

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 02/25/2026

ELECTRIC SERVICE LINE AGREEMENT

CONSENTOR: **SHELTER BAY COMMUNITY INC., SHELTER BAY COMPANY**
CONSENTEE: **PUGET SOUND ENERGY INC.**
SHORT LEGAL: **SHELTER BAY DIV. 3 (PTN SEC. 35-34N-02E & SEC. 2-33N-02E, W.M.)**
TAX PARCEL Reference Only: **P114096**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **SHELTER BAY COMPANY**, a Washington corporation, a wholly owned subsidiary of **SHELTER BAY COMMUNITY, Inc.**, a Washington nonprofit corporation ("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:

LEASEHOLD INTEREST IN THE FOLLOWING DESCRIBED PROPERTY:

SURVEY OF SHELTER BAY, DIVISION NO. 3, TRIBAL AND ALLOTTED LANDS OF SWINOMISH INDIAN RESERVATION, AS RECORDED IN VOLUME 43 OF OFFICIAL RECORDS, PAGES 839 THROUGH 842, UNDER AUDITOR'S FILE NO. 737014, AND AMENDMENT THERETO RECORDED IN VOLUME 66 OF OFFICIAL RECORDS, PAGE 426, UNDER AUDITOR'S FILE NO. 753731, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Except as may be otherwise set forth herein PSE shall construct and maintain the electric service line upon that portion of the Property ("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 PSE's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel - the location, size and extent of which service line is shown on Exhibit "A" 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 This service line agreement description may be superseded at a later date with a surveyed description provided at no cost to PSE.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 above described real 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.**

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 Swinomish 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 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 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 Landowners 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 Swinomish Tribe 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 Landowner'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 extension in a workmanlike manner, shall obtain all necessary permits in connection with the construction, operation and maintenance of the service line extension (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 extension.

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 extension 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 for which the Service Line Extension was granted, to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the Service Line Extension, 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 Electric 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 extension area for a period of two (2) successive years, in which event, this Electric 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 Owner; 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, affect 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 Extension 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 Electric 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 Electric Service Line Agreement shall be void and the Service Line Extension granted by this agreement shall immediately cease.

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

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

DATED this 18th day of February, 2026

CONSENTOR:

SHELTER BAY COMPANY, a Washington corporation, a wholly owned subsidiary of **SHELTER BAY COMMUNITY, Inc.**, a Washington nonprofit corporation

By: ARH

Its: COMMUNITY MANAGER

Monetary consideration not paid

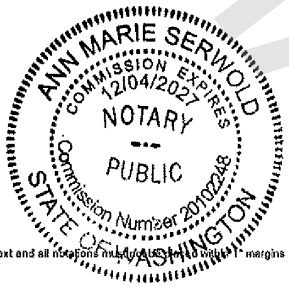
STATE OF WASHINGTON

COUNTY OF SKAGIT

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) ss
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On this 18 day of February, 2026, before me, the undersigned, a Notary Public in and for the State of Washington, I duly commissioned and sworn, personally appeared William Palmer Community Manager of SHELTER BAY COMMUNITY INC., the non-profit corporation acting as sole member of SHELTER BAY COMPANY, a Washington corporation, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of SHELTER BAY COMMUNITY INC., as sole member of SHELTER BAY COMPANY, for the uses and purposes therein mentioned; and on oath stated that they are duly elected, qualified and acting as said officer of the corporation and that they are authorized to execute the said instrument on behalf of SHELTER BAY COMMUNITY INC., and that the non-profit corporation is authorized to execute said instrument on behalf of SHELTER BAY COMPANY.

