

**RETURN ADDRESS:**

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



200812080088  
Skagit County Auditor

12/8/2008 Page 1 of 6 1:38PM

**TEMPORARY ELECTRIC SERVICE LINE AGREEMENT  
ACCOMMODATION RECORDING ONLY**

GUARDIAN NORTHWEST TITLE CO

**CONSENTOR: LANDOWNERS OF LOTS 4 AND 15 OF THE DOCTOR JOE WATERFRONT TRACTS, DIVISION 1, SWINOMISH ALLOTMENT 43**

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

**SHORT LEGAL: A portion of Lots 4 and 15 of the Doctor Joe Waterfront Tracts, Division 1** *P110631*

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **LANDOWNERS OF LOTS 4 AND 15 OF THE DOCTOR JOE WATERFRONT TRACTS, DIVISION 1, SWINOMISH ALLOTMENT 43** (hereinafter "LANDOWNERS"), and **PUGET SOUND ENERGY, INC.**, a Washington Corporation (hereinafter "PSE"), 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, across and through the following described real property ("Property" herein) in Skagit County, Washington:

**SEE ATTACHED EXHIBIT "A", WHICH IS INCORPORATED HEREIN BY REFERENCE.**

PSE and/or its contractor shall construct and maintain the electric service line and all related structures or equipment upon the Property in the location that is shown on attached Exhibit "B", which is incorporated herein by reference. Exhibit "B" may be superseded at a later date with a surveyed description.

As used in this Agreement, the term "Service Line Agreement Area" means 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 or as will be constructed within the Property, as shown on and in accordance with the attached Exhibit "B".

**1. Purpose.** PSE and/or its contractor shall have the right to use the Service Line Agreement 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 distribution of electricity to a pole owned by the Swinomish Tribal Utility Authority to energize a Utility Authority STEP septic tank as shown on Exhibit "B". 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 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

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

*No monetary consideration paid*

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 and/or its contractor may, from time to time, construct such additional facilities as it may require for such systems solely for the purpose of distribution of electricity to the Swinomish Tribal Utility Authority to energize a STEP septic tank as shown on and in accordance with Exhibit "B". PSE and/or its contractor 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 the Landowners for any damage to the Property, shall compensate the Swinomish Indian Tribal Community (hereafter "Tribe") for any damage to Tribal assets on the Property, and shall compensate the tenants of Lots 4 and 15 for any damage to personal property caused by the exercise of such right of access by PSE.

**2. Service Line Extension Area Clearing and Maintenance.** PSE and/or its contractor shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Service Line Agreement Area. PSE and/or its contractor shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give the Landowners prior notice that such trees will be cut, trimmed, removed or disposed of prior to removing any trees (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 and/or its contractor 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 Agreement Area.

**3. Trees Outside Service Line Agreement Area.** PSE and/or its contractor shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Service line agreement area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE and/or its contractor shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give the Landowners prior notice that such trees will be cut, trimmed, removed or disposed of and shall obtain any necessary permits from the Tribe prior to removing any trees (except that PSE shall have no obligation to identify such trees or give the Landowners such prior notice or obtain any permits when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions, but in such circumstances PSE shall mitigate the impacts of its action as required by the Tribe). The Landowners 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 Landowners' Use of Service Line Agreement Area.** The Landowners reserve the right to use the Service Line Agreement Area for any purpose not inconsistent with the rights herein granted and PSE agrees to not interfere with the use of the Service Line Agreement Area by or under the authority of the Landowners for any purpose not inconsistent with the primary purpose for which the Service Line Agreement is granted; provided, however, the Landowners shall not construct or maintain any buildings, structures or other objects on the Service Line Agreement Area. The Landowners' use of the Service Line Agreement Area may include, but is not limited to, use for an existing or future Tribal or Bureau of Indian Affairs roadway and for the installation, operation and transmission of utility services by third parties, including Tribal utilities, water, sewer, natural gas, television, telephone, and data.

**5.** PSE and/or its contractor shall construct and maintain the service line in a workmanlike manner. The service line and facilities installed and constructed shall conform in all respects to the attached Exhibit "B".

**6.** Before beginning any construction work, PSE and/or its contractor shall obtain all necessary permits, including all Tribal permits, in connection with the construction, operation and maintenance of the service line extension (including any clearing described in paragraphs 2 or 3 of this Agreement) and shall comply with any and all conditions of said permits, including installation and construction as represented in Exhibit "B" and in applicable site plans associated with approved Tribal permits, in addition to all other applicable Federal, Tribal and State laws. PSE and/or its contractor must

07772-0358/LEGAL14670685.1



200812080088

Skagit County Auditor

comply with all directives from the Swinomish Tribal Office of Planning and Community Development. PSE shall not cut or remove any road surface without the prior written consent of the Tribe.

