



200803190052

Skagit County Auditor

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2008-01-31-003

**RETURN ADDRESS:**

CASCADE NATURAL GAS CORPORATION  
ATTN: Engineering/Right of Way  
PO Box 24464  
SEATTLE, WA 98124-0464

COPY



**NATURAL GAS MAIN/SERVICE LINE AGREEMENT  
FOR ACCESS FROM RESERVATION ROAD TO TALLAWHALT PROJECT PHASE I**

CONSENTOR: SWINOMISH INDIAN TRIBAL COMMUNITY

CONSENTEE: CASCADE NATURAL GAS CORPORATION

SHORT LEGAL: Parcels "A", "B", and "C" of Swinomish Allotment T1003 as shown on the survey filed under Skagit County Auditor's Number 9105240034, located in Township 34 North, Range 2 East, Section 36, W.M.

P208609

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 **CASCADE NATURAL GAS CORPORATION** a Washington Corporation ("CNG" herein), hereby agree as follows:

CNG, for the purposes hereinafter set forth, and subject to and conditioned upon the terms hereinafter set forth, is authorized to construct and maintain a natural gas main/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 CNG shall construct and maintain the natural gas main/service line upon that portion of the Property ("Main/Service Line Extension Area" herein) described as follows:

A strip of land, variable in width, across parcels "A", "B", and "C" of Swinomish Allotment T1003 as shown on the survey filed under Skagit County Auditor's Number 9105240034 and shown in Exhibit B, described as follows:

A ten (10) foot wide strip of land with five (5) feet on each side of the centerline of grantee's facilities as now constructed, to be constructed, extended or relocated, beginning at the intersection of Reservation Road and the north side of a gravel access road, approximately 80' south of the northeast corner of Parcel "A", then continuing along the north side of the existing access road as shown on Exhibit C to the west line of Parcel "A";

Thence continuing northwest to the north line of Parcel "B";

Thence a four and a half (4.5) foot wide strip of land along the north boundary of Parcel "B" continuing west for approximately 100';

Thence a ten (10) foot wide strip of land continuing west along the north boundary of Parcel "B" and thence along the north boundary of Parcel "C" to the west line of the road tract for Squi-qui Way;

Provided, however, that CNG shall not at any time enter into, under, over, across or through or disturb in any way Tallawhalt Tract "I" (Open Space/Do Not Disturb), and shall not disturb,

remove or displace any objects located on, under or within said Tract "I", or take any action or cause any action to occur on, under or within said Tract "I". The location, size and extent of the above-described service line is shown on Exhibit "C" as hereto attached and by reference incorporated herein; This description may be superseded at a later date with a surveyed description provided at no cost to CNG.

1. **Purpose.** CNG shall have the right to use the Main/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 CNG only and solely for the purpose of distribution and sale of natural gas. Such systems may include, but are not limited to:

a. **Above ground facilities.** Regulator station, metering equipment and 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 natural gas; and.

b. **Underground facilities.** Conduits, natural gas lines, meters, 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 natural gas.

Following the initial construction of all or a portion of its systems, CNG 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 natural gas. CNG shall have the right of access to the Main/Service Line Extension Area over and across the Property to enable CNG to exercise its rights hereunder; provided, however, that CNG shall not have a right of entry into, and that CNG shall not at any time enter into, under, over, across or through or disturb in any way Tallawhatch Tract "I" (Open Space/Do Not Disturb), and shall not disturb, remove or displace any objects located on, under or within said Tract "I", or take any action or cause any action to occur on, under or within said Tract "I". CNG shall compensate the Tribe for any damage to the Property caused by the exercise of such right of access by CNG.

2. **Service Line Extension Area Clearing and Maintenance.** CNG shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Main/Service Line Extension Area. CNG 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. CNG 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 Main/Service Line Extension Area.

3. **The Tribe's Use of Main/Service Line Extension Area.** The Tribe reserves the right to use the Main/Service Line Extension Area for any purpose not inconsistent with the rights herein granted and CNG agrees to not interfere with the use of the Main/Service Line Extension Area by or under the authority of the Tribe for any purpose not inconsistent with the primary purpose for which the Main/Service Line Extension is granted provided, however, the Tribe shall not construct or maintain any buildings, structures or other objects on the Main/Service Line Extension Area. The Tribe's use of the Service Line Extension Area may include, but is not limited to, use for the installation, operation and transmission of utility services by the Tribe or third parties, including electricity, television, telephone, and data.

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

5. CNG 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 Main/Service Line Extension Area on account of the survey, construction and maintenance of the main/service line extension.

6. CNG agrees to indemnify, defend and hold harmless the Tribe and authorized users of the Main/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 main/service line extension by CNG, its contractors, subcontractors and their respective employees and agents: Provided, however, that nothing herein shall require CNG 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. CNG agrees to restore the Main/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 Main/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 Main/Service Line Extension, and to repair such roads and other improvements as may be destroyed or injured by construction work.

8. CNG agrees that upon termination of the Natural Gas Main/Service Line Extension Agreement, CNG shall remove all of its above-ground equipment, shall cap its natural gas lines, and shall purge all natural gas from all lines that will no longer be used for transmission of natural gas.

9. **Abandonment.** The rights herein granted shall continue until such time as CNG ceases to use the Main/Service line extension area for a period of two (2) successive years, in which event, this Main/Service Line Extension Agreement shall terminate and all rights hereunder, and any improvements remaining in the Main/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 CNG's failure to initially install its systems on the Main/Service Line Extension Area within any period of time from the date hereof.

