

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
1700 East College Way
Mount Vernon, WA 98273



200902020122

Skagit County Auditor

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ELECTRIC SERVICE LINE AGREEMENT

GUARDIAN NORTHWEST TITLE CO.

CONSENTOR: **SWINOMISH INDIAN TRIBAL COMMUNITY**

ACCOMMODATION RECORDING ONLY

CONSENTEE: **PUGET SOUND ENERGY, INC.**

SHORT LEGAL: A portion of Government Lot 8 of Section 36, Township 34 North, Range 2 East, W.M. (Swinomish Tract T1003). **P20869**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **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" herein), and **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("PSE" herein), hereby agree as follows:

PSE, for the purposes hereinafter set forth, and subject to and conditioned upon the terms hereinafter set forth, is authorized to construct and maintain an electric service line over, along, under, across and through the following described real property ("Property" herein) in Skagit County, Washington:

SEE EXHIBIT "A", AS HERETO ATTACHED AND BY REFERENCE INCORPORATED HEREIN.

Except as may be otherwise set forth herein PSE shall construct and maintain the electric service line upon that portion of the Property ("Service Line Extension Area" herein) described as follows:

A strip of land ten (10) feet in width with five (5) feet on each side of the centerline of grantee's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel – the location, size and extent of which service line is shown on Exhibit "B" as hereto attached and by reference incorporated herein. This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.

1. **Purpose.** PSE shall have the right to use the Service Line Extension Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge for one or more utility systems owned and/or operated by PSE only and solely for the purpose of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

a. Overhead facilities. Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications but only as necessary for the purposes of electrical transmission and distribution; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing solely for the purpose of transmission, distribution and sale of electricity; and.

b. Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications but only as

Electric Service Line Agreement
Swinomish 2007 - 053169
SW 36-34-2 101024963

No monetary consideration paid

necessary for the purposes of electrical transmission and distribution; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing solely for the purpose of transmission, distribution and sale of electricity.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems solely for the purpose of transmission, distribution and sale of electricity. PSE shall have the right of access to the Service Line Extension Area over and across the Property to enable PSE to exercise its rights hereunder. PSE shall compensate the Tribe for any damage to the Property caused by the exercise of such right of access by PSE.

2. **Service Line Extension Area Clearing and Maintenance.** PSE shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Service Line Extension Area. PSE 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 PSE 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). PSE shall obtain any necessary permits from the Tribe prior to removing any trees. PSE 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 Service Line Extension Area.

3. **The Tribe's Use of Service Line Extension Area.** The Tribe reserves the right to use the Service Line Extension Area for any purpose not inconsistent with the rights herein granted and PSE agrees to not interfere with the use of the Service Line Extension Area by or under the authority of the Tribe for any purpose not inconsistent with the primary purpose for which the Service Line Extension is granted provided, however, the Tribe shall not construct or maintain any buildings, structures or other objects on the Service Line Extension Area.

4. PSE shall construct and maintain the service line extension in a workmanlike manner, shall obtain all necessary permits in connection with the construction, operation and maintenance of the service line extension (including any clearing or maintenance described in paragraphs 2 or 3 of this Agreement) and shall comply with all applicable Federal, Tribal and State laws.

5. PSE shall pay promptly all damages and compensation determined by a court of competent jurisdiction to be due the Tribe and any authorized users of the Service Line Extension Area on account of the survey, construction and maintenance of the service line extension.

6. PSE agrees to indemnify, defend and hold harmless the Tribe and authorized users of the Service Line Extension Area against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the service line extension by PSE, its contractors, subcontractors and their respective employees and agents. Provided, however, that nothing herein shall require PSE to indemnify, defend, and hold the Tribe and authorized users harmless for any such liability attributable to the negligence of the Tribe or the negligence of others not specifically named in this paragraph.

7. PSE agrees to restore the Service Line Extension area as nearly as is possible to its original condition upon the completion of construction to the extent compatible with the purpose for which the Service Line Extension was granted, to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the Service Line Extension, and to repair such roads and other improvements as may be destroyed or injured by construction work.

