

Skagit County Auditor
9/6/2016 Page

1 of 7 1:23PM \$79.00

RETURN ADDRESS:
Puget Sound Energy, Inc.
R/W Dept/Real Estate
1660 Park Lane
Burlington, WA 98233

Document Title: SERVICE LINE AGREEMENT

Reference Number:

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

Grantor(s):

☐ additional grantor names on page ____

1. UNITED STATES OF AMERICA IN TRUST FOR THE UPPER SKAGIT INDIAN TRIBE *109456*

2.

Grantee(s):

☐ additional grantee names on page ____

1. PUGET SOUND ENERGY, INC.

2.

Abbreviated legal description:

☐ full legal on page(s) ____

THAT PORTION OF GOVERNMENT LOT 5 IN SECTION 6, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., LYING WESTERLY OF PRIMARY STATE HIGHWAY NO. 1, SOUTHERLY OF THE BOW HILL ROAD, AND EASTERLY OF THE BOW HILL FRONTAGE ROAD.

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

ASSESSOR'S PROPERTY TAX PARCEL: P35847 (350406-0-009-0000)

TRUST TRACT: 130-T-1233

I, Darby Brayles, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$72.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed *Darby Brayles*

Dated 8/30/16

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 06 2016

Amount Paid \$
Skagit Co. Treasurer
By *mm* Deputy

RETURN ADDRESS:

Puget Sound Energy, Inc.
R/W Dept/Real Estate
1660 Park Lane
Burlington, WA 98233

SERVICE LINE AGREEMENT

REFERENCE #:

GRANTOR: UNITED STATES OF AMERICA IN TRUST FOR THE UPPER SKAGIT INDIAN TRIBE

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: PTN GL 5, Sec. 6, T 35 N, R 4 E., WM.

ASSESSOR'S PROPERTY TAX PARCEL: PTN P35847 (350406-0-009-0000)

TRUST TRACT: 130-T-1233

Term: Perpetual

For and in consideration of good and valuable consideration, the **UNITED STATES OF AMERICA IN TRUST FOR THE UPPER SKAGIT INDIAN TRIBE**, a federally recognized Indian Tribe ("Owner" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.** a Washington corporation ("PSE" herein), for the purposes herein set forth, a nonexclusive Electric Service Line Agreement over, under, along, across and through the following described real property ("Property" herein) in Skagit County, Washington:

THAT PORTION OF GOVERNMENT LOT 5 IN SECTION 6, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., LYING WESTERLY OF PRIMARY STATE HIGHWAY NO. 1, SOUTHERLY OF THE BOW HILL ROAD, AND EASTERLY OF THE BOW HILL FRONTAGE ROAD.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Electric Service Line Agreement 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 generally set out in Exhibit "A" as hereto attached and by reference incorporated herein. This Electric Service Line Agreement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

AND 62 Feet long.

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge and use the Electric Service Line Agreement area for one or more utility systems for purposes 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; semi-buried or ground-mounted facilities and pads, manholes, meters, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Monetary consideration not paid

PSE/Service Line Agreement

RW-096867/WO# 104283097

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Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Electric Service Line Agreement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee 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 Easement Area.

3. Grantor's Use of Electric Service Line Agreement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

4. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

5. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

6. Successors and Assigns. Grantee 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 inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 24 day of August, 2016

GRANTOR:

UNITED STATES OF AMERICA IN
TRUST FOR THE UPPER SKAGIT INDIAN TRIBE

By: _____

Its: Acting Superintendent

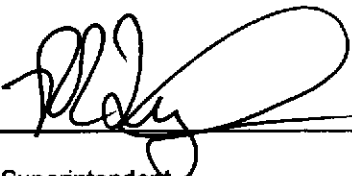
Upper Skagit Indian Tribe
Jennifer R. Washington
Chairwoman

Monetary consideration not paid

APPROVAL

This easement is approved by the U.S. Department of the Interior, Office of the Secretary of the Interior, pursuant to authority contained in _____.

DATE: 24 August 2016

By: 
ACTING Superintendent
Puget Sound Agency
Bureau of Indian Affairs, for the
Secretary of the Interior, acting
Under delegated authority

STATE OF WASHINGTON)

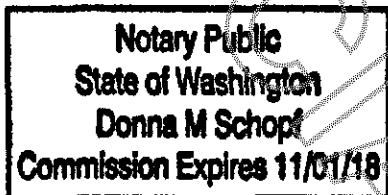
COUNTY OF)

Skagit

) ss.

On this 23rd day of August, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jennifer R. WASHINGTON to me known to be the Chairwoman of UPPER SKAGIT INDIAN TRIBE, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

GIVEN UNDER my hand and official seal the day this 23rd day of August, 2016.



Donna M Schopf
(Signature of Notary)

Donna M. Schopf
(Print or stamp name of Notary)

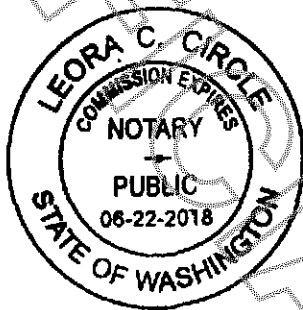
NOTARY PUBLIC in and for the State of Washington,
residing at Skagit County

My Appointment expires 11-1-2018

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOWHOMISH)

On this 24 day of August, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RICHARD FERGUSON, to me known to be the Superintendent of the Bureau of Indian Affairs, Puget Sound Agency, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

GIVEN UNDER my hand and official seal the day this 24th day of August, 2016.



Leora C Circle
(Signature of Notary)

LEORA C CIRCLE
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at EVERETT, WA

My Appointment expires 6/22/2018

EXHIBIT A

