



201107050139

Skagit County Auditor

7/5/2011 Page 1 of 5 1:49PM

**RETURN ADDRESS:**

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

**ELECTRIC SERVICE LINE AGREEMENT**

WADDIAN NORTHWEST TITLE CO.  
ACCOMMODATION RECORDING ONLY

CONSENTOR: **SWINOMISH INDIAN TRIBAL COMMUNITY**  
CONSENTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **NE 1/4 of NW 1/4 of 35-34-2 (a portion of Swinomish Allotment 122-34-6)**

M9575

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:

**THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 2 E., 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:

**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 - the location, size and extent of which service line is 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 This easement description may be superseded at a later date with a surveyed description provided at no cost to PSE.**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:

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 but only as necessary for the purposes of electrical transmission and distribution; transformers, street lights, 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; and.

b. **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

Electric Service Line Agreement  
Swinomish 2007  
NW 35-34-2  
RW-077350/105063868

No monetary consideration paid

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 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 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.

**5.** PSE shall construct and maintain the service line extension in a workmanlike manner. The service line and facilities installed and constructed shall conform in all respects to the attached Exhibit "A".

**6.** Before beginning any construction work, PSE 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 any and all conditions of said permits, including installation and construction as represented in Exhibit "A" and applicable site plans associated with approved Tribal permits, and shall comply with all applicable Federal, Tribal and State laws. PSE must 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 undertaking any construction or any work that results in any change to an approved location or existing facility as specified in Exhibit "A" 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 Tribe) 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 "A" attached hereto, then PSE must provide the Tribe with a revision to Exhibit "A" showing all such requested changes and must negotiate an amended service line agreement with the Tribe. Any and all construction by PSE or its agents must conform strictly to the attached Exhibit "A" unless and until an amended service line agreement with a revised Exhibit "A" is executed by the Tribe 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 shall provide to the Tribe a revision to Exhibit "A" showing all such changes requested and must obtain the written consent of the Tribe 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 Tribe to reflect such changes. If the Tribe withholds such consent or refuse such agreement, PSE shall have no obligation to provide electric service.



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8. PSE owes no compensation to the Tribe or third parties for the rights to use the Service Line Agreement Area pursuant to this Agreement. PSE shall pay promptly all damages and compensation determined by a court of competent jurisdiction in a final judgment to be due the Tribe and any authorized users of the Service Line Extension 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 in the survey, construction and maintenance of the service line extension, or the occupancy or use of the Service Line Agreement area by PSE, its contractors, subcontractors and their respective or its employees and agents.

9. 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 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 extension or the occupancy or use of the Service Line Extension Area 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.

10. 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.

11. 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 7<sup>th</sup> day of June, 2011.

SWINOMISH INDIAN TRIBAL COMMUNITY

BY: Brian Chadders

Title: Chairman

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUL 05 2011

STATE OF WASHINGTON

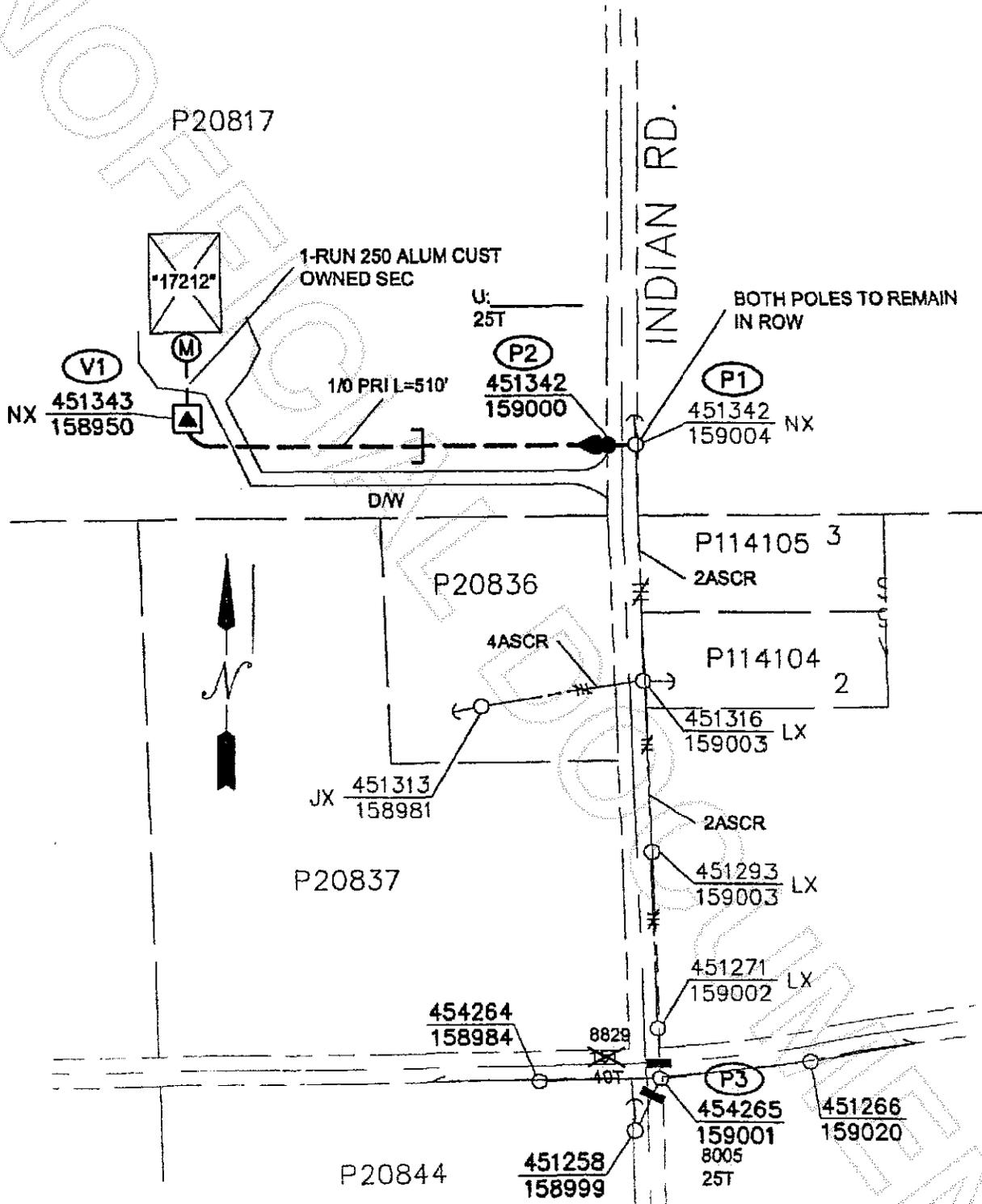


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Amount Paid \$           
Skagit Co. Treasurer  
By mm Deputy



EXHIBIT "A"



Situate in the County of Skagit



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