

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 12/09/2025

ELECTRIC SERVICE LINE AGREEMENT

CONSENTOR: SWINOMISH INDIAN TRIBAL COMMUNITY
CONSENTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion GL 4 and GL 5 in the S 1/2 of Sec. 2, Twp. 34N, Rng. 2E, W.M.
TAX PARCEL: P19667 (340202-0-001-0005) and P124181 (340202-4-008-0000)
TRIBAL TRACTS: 122-T1016 & 122-T1030

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 ("Owner" 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:

See EXHIBIT "A" attached hereto and by this reference made a part hereof.

Except as may be otherwise set forth herein PSE shall construct and maintain the electric service line upon that portion of the Property described as follows:

See EXHIBIT "B" attached hereto and by this reference made a part hereof.

The location, size, and extent of which service line is shown on Exhibit "B" as hereto attached and by reference incorporated herein. This service line agreement description may be superseded at a later date with a surveyed description provided at no cost to PSE.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 Agreement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of distribution and sale of electricity across the Property for the exclusive purpose of providing electrical service to the Property. 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, provided that PSE shall not allow use of any fiber optic cable except for operation, maintenance, and data acquisition with respect to PSE's electric facilities without the written consent of Tribe.

Overhead facilities. Poles 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; transformers, street lights, meters, fixtures, attachments, and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional lines as it may require for such systems. PSE will provide drawings to the Owner's Land Management Department showing any such changes to the service line location. PSE shall have the right of access to the Service Line Agreement Area over and across the Property to enable PSE to exercise its rights hereunder. PSE shall compensate the Owner for any damage to the Property caused by the exercise of such right of access by PSE.

2. Service Line Agreement 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 Agreement Area. PSE shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give the Owner prior written 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 Owner 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 Owner 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 Agreement Area.

3. The Owner's Use of Service Line Agreement Area. The Owner reserves the right to use the Service Line Agreement Area for any purpose not inconsistent with the rights herein granted and PSE agrees to not interfere with the use of the Service Line Agreement Area by or under the authority of the Owner not inconsistent with the Purpose, as provided in Section 1, herein; however, the Owner shall not construct or maintain any buildings, structures, or other objects on the Service Line Agreement Area.

4. PSE shall construct and maintain the service line and any extensions in a workmanlike manner, shall obtain all necessary permits in connection with the construction, operation, and maintenance of the service line (including any clearing or maintenance described in paragraphs 2 or 3 of this Agreement), and shall comply with all applicable Federal, Tribal, and State laws.

5. PSE shall pay promptly all damages and compensation determined by a court of competent jurisdiction to be due the Owner and any authorized users of the Service Line Agreement Area on account of the survey, construction, and maintenance of the service line.

6. PSE agrees to indemnify, defend, and hold harmless the Owner and authorized users of the Service Line Agreement Area against any liability for loss of life, personal injury, and property damage arising from the construction, maintenance, occupancy, or use of the service line 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 Owner and authorized users harmless for any such liability attributable to the negligence of the Owner or the negligence of others not specifically named in this paragraph.

7. PSE agrees to restore the Service Line Agreement Area as nearly as is possible to its original condition upon the completion of construction to the extent compatible with the Purpose herein granted, to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the Service Line Agreement, and to repair such roads and other improvements as may be destroyed or injured by construction work.

8. PSE agrees that upon termination of this Service Line Agreement, PSE shall, so far as is reasonably possible, restore the Service Line Agreement Area to its original condition.

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

10. This Service Line Agreement shall in no manner diminish, effect, or limit any aspect of the Swinomish Indian Tribal Community's jurisdiction, dominion, or control, whether civil, criminal, regulatory, adjudicatory, licensing,

taxation, or otherwise, over the real property on which the service line 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 Agreement Area herein granted, and to otherwise assert the full measure of its jurisdiction over the Service Line Agreement 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 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 Service Line Agreement shall be void and the service line granted by this agreement shall immediately cease.

11. **Authorized Representatives.** Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail, with proper postage and when properly addressed. Any notices required under this Agreement shall be sent to the following:

For Owner:

Swinomish Indian Tribal Community
Attn: Land Management Director
11404 Moorage Way
La Conner, WA 98257
realty@swinomish.nsn.us

For PSE:

Puget Sound Energy, Inc.
Attn: Real Estate/ Right of Way
1660 Park Lane
Burlington, WA 98233
rightofway@pse.com

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

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

DATED this 9th day of December, 2025.

SWINOMISH INDIAN TRIBAL COMMUNITY

PUGET SOUND ENERGY, INC.

