



200710150142

Skagit County Auditor

10/15/2007 Page

1 of

5 11:30AM

RETURN ADDRESS:

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

ELECTRIC SERVICE LINE AGREEMENT**GUARDIAN NORTHWEST TITLE CO.****CONSENTOR: SWINOMISH INDIAN TRIBAL COMMUNITY****CONSENTEE: PUGET SOUND ENERGY, INC.****SHORT LEGAL: Tract 39 Tallawhalt Phase 1****ASSESSOR'S PROPERTY TAX PARCEL: Portion P20867 + 20911****ACCOMMODATION RECORDING ONLY**

M9110-1

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:

TRACT 39 AS SHOWN ON THAT CERTAIN SURVEY OF TALLAWHALT PHASE 1 AS RECORDED UNDER AUDITOR'S FILE NO. 200708160141; BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 2 EAST W.M.

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 Extension Area" herein) described as follows: the location, size and extent of which service line is shown on Exhibit "A" as hereto attached and by reference incorporated herein.

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 as shown on Exhibit "A" 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 This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.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:

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 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.

Electrical Service Line Agreement
65454/105045648
NW 36-34-2

No monetary consideration paid

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. Trees Outside Service Line Extension Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Service line extension area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. 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. The Tribe shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. 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 with 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. 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 natural gas, television, telephone, and data.

5. 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.

6. 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.

7. 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.

8. 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 with 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.

9. 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.

10. 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.

11. 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, 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.

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

DATED this 27th day of September, 2007.

SWINOMISH INDIAN TRIBAL COMMUNITY

BY: Barbara J. James

Title: Vice-Chair

STATE OF WASHINGTON)

COUNTY OF SKAGIT) ss
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On this 27th day of September, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Barbara James, to me known to be the person who signed as Vice Chairwoman of the Swinomish Tribal Senate and acknowledged said Electrical Service Line Agreement to be his/her free and voluntary act and deed and the free and voluntary act and deed of the Swinomish Tribal Senate for the uses and purposes therein mentioned; and stated that he was authorized to execute the said instrument on behalf of said the Swinomish Tribal Senate.

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

Shelley A. Preston

(Signature of Notary)

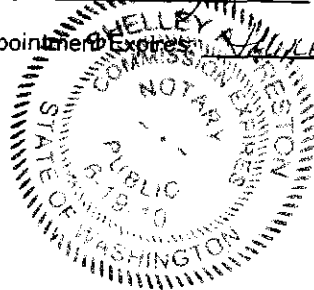
Shelley A. Preston

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,

Residing at Bellingham

My Appointment Expires: June 19, 2010



PUGET SOUND ENERGY, INC.

BY: Pat Sneeringer

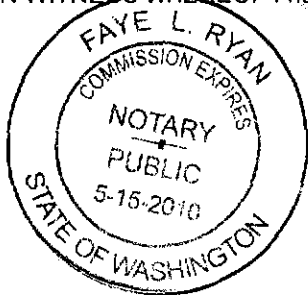
Title: Supervisor Right of Way North

STATE OF WASHINGTON)

COUNTY OF)
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On this 2nd day of October, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patricia Sneeringer, to me known to be the person who signed as Supervisor, Right of Way North for Puget Sound Energy and acknowledged said Electrical Service Line Agreement to be his/her free and voluntary act and deed and the free and voluntary act and deed of Puget Sound Energy for the uses and purposes therein mentioned; and stated that he was authorized to execute the said instrument on behalf of said Puget Sound Energy.

