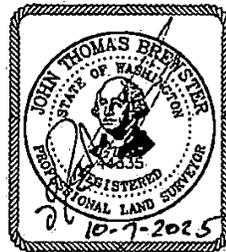


EXHIBIT C

LEGAL DESCRIPTION – BURDENED PARCEL

AFFECTING SKAGIT COUNTY TAX PARCEL NO. P-38653

PER WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES LAND SALE #51541, RECORDED UNDER SKAGIT COUNTY AFN 199202250077:

PARCEL 1-2

THE WEST 1/2, SW 1/4 OF THE SE 1/4, AND THAT PORTION OF THE WEST 25 RODS OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING NORTHERLY OF THAT COUNTY ROAD KNOWN AS M. HELMICK ROAD, ALL WITHIN SECTION 8, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M.,

EXCEPT THOSE PORTIONS SHOWN AS "CAMPUS SITE" AND "CEMETERY SITE" ON THE SURVEY RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9011130061.

TOGETHER WITH DEPARTMENT OF NATURAL RESOURCES WATER RIGHT NO. W-0539, FILED SEPTEMBER 20, 1970.

CONTAINS 334.88 ACRES, MORE OR LESS.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

