

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Real Estate/Right-of-Way  
1660 Park Lane  
Burlington, WA 98233

**SERVICE LINE AGREEMENT**

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Josie L Bear  
DATE 09/08/2021

REFERENCE NO: N/A  
GRANTOR: **SAMISH INDIAN NATION**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: Ptn Lt 4 SP No. 96-103, in W 1/2 Government Lt 1, NE18-34N-02E  
ASSESSOR'S PROPERTY TAX PARCEL: P112745 (340218-0-001-0300)

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, **SAMISH INDIAN NATION**, a federally recognized Indian Tribe ("Grantor" 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:

**THAT PORTION OF LOT 4 OF SKAGIT COUNTY SHORT PLAT NO. 96-0103 ENTITLED "ALMIDA VISTA SHORT PLAT" APPROVED DECEMBER 15, 1997 AND RECORDED JANUARY 8, 1998 UNDER AF No. 9801080064 IN VOLUME 13 OF SHORT PLATS, PAGES 86 TO 88, RECORDS OF SKAGIT COUNTY, WA, LOCATED IN THE WEST 1/2 OF GOVERNMENT LOT 1, SECTION 18, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., LYING EAST OF HIGHWAY 20; EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY QUIT CLAIM DEED, UNDER SKAGIT COUNTY AUDITOR'S FILE No. 200712280081.**

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:

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

**1. Purpose.** Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge 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, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

**NO MONETARY CONSIDERATION PAID**

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. Easement 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. Trees Outside Easement Area.** Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor 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 Grantee.

**4. Grantor's Use of Easement 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.

**5. 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.

**6. 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.

**7. 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.

**8. Warranty and Representation of Authority.** Grantor represents and warrants that the person executing this Easement has the authority to do so and to bind Grantor hereunder. All consents, permissions and approvals related to entry into this Easement, and the obligations hereunder, have been obtained.

**9. The value of the improvement exceeds the value of the taking.**

**10. Subject to conditions of 25 CFR Part 169.**

**NO MONETARY CONSIDERATION PAID**

DATED this 8<sup>th</sup> day of September, 20 21.

**GRANTOR/LANDOWNER:**

SAMISH INDIAN NATION, a federally recognized Indian Tribe



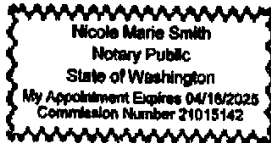
BY (print name): Thomas D. Wooster

ITS [print title]: Chairman

STATE OF WASHINGTON )  
COUNTY OF Skagit )SS

On this 8 day of September, 20 21, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared at 2118 Commercial Ave, to me known or proved by satisfactory evidence to be the person who signed as Tom Wooster of **SAMISH INDIAN NATION**, a federally recognized Indian Tribe who executed the within and 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 he/she was authorized to execute the said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Nicole Marie Smith  
(Signature of Notary)

Nicole Marie Smith  
(Print or stamp name of Notary)

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

My Appointment Expires: 4/16/2025

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

**NO MONETARY CONSIDERATION PAID**

**EXHIBIT "A"**  
(Easement Area)

AN EASEMENT AREA 10 FEET OR 20 FEET IN WIDTH, HAVING 5 FEET OR 10 FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

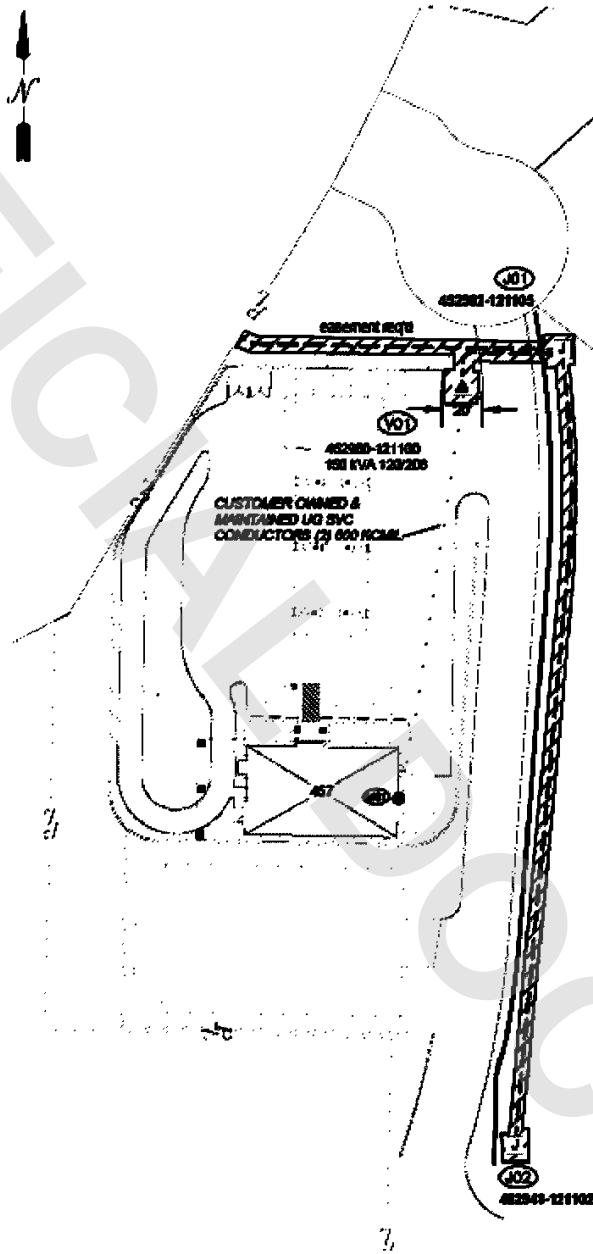
THE CENTERLINE OF GRANTEE'S FACILITIES AS CONSTRUCTED, TO BE CONSTRUCTED EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL;