8. PSE agrees that upon termination of the Service Line Extension agreement, PSE shall, so far as is reasonably possible, restore the Service Line Extension Area to its original condition.

9. **Abandonment.** The rights herein granted shall continue until such time as PSE ceases to use the Service line extension area for a period of two (2) successive years, in which event, this Service Line Extension Agreement shall terminate and all rights hereunder, and any improvements remaining in the Service Line Extension Area, shall revert to or otherwise become the property of the Tribe; provided, however, that no abandonment shall be deemed to have occurred by reason of PSE's failure to initially install its systems on the Service Line Extension Area within any period of time from the date hereof.

10. This Service Line Agreement shall in no manner diminish, effect or limit any aspect of the Tribe's jurisdiction, dominion or control, whether civil, criminal, regulatory, adjudicatory, licensing, taxation or otherwise,



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over the real property on which the Service Line Extension is located, or anyone or anything thereon or therein, or any activities taking place thereon, including but not limited to any person, property, or activity. The Tribe specifically reserves its right to enact and enforce its laws with respect to all activity taking place or property located on, over or under the Service Line Extension Area herein granted, and to otherwise assert the full measure of its jurisdiction over the Service Line Extension Area without regard to whether the entity being regulated is a Tribal member, other Native American or non-Indian. This provision is an essential and indivisible part of this Service Line Extension Agreement, any severability clause in this agreement to the contrary notwithstanding; should this provision, at the request of the PSE, any agent, officer, official or employee of PSE, or any person or entity acting in concert with PSE, be struck down, ruled unenforceable or ineffective, or in any manner limited, this agreement shall be void and the Service Line Extension Agreement granted by this agreement shall immediately cease.

11. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of successors and assigns of both parties.

DATED this 6th day of January, 2009

SWINOMISH INDIAN TRIBAL COMMUNITY

BY: Brian Cladocsky

Title: Chairman

LANDOWNERS OF SWINOMISH ALLOTMENT T1003:

BY: _____

Print
Name: _____

BY: _____

Print
Name: _____

PUGET SOUND ENERGY, INC.

By: Patricia Swearing
Print
Name: PATRICIA SWEARING

Assessment
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 02 2009

Amount Paid \$ 0
Skagit Co. Treasurer
By nam Deputy



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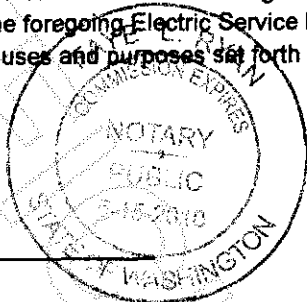
ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

BEFORE ME, a Notary Public, in and for said County and State, on this 31st day of December, 2008, personally appeared Patricia Sneeringer, and who acknowledged that s/he is and was at the time of signing the same Supervisor – Real Estate of Puget Sound Energy; and s/he personally acknowledged to me that s/he executed the foregoing Electric Service Line Agreement as his/her free and voluntary act of such corporation for the uses and purposes set forth in the Electric Service Line Agreement.

My commission expires:

5-15-2010



[Signature]
Notary Public

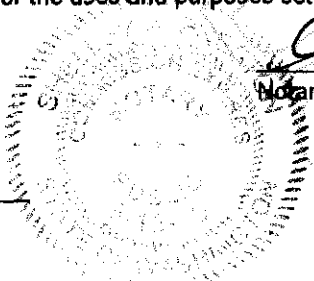
ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF)

BEFORE ME, a Notary Public, in and for said County and State, on this 6th day of January, 2009, personally appeared Brian Cladoosby, and s/he personally acknowledged to me that s/he executed the foregoing Electric Service Line Agreement as his/her free and voluntary act of such corporation for the uses and purposes set forth in the Electric Service Line Agreement.

My commission expires:

6-19-2010



[Signature]
Notary Public

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF)

BEFORE ME, a Notary Public, in and for said County and State, on this _____ day of _____, 2008, personally appeared _____, and s/he personally acknowledged to me that s/he executed the foregoing Electric Service Line Agreement as his/her free and voluntary act of such corporation for the uses and purposes set forth in the Electric Service Line Agreement.

