



200009250102

, Skagit County Auditor

9/25/2000 Page 1 of 3 3:07:16PM

RETURN ADDRESS:

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

SERVICE LINE AGREEMENT

FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

M7386

REFERENCE #:

GRANTOR: ^{RI} SWINOMISH TRIBAL COMMUNITY

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: Ptn. Gov. Lot 7, Sec. 36, Twp. 34 N., Rng. 2 E., W.M.

ASSESSOR'S PROPERTY TAX PARCEL: P-20869

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **SWINOMISH TRIBAL COMMUNITY** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in Skagit County, Washington:

THE WEST 411.00 FEET (AS MEASURED PERPENDICULAR TO THE WEST LINE) OF GOVERNMENT LOT 7, SECTION 36, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., LYING NORTHERLY OF SNEE-OOSH ROAD, AND WESTERLY OF RESERVATION ROAD. (ALSO KNOWN AS DEVELOPMENT WA23-16)

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

A STRIP OF LAND BEING 10 FEET BY 20 FEET, LYING ADJACENT TO, CONTIGUOUS WITH AND WEST AND SOUTH OF THE EXISTING 10 FOOT WIDE UTILITY EASEMENT GRANTED BY GRANTOR BY EASEMENT DATED MARCH 17, 1993 AND RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9305110095 AND AS MORE PARTICULARLY DEPICTED ON THE DRAWING MARKED EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes 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; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing; and.

b. 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, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee 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. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

No monetary consideration was paid

4. **Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

5. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

6. **Successors and Assigns.** Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 18th day of September, 2000.

GRANTOR:
SWINOMISH TRIBAL COMMUNITY

BY: John Petrich Jr.

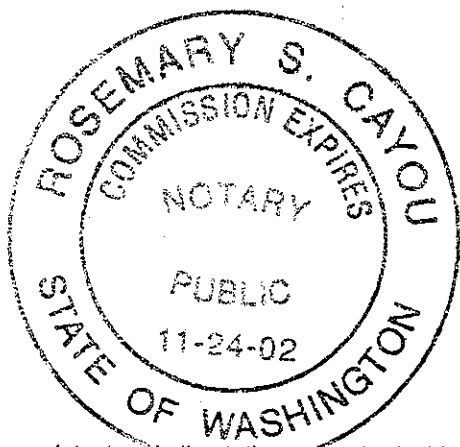
TITLE: Exec. Dir., Swinomish Housing Authority

*RC Executive Director of the
Swinomish Housing Authority*

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this day personally appeared before me John Petrich Jr., to me known to be the ~~Senate Chairman of the~~ **SWINOMISH TRIBAL COMMUNITY**, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Tribal Community, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 18th day of September 2000.



Notary seal, text and all notations must be inside 1" margins

Rosemary S. Cayou
Print Name: Rosemary S. Cayou
Notary Public in and for the State of Washington
Residing at LaConner
My commission expires 11-24-2002

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

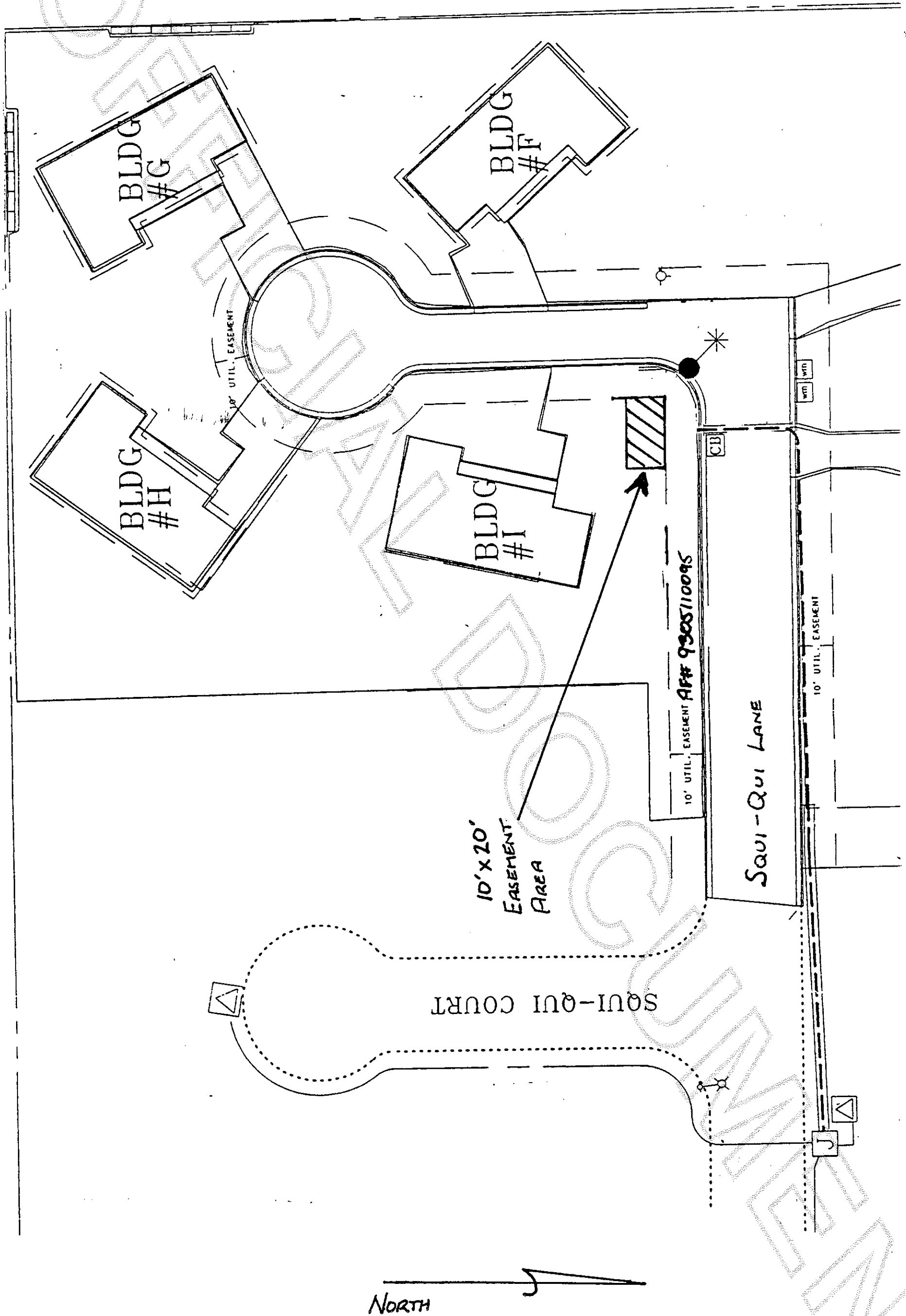
SEP 25 2000

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



200009250102
Skagit County Auditor

EXHIBIT "A"



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Skagit County Auditor

UNOFFICIAL DOCUMENT