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Skagit County Auditor

2/16/2018 Page

1 of

6 1:56PM

\$79.00

Document Title:

Easement

GUARDIAN NORTHWEST TITLE CO.  
ACCOMMODATION RECORDING ONLY

Reference Number : N/A

Grantor(s):

☐ additional grantor names on page \_\_\_\_

1. SWINOMISH INDIAN TRIBAL COMMUNITY

2.

Grantee(s):

☐ additional grantee names on page \_\_\_\_

1. PUGET SOUND ENERGY, INC.

2.

Abbreviated legal description:

☒ full legal on page(s) 1.

PTN GL 7, NW36-34N-02E

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page \_\_\_\_

P20869 (340236-0-009-0007)

M10113

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: ROW Department  
1660 Park Lane  
Burlington, WA 98233

**ELECTRIC SERVICE LINE AGREEMENT**

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CONSENTOR: **SWINOMISH INDIAN TRIBAL COMMUNITY**  
CONSENTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN GL 7, NW36-34N-02E**  
Tax Parcel: **PTN SWINOMISH ALLOTMENT 122-T1003**

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** ("Tribe" herein) and **PUGET SOUND ENERGY, INC., a Washington Corporation** ("PSE" herein), hereby agree as follows:

PSE, exclusively 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:

**A PORTION OF GOVERNMENT LOT 7 OF SECTION 36, TOWNSHIP 34, RANGE 2 EAST, WILLAMETTE MERIDIAN, SKAGIT COUNTY, WASHINGTON, SHOWN IN EXHIBIT A.**

**SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**

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 Agreement 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 PSE'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 "A" as hereto attached and by reference incorporated herein. This service line agreement description may be superseded at a later date with a surveyed description provided at no cost to PSE.**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 Agreement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of distribution and sale of electricity across the Property for the exclusive purpose of providing electrical service to the Swinomish Fitness Center and the Swinomish Medical Clinic. Such systems may include, but are not limited to:

**Underground facilities:** Conduits, lines, cables, vaults, switches and transformers for electricity, fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing, **provided that PSE shall**

**not allow use of any fiber optic cable except for operation, maintenance, and data acquisition with respect to PSE's electric facilities without the written consent of Tribe.**

**Overhead facilities.** Poles and other support structures with crossarms, braces, guys and anchors; electric distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing; ***provided that Grantee shall not allow use of any fiber optic cable except for operation, maintenance, and data acquisition with respect to Grantee's electric facilities without the written consent of Grantor.***

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional lines as it may require for such systems. PSE will provide drawings to the Swinomish Land Management Department showing any such changes to the service line location. PSE shall have the right of access to the Service Line Agreement Area over and across the Property to enable PSE to exercise its rights hereunder. PSE shall compensate 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 Landowners 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 Swinomish Indian Tribal Community's jurisdiction, dominion or control, whether civil, criminal, regulatory, adjudicatory, licensing, taxation or otherwise, 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.

12. **Subject to conditions of 25 CFR Part 169.**

DATED this 6<sup>th</sup> day of February, 2018

**SWINOMISH INDIAN TRIBAL COMMUNITY**

BY: Brian Cladoosby  
Brian Cladoosby, Chairman

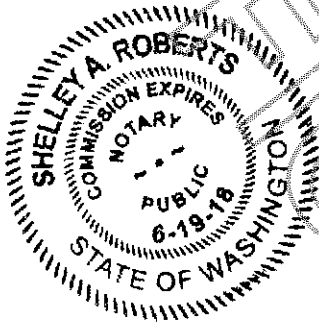
**PUGET SOUND ENERGY, INC.**

By: Darby Broyles  
Darby Broyles, Supervisor Real Estate

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SKAGIT )

On this 14 day of February, 2018, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Brian Cladoosby, to me known to be the Chairman of The Swinomish Indian Tribal Community, the entity that executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Shelley A. Roberts  
(Signature of Notary)  
Shelley A. Roberts  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at mt. vernon, wa

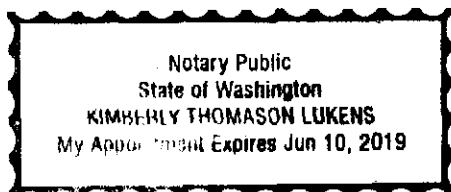
My Appointment Expires: 6-19-18

Notary seal, text and all notations must not be placed within 1" margins

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

On this 13 day of February, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DARBY BROYLES, to me known to be the person who signed as Supervisor Real Estate, of PUGET SOUND ENERGY, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed and the free and voluntary act and deed of PUGET SOUND ENERGY, INC., for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument on behalf of said PUGET SOUND ENERGY, INC.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

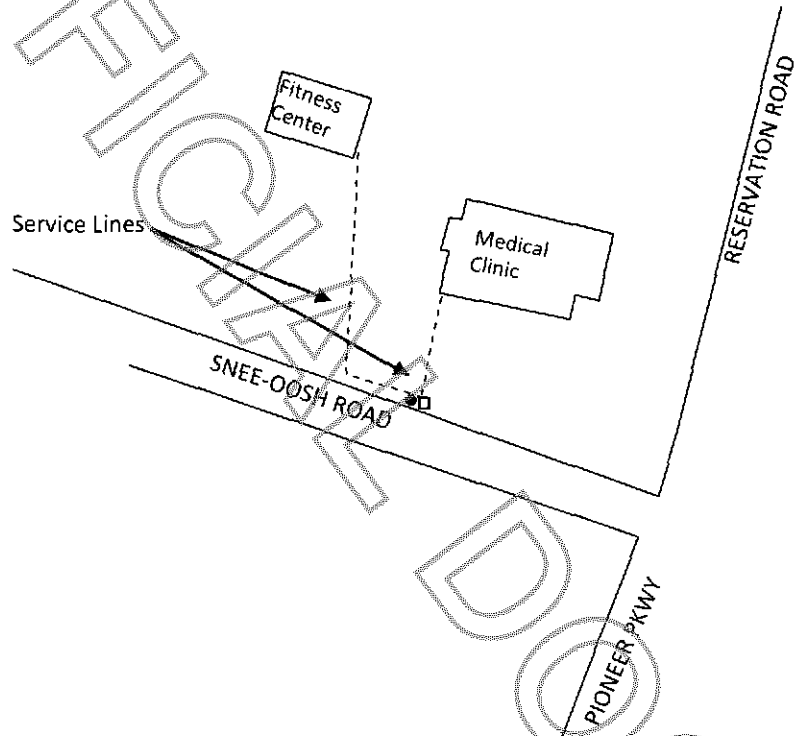


Kimberly Thomason Lukens  
(Signature of Notary)  
Kimberly Thomason Lukens  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington, residing at Skagit  
My Appointment Expires: 6-10-2019

Notary seal, text and all notations must not be placed within 1" margins

Monetary consideration not paid

Exhibit "A"



Not to scale