By: Steve Edwards

Steve Edwards, Chairman

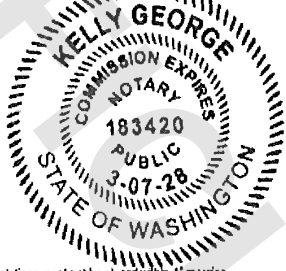
By: Darby Broyles

Darby Broyles, Consulting Real Estate Rep

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this 4th day of December, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steve Edwards, to me known to be the person who signed as Chairman, of the SWINOMISH INDIAN TRIBAL COMMUNITY, the federally recognized Indian Tribe that executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of the SWINOMISH INDIAN TRIBAL COMMUNITY for the uses and purposes therein mentioned; and on oath stated that he is 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.



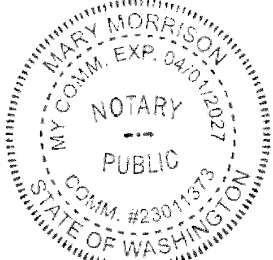
Kelly George
(Signature of Notary)
Kelly George
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Skagit, WA
My Appointment Expires: 3-7-28

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

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this 9th day of December, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DARBY BROYLES, to me known to be the person who signed as Consulting Real Estate Rep. of PUGET SOUND ENERGY, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed and the free and voluntary act and deed of PUGET SOUND ENERGY, INC., for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument on behalf of said PUGET SOUND ENERGY, INC.

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



Mary Morrison
(Signature of Notary)
Mary Morrison
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at Anacortes
My Appointment Expires: 4/1/2027

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

EXHIBIT A
(Legal Description of Properties)

122-T1016;

Those portions of the filled tidelands of Padilla Bay and of Old Slough and Big Slough in Section 2, Township 34 North, Range 2 East, Willamette Meridian, in Skagit County Washington, the whole being more particularly described as follows:

Beginning at the intersection of the present West line of ordinary high tide of the Swinomish Channel with the Easterly line of Government Lot 5 in said Section 2 according to the Bureau of Land Management Dependent Resurvey accepted October 31, 1986 of said Township and Range;

Thence Northerly along said line of ordinary high tide to its intersection with the Southerly right of way line of the Great Northern Railway Company.

Thence Northwesterly along said Southerly right of way line to its intersection with the present line of ordinary high tide, said line being the West edge of the filled tidelands of Padilla Bay;

Thence Southerly along said line of ordinary high tide to an angle point in said line where the ordinary high tide line angles to the West and follows the Northerly edge of the filled tidelands of Padilla Bay near the mouth of Big Slough.

Thence Westerly along said Northerly edge of the filled tidelands of Padilla Bay along the line of ordinary high tide, and along its Westerly extension to its intersection with the East line of Government Lot 7 in said Section 2.

Thence Southerly along said Easterly line of Government Lot 7 to its intersection with the north line of Tract 38 as shown on said Bureau of Land Management Dependent Resurvey.

Thence Southeasterly along the North line of said Tract 38 to its intersection with the section line between sections 2 and 11 of said Township and Range;

Thence Easterly along said section line to its intersection with the Westerly line of Government Lot 4 in said Section 2.

Thence Northerly along the Westerly line of said Government Lot 4 to the Northwesterly angle point in said Government Lot 4.

Thence Northeasterly and Southeasterly along the Northerly line and the Easterly line of said Government Lot 4 to the most Easterly angle point in said Government Lot 4.

Thence Southwesterly along the Easterly line of said Government Lot 4 in said Section 2 to its intersection with the line between sections 2 and 11 of said Township and Range.

Thence East along said section line to the Southwest corner of said Government Lot 5;

Thence Northerly, Northeasterly and Southeasterly along the exterior of said Government Lot 5 to its intersection with the present West line of ordinary high tide of the Swinomish Channel and the point of beginning.

EXCEPT right of way for SR20 and March Point County Road.

AND EXCEPT the following:

All uplands and tidelands of the second class within the following described Parcels A, B, C, and D:

Parcel A: Commencing at the west quarter corner of section 2, Township 34 North, Range 2 East: thence south 02°00'49" west along the west line of said section 1215.277 feet; thence south 55°22'04" east 1195.27 feet to a point on the arc of a curve to the left, the center of which bears north 34°37'54" east 4000 feet; thence southeasterly along said arc 613.72 feet; thence north 25°50'29" east 151.29 feet to the true point of beginning; thence north 25°50'29" east 41.97 feet; thence south 76°33'00" east 174.91 feet to a point on the arc of a curve to the right, the center of which bears south 13°27'00" west 2000 feet; thence southeasterly along said arc 27.58 feet; thence south 16°10'00" east 83.10 feet to a point on the arc of a curve to the right, the center of which bears north 19°55'03" east 11,569 feet; thence northwesterly along said arc 254.51 feet to the true point of beginning, containing .29 acre, more or less.