10. This Main/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, over the real property on which the Main/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 Main/Service Line Extension Area herein granted, and to otherwise assert the full measure of its jurisdiction over the Main/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 Main/Service Line Extension Agreement, any severability clause in this agreement to the contrary notwithstanding; should this provision, at the request of the CNG, any agent, officer, official or employee of CNG, or any person or entity acting in concert with CNG, be struck down, ruled unenforceable or ineffective, or in any manner limited, this agreement shall be void and the Main/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 25<sup>th</sup> day of September, 2007.

SWINOMISH INDIAN TRIBAL COMMUNITY

BY: Brian Cladoosby

Title: Chairman



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Skagit County Auditor

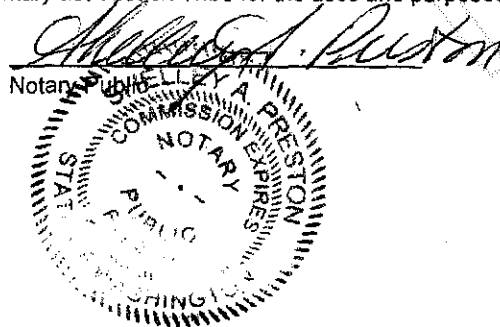
ACKNOWLEDGMENT 3/19/2008 Page 3 of 8 10:37AM

STATE OF WASHINGTON )  
COUNTY OF SKAGIT )

BEFORE ME, a Notary Public, in and for said County and State, on this 25<sup>th</sup> day of September 2007, 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 Natural Gas Main/Service Line Agreement as his free and voluntary act of such Tribe for the uses and purposes set forth in the Agreement.

My commission expires:

June 19, 2010.



CASCADE NATURAL GAS

By

DANIEL E. MEREDITH

SR. DIR. SAFETY & ENGR

ACKNOWLEDGMENT

STATE OF WASHINGTON )

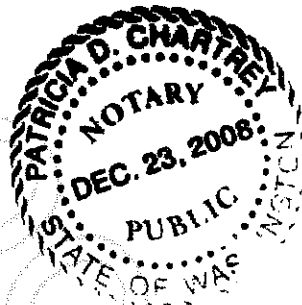
COUNTY OF KING )

BEFORE ME, a Notary Public, in and for said County and State, on this 6 day of SEPTEMBER, 2007, personally appeared DANIEL E. MEREDITH, and who acknowledged that s/he is and was at the time of signing the same, SR. DIR. SAFETY & ENGR. of Cascade Natural Gas; and s/he personally acknowledged to me that s/he executed the foregoing Natural Gas Main/Service Line Agreement as his/her free and voluntary act of such corporation for the uses and purposes set forth in that Agreement.

Patricia D. Chartrey  
Notary Public

My commission expires:

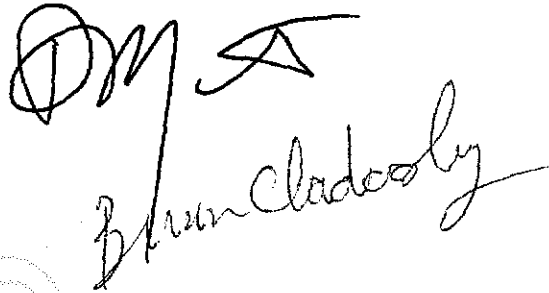
12/23/2008



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Exhibit "A"

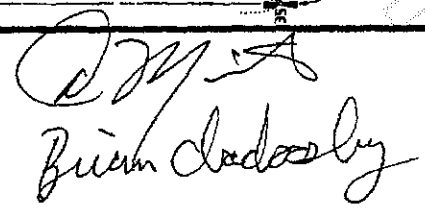
A strip of land over and adjacent to Parcels "A", "B", and "C" of Swinomish Allotment T1003 as shown on the survey filed under Skagit County Auditor's Number 9105240034, located in Township 34 North, Range 2 East, Section 36, W.M.

  
Brian Cladoosy



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Skagit County Auditor



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Skagit County Auditor  
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## Exhibit C

Service Line Area


2008

# Tract 11

price | A



1. **Introduction**

 Swinomish Indian Tribal Community  
Office of Planning & Community Development  
0507 | [gis@swinomishtribe.com](mailto:gis@swinomishtribe.com) | [www.swinomishtribe.com](http://www.swinomishtribe.com) | EAF

This map is not intended to reflect the exterior boundaries of the Swinomish Indian Reservation and the Swinomish Indian Tribal Community makes no claim as to the completeness, accuracy or content of any data contained herein.

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**Abstract**

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Skagit County Auditor



## *Swinomish Tribal Recording Clerk Certification*

<b>Document Type</b>	Agreement
<b>Source Doc.</b>	
<b>Grantor</b>	Swinomish Indian Tribal Com
<b>Grantee</b>	Cascade Nat. Gas Corp.,
<b>Filer</b>	Elissa Fjellman-Planning
<b>Comment</b>	Service Line Agreement Legal Cont: per AF#9105240034, in T34N, R2E, SEC36, WM
<b>Legal</b>	Parc. A, B, C of Swin Allot: T10
<b>Parcel Number</b>	
<b>File Number</b>	2008-01-31-003

Swinomish Indian Tribal Community )

)Ss.

Swinomish Indian Reservation )

I certify that the attached is a true and correct copy of a document received for recording

Given under my hand and seal this 31 day of January, 2008

(SEAL) \_\_\_\_\_

(Signature) Blair Page

(Date) 1/31/08

Thursday, January 31, 2008



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