



Skagit County Auditor
11/23/2015 Page

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\$77.00
5 1:41PM

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Darby Broyles
1660 Park Lane
Burlington, WA 98233



ANCHOR AGREEMENT

ORIGINAL

REFERENCE #: 8201140049
GRANTOR (Owner): SWINOMISH INDIAN TRIBAL COMMUNITY
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: TRACT D, SURVEY AFN 200705300077 GUARDIAN NORTHWEST TITLE CO.
ASSESSOR'S PROPERTY TAX PARCEL: P123430 (340208-4-002-0200) m4404

ACCOMMODATION REQUEST ONLY

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **SWINOMISH INDIAN TRIBAL COMMUNITY**, a federally recognized Indian Tribe ("Owner" herein) hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in Skagit County, Washington:

TRACT D, OF THAT SURVEY RECORDED MAY 30, 2007, UNDER AUDITOR'S FILE NO. 200705300077, BEING A RE-SURVEY OF TRACTS A, B, C, D AND E OF BOUNDARY LINE ADJUSTMENT (SURVEY), AUDITOR'S FILE NO. 200505110080, RECORDS OF SKAGIT COUNTY, STATE OF WASHINGTON.

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

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove or upgrade one or more guy wires and anchors together with any and all necessary or convenient appurtenances thereto. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement. Owner shall be entitled to compensation for damage to the Property caused by the exercise of such right of access by PSE.

2. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, that Owner shall not construct or maintain any building or other structure on the Easement Area.

3. Successors and Assigns. PSE 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 be binding upon their respective successors and assigns.

4. Restoration. Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work, unless said work was done at the request of Owner, in which case

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NO COMPENSATION PAID

Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

5. Indemnity. PSE agrees to indemnify, defend and hold harmless the Tribe and authorized users of the Anchor Agreement Area against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the Anchor Agreement 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.

6. Abandonment. The rights herein granted shall continue until such time as PSE ceases to use the Anchor Agreement area for a period of two (2) successive years, in which event, this Anchor Agreement shall terminate and all rights hereunder, and any improvements remaining in the Anchor Agreement 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 Anchor Agreement Area within any period of time from the date hereof.

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

8. Termination. The rights herein granted shall continue until such time as either party terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

DATED this 3rd day of November, 2015.

OWNER:

SWINOMISH INDIAN TRIBAL COMMUNITY,
a federally recognized Indian Tribe

BY: 

ITS: Vice-Chair

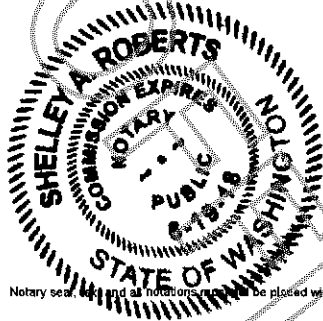
STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss

On this 3rd day of November, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Brian Porter to me known to be the person who signed as Vice-Chair of **SWINOMISH INDIAN TRIBAL COMMUNITY**, the federally recognized Indian Tribe that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **SWINOMISH**

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INDIAN TRIBAL COMMUNITY for the uses and purposes therein mentioned; and on oath stated that they are authorized to execute the said instrument on behalf of said SWINOMISH INDIAN TRIBAL COMMUNITY.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year 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, signature and all notations must be placed within 1" margins

EXHIBIT "A"

ATTACH SURVEYED EASEMENT DESCRIPTION

BEING A PORTION OF GOVERNMENT LOT 2, SECTION 8, TOWNSHIP 34 NORTH, RANGE 2 EAST OF THE W.M., SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY MARGIN OF SOUTH GREEN STREET AND THE SOUTHWESTERLY RIGHT OF WAY MARGIN OF SATTERLEE ROAD (AKA FAIRWAY DRIVE); THENCE S53°32'38"E 275.00 FEET ALONG SAID RIGHT OF WAY MARGIN OF SATTERLEE ROAD TO THE POINT OF BEGINNING; THENCE SOUTH 42 FEET; THENCE EAST 29 FEET; THENCE NORTH 36.72 FEET TO THE SOUTHEASTERLY RIGHT OF WAY MARGIN OF SATTERLEE ROAD; THENCE S76°21'16"W 16.93 FEET ALONG SAID SOUTHEASTERLY RIGHT OF WAY MARGIN; THENCE N53°32'38"W 15.60 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY MARGIN OF SATTERLEE ROAD TO THE POINT OF BEGINNING.