THE WIDTH OF THE EASEMENT AREA IS 10 FEET, EXCEPT WHERE GRANTEE'S TRANSFORMER VAULT IS LOCATED, IN SUCH CASE THE EASEMENT AREA IS WIDENED UP TO ADDITIONAL 10 FEET, FOR A TOTAL OF 20 FEET IN WIDTH, AS NECESSARY TO ACCOMMODATE GRANTEE'S VAULT.

A DIAGRAM IS ATTACHED HERETO AS EXHIBIT "B" AS A VISUAL AID ONLY.

*This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.*

Exhibit "B"



NO MONETARY CONSIDERATION PAID



*Samish Indian Nation*  
OF WASHINGTON

**Resolution 2021-08-023**

**Approve PSE Utility Service Line Agreement for Campbell Lake Property**

Approved August 31st, 2021

- WHEREAS** the Samish Indian Nation was federally re-acknowledged by the Assistant Secretary of the Department of the Interior of the United States of America on April 6, 1996;
- WHEREAS** the Samish Tribal Council is empowered to act on behalf of the Samish Indian Nation pursuant to Article VI, Section 2, of the Samish Tribal Constitution, approved November 14, 2003, by Resolution of the Samish Tribal Council and adopted and ratified by Vote of the Samish General Council on March 2, 2004, and recognized by the Assistant Secretary for Indian Affairs, David W. Anderson on April 20, 2004;
- WHEREAS** the health, safety, welfare and education of the citizens and family members of the Samish Indian Nation is the responsibility of the Tribal Council of the Samish Indian Nation;
- WHEREAS** Puget Sound Energy (PSE) has agreed to provide electric service to the Tribe's Campbell Lake trust property and the C-Store Samcor development, but needs a Service Line Agreement in order to commence providing such service; and;
- WHEREAS** under right of way regulations regarding property held in trust for a tribe, 25 CFR Part 169, Subpart B, utility service line agreements are exempt from federal trust land leasing regulations but must be recorded in BIA land title records;

**THEREFORE BE IT RESOLVED by the Samish Tribal Council that:**

1. The PSE Service Line Agreement to provide electric service to the Campbell Lake trust property and the Samcor C-Store project is approved.
2. The Chairman is authorized to execute the service line agreement with notary certification, and the Tribe's attorneys are directed to get the agreement recorded with the BIA as required by federal Indian leasing regulations.

**MAILING ADDRESS:** P.O. BOX 217 • ANACORTES, WA 98221

**LOCATION:** 2918 COMMERCIAL AVE • ANACORTES, WA 98221

**PHONE:** (360) 293-6404 • **FAX:** (360) 299-0790 • [www.samishtribe.nsn.us](http://www.samishtribe.nsn.us)

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**SAMISH TRIBAL COUNCIL**

By:



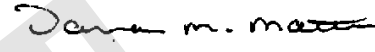
**Thomas D. Wooten**  
**Tribal Council Chairman**

**CERTIFICATION**

The above resolution was duly adopted by the Samish Tribal Council on the 31st day of August, 2021, at which time a quorum was present, by a vote of:  
7 FOR, 0 AGAINST, 0 ABSTAIN.

Certified

by:



**Dana M. Matthews**  
**Tribal Council Secretary**