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



Faye L. Ryan
(Signature of Notary)

Faye L. Ryan
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
Residing at Stanwood

My Appointment Expires: 5/15/2010



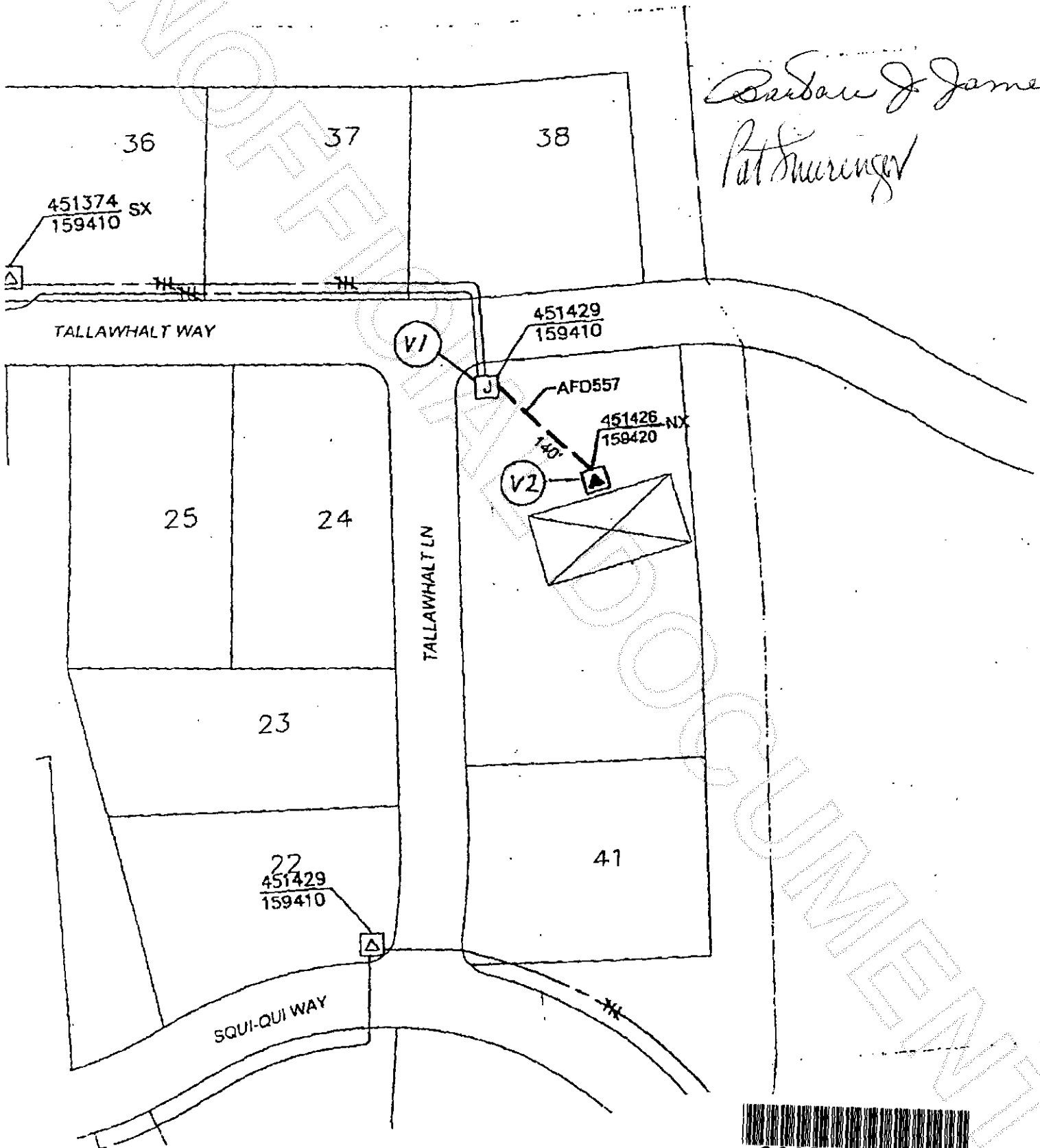
EXHIBIT A

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1-06-2007 06:48 From-PSE WYVOFC

Barbara J. James
Pat Murringer



200710150142
Skagit County Auditor