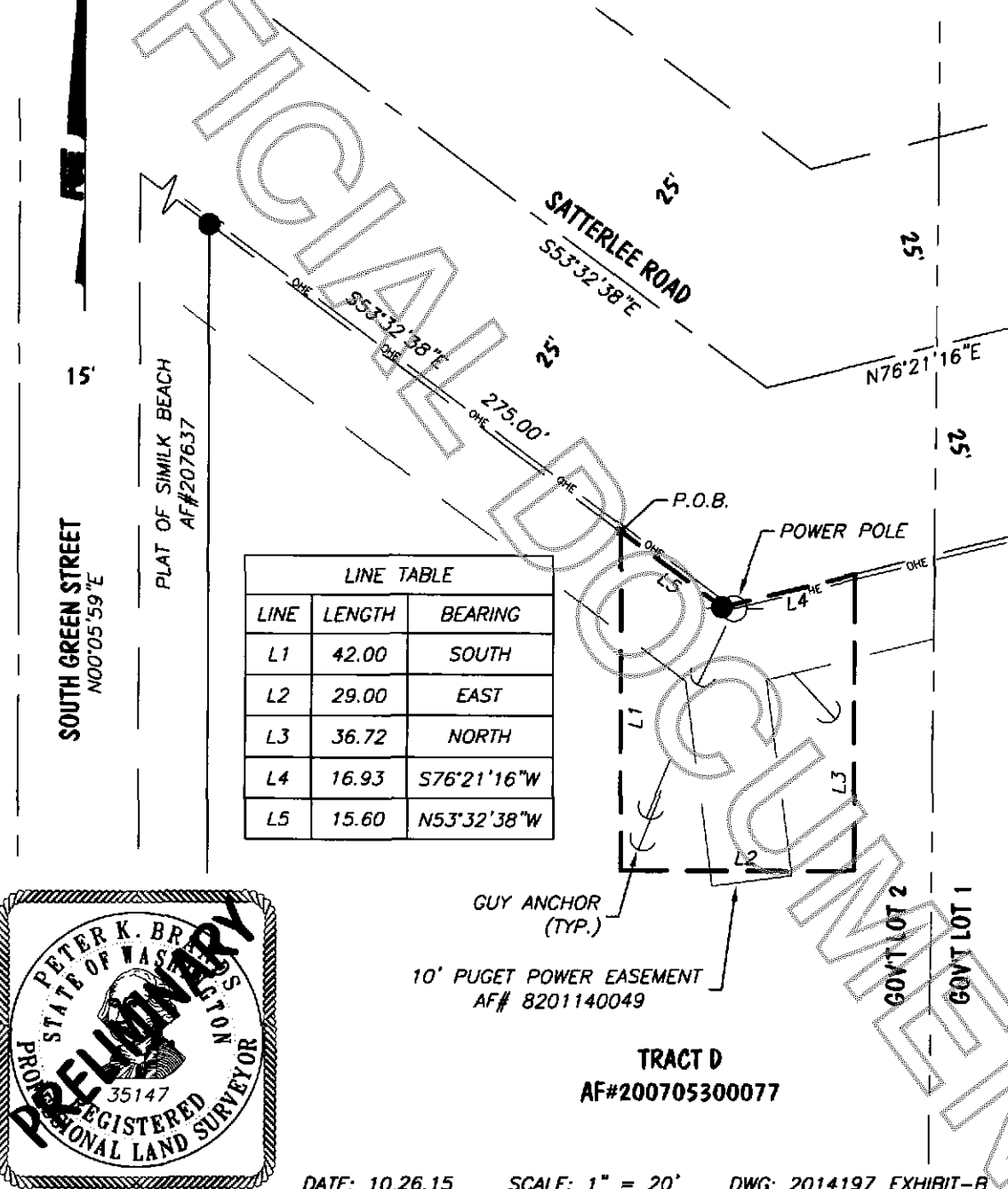
CONTAINING 1,040 SQUARE FEET MORE OR LESS.



EXHIBIT B

SITUATE IN A PORTION OF THE SE 1/4 OF SECTION 8, TOWNSHIP 34 NORTH,
RANGE 2 EAST, W.M., SKAGIT COUNTY, WASHINGTON

● = #5 REBAR & 2" ALUM. CAP PLS#35147



TRACT D
AF#200705300077