Parcel B: Commencing at the west quarter corner of section 2, Township 34 North, Range 2 East; thence south 02°00'49" west along the west line of said section 1215.277 feet; thence south 55°22'04" east 1195.27 feet to a point on the arc of a curve to the left, the center of which bears north 34°37'54" east 4000 feet; thence southeasterly along said arc 1007.72 feet; thence north 16°10'00" west 209.11 feet to the true point of beginning; thence north 16°10'00" west 83.10 feet to a point on the arc of a curve to the right, the center of which bears south 14°14'24" west 2000 feet; thence southeasterly along said arc 77.14 feet; thence south 73°33'00" east 302.08 feet; thence south 20°20'00" east 110.88 feet to a point on the arc of a curve to the right, the center of which bears north 17°55'50" east 11,569 feet; thence northwesterly along said arc 401.19 feet to the true point of beginning, containing .72 acre, more or less.

Parcel C: Commencing at the west quarter corner of section 2, Township 34 North, Range 2 East; thence south 02°00'49" west along the west line of said section 1215.277 feet; thence south 55°22'04" east 1195.27 feet to a point on the arc of a curve to the left, the center of which bears north 34°37'54" east 4000 feet; thence southeasterly along said arc 1419.07 feet; thence north 20°20'00" west 205.48 feet to the true point of beginning; thence north 20°20'00" west 110.88 feet; thence south 73°33'00" east 104.39 feet to a point on the arc of a curve to the left, the center of which bears north 89°50'54" east 70 feet; thence southeasterly along said arc 179.35 feet; thence south 73°33'00" east 257.56 feet; thence south 37°10'00" east 156.32 feet; thence north 73°32'14" west 259.22 feet to a point on the arc of a curve to the right, the center of which bears north 16°27'46" east 11,569 feet; thence northwesterly along said arc 296.38 feet to the true point of beginning, containing .99 acre, more or less, and

Parcel D: Commencing at the west quarter corner of section 2, Township 34 North, Range 2 East; thence south 02°00'49" west along the west line of said section 1215.277 feet; thence south 55°22'04" east 1917.36 feet; thence south 75°50'01" east 1330.03 feet; thence north 37°10'00" west 229.35 feet to the true point of beginning; thence north 37°10'00" west 156.32 feet; thence south 73°33'00" east 262.44 feet; thence south 26°57'00" west 94.33 feet; thence north 73°32'14" west 119.40 feet to the true point of beginning, containing .41 acre, more or less,

All in section 2, Township 34 North, Range 2 East, Willamette Meridian, Skagit County, Washington, containing an aggregate of 2.41 acres, more or less.
and

That portion of Big Slough in Section 11, Township 34 North, Range 2 East, Willamette Meridian, in Skagit County, Washington, the whole being more particularly described as follows:

Beginning at the Northeasterly corner of Tract 38 as shown on Bureau of Land Management Dependent Resurvey accepted October 31, 1986 of said Township and Range;

Thence Northeasterly along the Northwest line of Government Lot 4 in said Section 11, to the line between sections 2 and 11, of said Township and Range;

Thence West along the said section line to the intersection of the North line of said Tract 38;

Thence Southeasterly along the North line of said Tract 38 to its intersection with the Northwesterly line of Government Lot 4 in said Section 11, and the point of beginning;

Also, that portion of Old Slough in said Section 11 more particularly described as follows:

Beginning at the Northwest corner of Tract 39 as shown on said Bureau of Land Management Dependent Resurvey;

Thence Southeasterly along said Northeasterly line to its intersection with the Southwesterly line of Government Lot 3 in said Section 11;

Thence Northwesterly and Northerly along the exterior of said Government Lot 3 to its intersection with the line between sections 2 and 11, of said Township and Range;

Thence West along the said section line to the intersection of the Easterly line of Government Lot 4 in said section 11;

Thence Southwesterly along the Easterly line of said Government Lot 4 to its intersection with the Northerly line of said Tract 39 and the point of beginning;

All containing an aggregate of 65 acres, more or less.

122-T1030:

The rights of way of the following portions of or appurtenances to State Highway route 20: The B Line and the D Line as shown on sheets 3 and 4 of that certain map of definite location entitled, "SR20, MARCH POINT ROAD TO FREDONIA", Except the portions in Government Lots 4, 5, and 6, of Section 2, Township 34 North, Range 2 East, Willamette Meridian, Skagit County, Washington, containing 4.24 acres, more or less, after the above exceptions.