My commission expires:

Notary Public



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Exhibit "A"

A strip of land over a portion of Government Lot 8 of Section 36, Township 34 North, Range 2 East, W.M. in Swinomish Tract T1003, including portions of First Street, Shelter Bay Drive and Pioneer Parkway, more specifically shown on the attached Exhibit "B".



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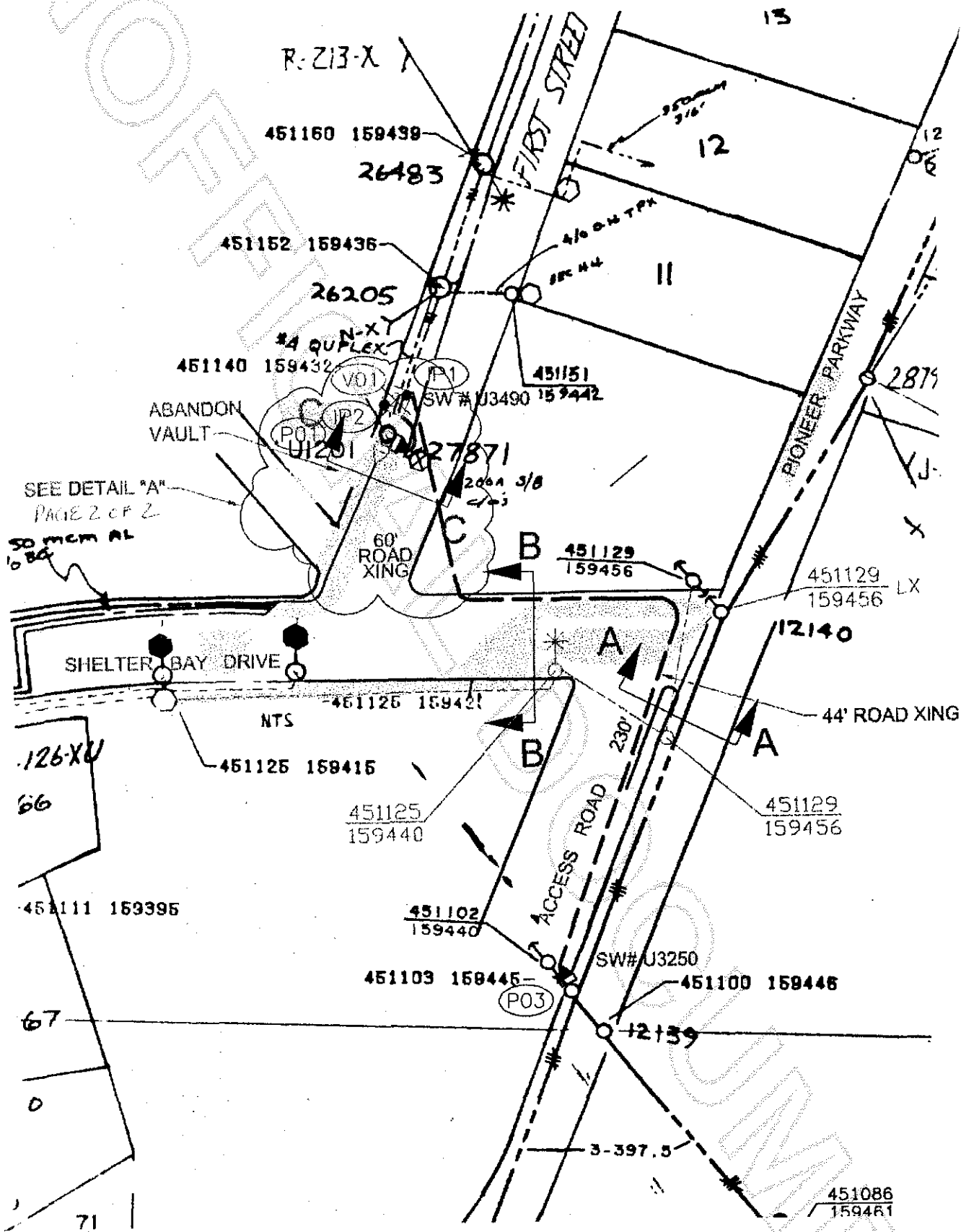
