

**RETURN ADDRESS:**

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



201606200228

Skagit County Auditor

\$75.00

6/20/2016 Page

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3 3:42PM



**ELECTRIC EASEMENT AGREEMENT**

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

**REFERENCE #:**

**GRANTOR (Owner):**

**SWINOMISH INDIAN TRIBAL COMMUNITY**

**GRANTEE (PSE):**

**PUGET SOUND ENERGY, INC.**

**SHORT LEGAL:**

**PTN TRACTS C, D & E, SURVEY AFN 200705300077**

**ASSESSOR'S PROPERTY TAX PARCEL: P123428, P123429, P123430**

MA435

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:

**IN GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 34 NORTH, RANGE 2 EAST, TRACTS B, C & 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 as follows:

**THAT PORTION OF PROPERTY WITHIN THE ABOVE DESCRIBED PARCEL BEING A STRIP OF LAND 6 (SIX) FEET WIDE LYING PARALLEL WITH AND COINCIDENT TO THE SOUTHERLY MARGIN OF SATTERLEE ROAD.**

**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 poles and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

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.

NO COMPENSATION PAID

SKAGIT COUNTY WASHINGTON

REAL ESTATE EXCISE TAX

EASEMENT

JUN 20 2016

RW- 095883 1094546  
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Amount Paid \$  
Skagit Co. Treasurer  
By HBS Deputy

**3. Easement Area Clearing and Maintenance.** PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, 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.

**4. 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.

**5. 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 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.

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

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

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

DATED this 7 day of June, 2016.

OWNER:

**SWINOMISH INDIAN TRIBAL COMMUNITY,**  
a federally recognized Indian Tribe

BY: Brian Cloddesly

TITLE: Chairman

GRANTEE:

**Puget Sound Energy**

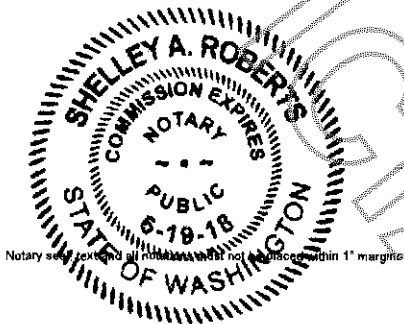
BY: Daly MN Singh  
TITLE: Supervisor Real Estate

STATE OF WASHINGTON )

COUNTY OF SKAGIT ) SS

On this 7<sup>th</sup> day of June, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Brian Cladoosby chairman, to me known to be the person who signed as chairman 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 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.



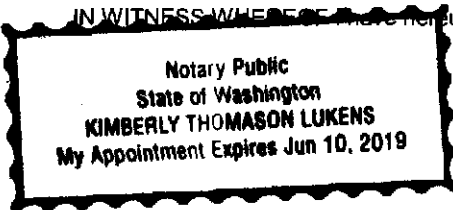
Shelley A. Roberts  
(Signature of Notary)  
Shelley A. Roberts  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at mt. Vernon, WA

My Appointment Expires: 6-19-18

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) SS

On this 13 day of June, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Darby M.H. Broyles Superintendent, to me known to be the person who signed as Superintendent of PUGET SOUND ENERGY, 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 PUGET SOUND ENERGY for the uses and purposes therein mentioned; and on oath stated that they are 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.



Kimberly Thomason Lukens  
(Signature of Notary)  
Kimberly Thomason Lukens  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Skagit

My Appointment Expires: 6-10-2019

Notary seal, text and all notations must not be placed within 1" margins