7. Prior to PSE and/or any PSE contractor undertaking any construction or any work that results in any change to an approved location or existing facility as specified in Exhibit "B" or in approved site plans under Tribal permits, PSE shall physically stake out on the ground (or shall inspect and accept such staking as may be undertaken by or on behalf of the tenant of Lot 4 and/or 15) the intended location of the line and any facility. In the event that, after execution of this service line agreement, PSE seeks to make any changes in the location, size and extent of the service line and/or any related structures or equipment that are shown on Exhibit "B" attached hereto, then PSE must provide the Tribe and the Landowners with a revision to Exhibit "B" showing all such requested changes and must negotiate an amended service line agreement with the Landowners. Any and all construction by PSE or its agents must conform strictly to the attached Exhibit "B" unless and until an amended service line agreement with a revised Exhibit "B" is executed by the Landowners and PSE; provided, however, that should changes become necessary after initiating construction as a result of encountering conditions in the field that were not foreseen and that could not reasonably have been foreseen, PSE and/or its contractor shall provide to the Landowners and to the Tribe a revision to Exhibit B showing all such changes requested and must obtain the written consent of Landowners to such changes before undertaking further construction or other work resulting in such changes, which consent shall not be unreasonably withheld, conditioned or delayed. PSE shall promptly prepare and execute an amended service line agreement with the Landowners to reflect such changes. If the Landowners withhold such consent or refuse such agreement, PSE shall have no obligation to provide electric service.

8. PSE owes no compensation to the Landowners, the Tribe or third parties for the rights to use the Service Line Agreement Area pursuant to this Agreement. PSE shall pay promptly all compensation for damages determined by a court of competent jurisdiction in a final judgment to be due the Landowners and any authorized users of the Service Line Agreement Area for loss of life, personal injury and property damage to the extent caused by wrongful actions or failures to act of or attributable to PSE or its contractors in the survey, construction and maintenance of the service line or the occupancy or use of the Service Line Agreement area by PSE or its contractors, subcontractors and their respective employees and agents.

9. PSE agrees to indemnify, defend and hold harmless the Landowners, and authorized users of the Service Line Agreement Area against any liability for loss of life, personal injury and property damage to the extent caused by the wrongful actions or failures to act of or attributable to PSE in the survey, construction and maintenance of the service line or the occupancy or use of the Service Line Agreement area by PSE or its contractors, subcontractors and their respective employees and agents: Provided, however, that nothing herein shall require PSE to indemnify, defend, and hold the Landowners, and authorized users harmless for any such liability attributable to the negligence of the Landowners, authorized users or the negligence of others not specifically named in this paragraph.

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

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

12. **Abandonment.** The rights herein granted shall continue until the earlier of such time as either (a) this temporary agreement is replaced and superseded by a long-term Electric Service Line Agreement between Landowners and PSE concerning the same subject matter, or (b) PSE ceases to use the Service Line Agreement Area for a period of two (2) successive years, in which event, this Service Line Agreement shall terminate and all rights hereunder, and any improvements remaining in the Service

0772-0358/LEGAL14670685.1



200812080088  
Skagit County Auditor

12/8/2008 Page

3 of

6 1:38PM

Line Agreement Area, shall revert to or otherwise become the property of the Landowners; 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 Agreement Area within any period of time from the date hereof.

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

DATED this 28<sup>th</sup> day of October, 2008.

**LANDOWNERS OF SWINOMISH ALLOTMENT 43:**

BY: Brian Cladoosby

Print Name: Brian Cladoosby

BY: Robert J. Stephens

Print Name: Robert J. Stephens

**PUGET SOUND ENERGY, INC.**

By [Signature]  
Print Name: PAT SNEERINGER

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

DEC 08 2008

**ACKNOWLEDGMENT**

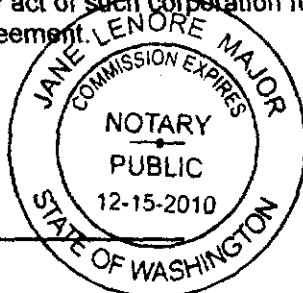
STATE OF WASHINGTON )  
COUNTY OF SKAGIT )

Amount Paid \$ 0  
By [Signature] Skagit Co. Treasurer Deputy

BEFORE ME, a Notary Public, in and for said County and State, on this 28<sup>th</sup> day of October, 2008, personally appeared PAT 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 cooperation for the uses and purposes set forth in the Electric Service Line Agreement.

My commission expires:

12-15-2010



[Signature]  
Notary Public



ACKNOWLEDGMENT

STATE OF WASHINGTON )  
COUNTY OF SKAGIT )

BEFORE ME, a Notary Public, in and for said County and State, on this 28<sup>th</sup> day of OCTOBER, 2008, personally appeared Brian Cadoosky, 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.

Melley A. Preston  
Notary Public

My commission expires:

6-19-2010

ACKNOWLEDGMENT

STATE OF WASHINGTON )  
COUNTY OF SKAGIT )

BEFORE ME, a Notary Public, in and for said County and State, on this 28<sup>th</sup> day of OCTOBER, 2008, personally appeared John Stephens For Robert, 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.

Melley A. Preston  
Notary Public

My commission expires:

6-19-2010



**Exhibit "A"**

A strip of land over and adjacent to Lots 4 and 15 of the Doctor Joe Waterfront Tracts, Division 1, located in the in Section 3, Township 33 North, Range 2 East, W.M., more specifically shown on the attached Exhibit "B".



200812080088

Skagit County Auditor