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



Ann Serwold
(Signature of Notary)

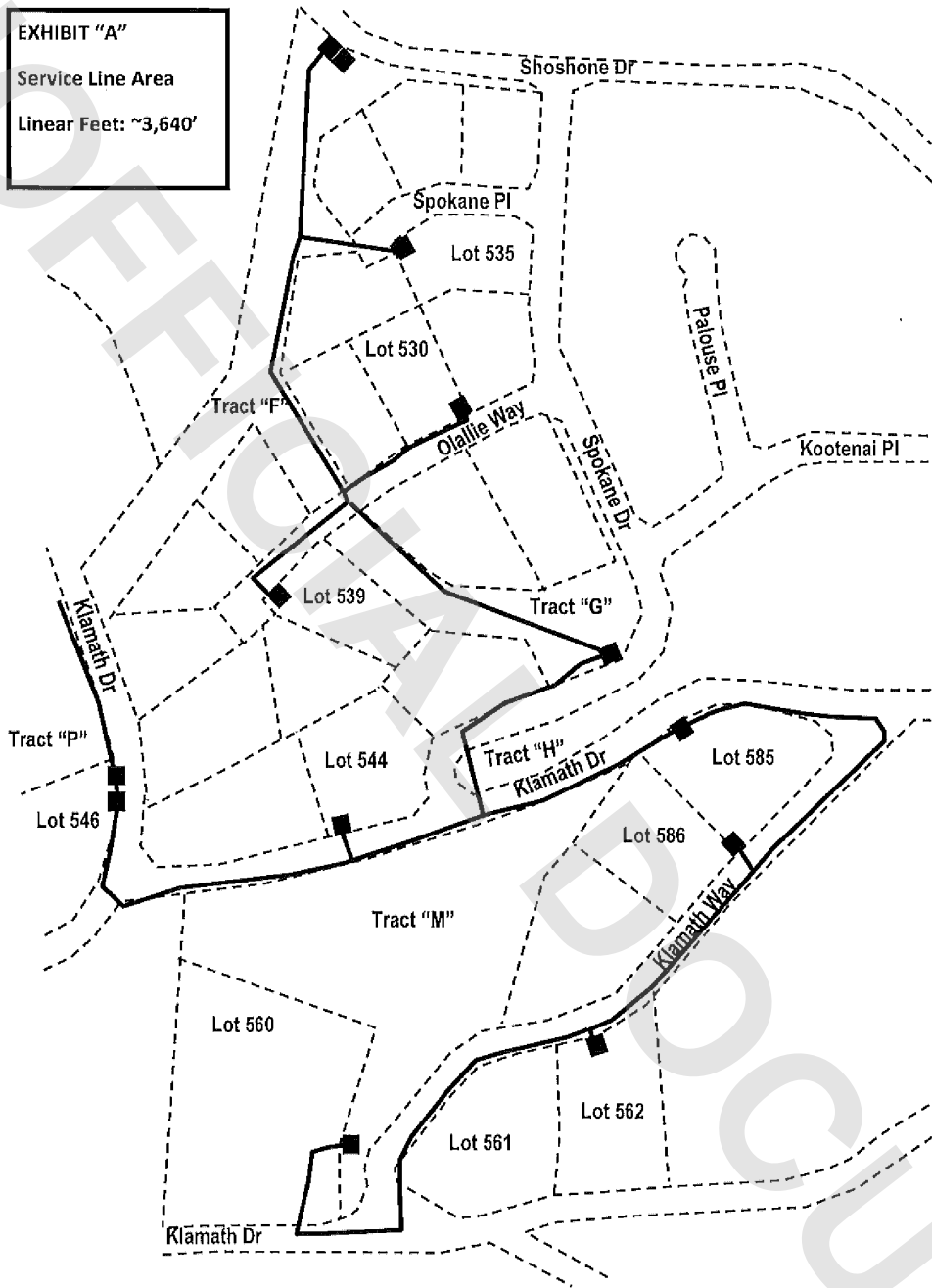
Ann Serwold
(Print or stamp name of Notary)


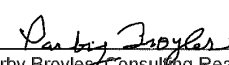
NOTARY PUBLIC in and for the State of Washington,
residing at Skagit County

My Appointment Expires: 12-04-2027

Notary seal, text and all notations must appear within this margin

EXHIBIT "A"
 Service Line Area
 Linear Feet: ~3,640'



Shelter Bay Community Inc.:	Puget Sound Energy, Inc.
	
	Darby Broyles Consulting Real Estate Rep

Bill PALMER
 SBC Community MGR.