Subject to conditions and reservations contained in State of Washington Highway Commission Deed recorded November 4, 1976 under Auditor's File No. 845430, Records of Skagit County, Washington.

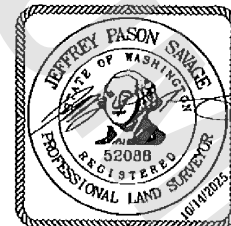
Together with those portions of filled tidelands adjacent to Government Lots 4 and 5 of Section 2, T34N, R2E lying within the former right of way of State Highway Route No. 20 as shown on Sheets 3 and 4 of that certain map of definite location entitled, "SR20, MARCH POINT ROAD TO FREDONIA."

Subject to conditions and reservations contained in the Quit Claim Deed recorded MAY 18, 1984 under Auditor's File No. 8405180020, records of Skagit County, Washington.

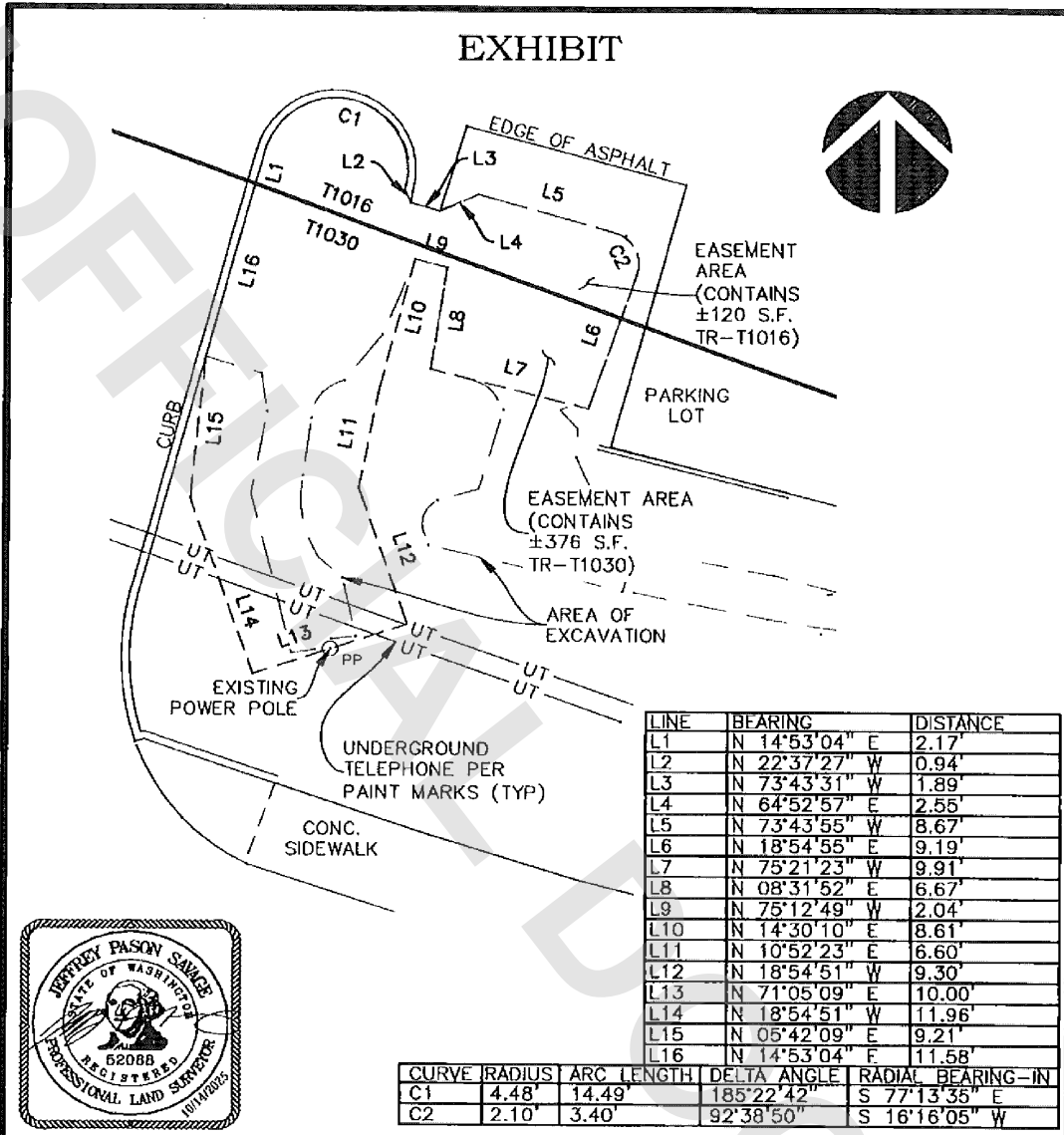
EXHIBIT B

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE NORTH 02°01'41" EAST 932.93 FEET, ALONG THE WEST LINE OF SAID SECTION 2;
 THENCE SOUTH 87°58'19" EAST 1323.69 FEET, TO A POINT ON THE NORTHERLY MARGIN OF THE MARCH POINT ROAD (OLD SR-536);
 THENCE NORTH 16°34'43" EAST 210.09 FEET;
 THENCE SOUTH 75°08'10" EAST 488.46 FEET;
 THENCE SOUTH 14°58'22" WEST 265.60 FEET TO A POINT ON THE NORTHERLY MARGIN OF MARCH POINT ROAD (OLD SR-536), SAID POINT IS ALSO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, WITH A RADIAL BEARING OF NORTH 22°17'20" EAST;
 THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 5975.68 FEET, THROUGH A CENTRAL ANGLE OF 01°14'59", AND AN ARC LENGTH OF 130.35 FEET, TO THE POINT OF BEGINNING;
 THENCE NORTH 14°53'04" EAST 2.19 FEET, TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, WITH A RADIAL BEARING OF SOUTH 77°13'35" EAST;
 THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 4.48 FEET, THROUGH A CENTRAL ANGLE OF 185°22'42" , AND AN ARC LENGTH OF 14.49 FEET;