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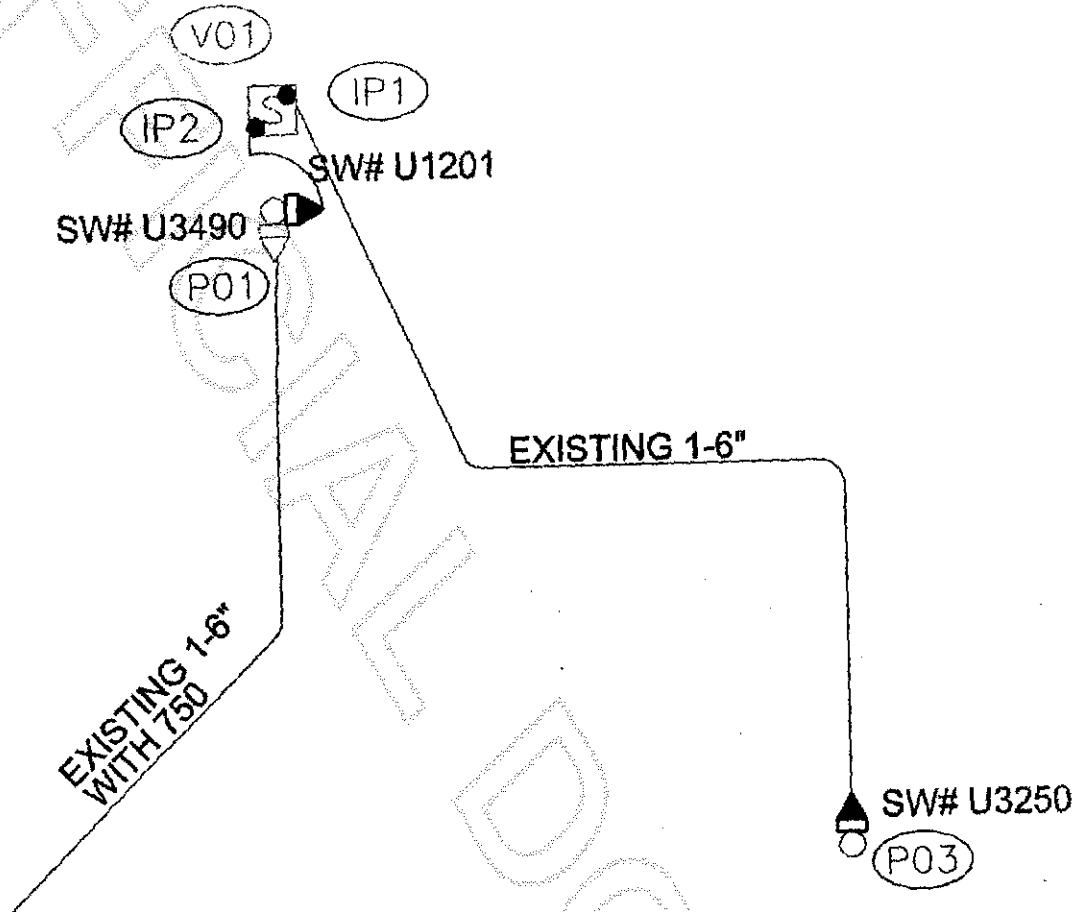
SITE PLAN

SCALE: 1" = 100'



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Situate in the County of Skagit, State of Washington.



DETAIL "A"
NOT TO SCALE

NOTE: AT V01 INTERCEPT EXISTING 1-6" AT IP1 & II
ROUTE AROUND EXISTING VAULT
REMOVE LID & FILL VAULT WITH ROCKS
COVER WITH TOP SOIL & RESEED GRASS



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