 THENCE SOUTH 22°37'27" EAST 0.94 FEET;
 THENCE SOUTH 73°43'31" EAST 1.89 FEET;
 THENCE NORTH 64°52'57" EAST 2.55 FEET;
 THENCE SOUTH 73°43'55" EAST 8.67 FEET, TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
 THENCE ALONG SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2.10 FEET, THROUGH A CENTRAL ANGLE OF 92°38'50", AND AN ARC LENGTH OF 3.40 FEET;
 THENCE SOUTH 18°54'55" WEST 9.19 FEET;
 THENCE NORTH 75°21'23" WEST 9.91 FEET;
 THENCE NORTH 08°31'52" EAST 6.67 FEET;
 THENCE NORTH 75°12'49" WEST 2.04 FEET;
 THENCE SOUTH 14°30'10" WEST 8.61 FEET;
 THENCE SOUTH 10°52'23" WEST 6.60 FEET;
 THENCE SOUTH 18°54'51" EAST 9.30 FEET;
 THENCE SOUTH 71°05'09" WEST 10.00 FEET;
 THENCE NORTH 18°54'51" WEST 11.96 FEET;
 THENCE NORTH 05°42'09" EAST 9.21 FEET;
 THENCE NORTH 14°53'04" EAST 11.56 FEET, TO THE POINT OF BEGINNING.
 (CONTAINS ±496 SQUARE FEET TOTAL)

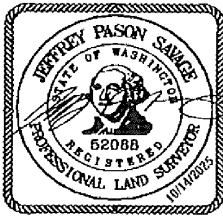


EXHIBIT



LINE	BEARING	DISTANCE
L1	N 14°53'04" E	2.17'
L2	N 22°37'27" W	0.94'
L3	N 73°43'31" W	1.89'
L4	N 64°52'57" E	2.55'
L5	N 73°43'55" W	8.67'
L6	N 18°54'55" E	9.19'
L7	N 75°21'23" W	9.91'
L8	N 08°31'52" E	6.67'
L9	N 75°12'49" W	2.04'
L10	N 14°30'10" E	8.61'
L11	N 10°52'23" E	6.60'
L12	N 18°54'51" W	9.30'
L13	N 71°05'09" E	10.00'
L14	N 18°54'51" W	11.96'
L15	N 05°42'09" E	9.21'
L16	N 14°53'04" E	11.58'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	RADIAL BEARING-IN
C1	4.48'	14.49'	185°22'42"	S 77°13'35" E
C2	2.10'	3.40'	92°38'50"	S 16°16'05" W



EASEMENT EXHIBIT

12885 CASINO DRIVE
ANACORTES, WA 98221
PARCEL NO. P124181

JOB NO. 242133
DATE: 10/14/25

TERRANE

11235 SE 6th St, Suite 130
Bellevue, WA 98004
p: 425-458-4488 | e: info@terrane.net

Swinomish Indian Tribal Community Stedwards
Puget Sound Energy, Inc. Dusty Brayles