

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: Real Estate Dept. / SM
P.O. Box 97034, EST-06E
Bellevue, WA 98009-9734

TEMPORARY ACCESS EASEMENT

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Josie L Bear
DATE 06/30/2021

GRANTOR: Lois R Nersten & Samuel T Nersten
GRANTEE: Puget Sound Energy, Inc.
SHORT LEGAL: Portion of NE ¼ of the SE ¼, S19, T35N, R6E
ASSESSOR'S PROPERTY TAX PARCEL: P41678

This TEMPORARY ACCESS EASEMENT ("Easement") is made and entered by and between Lois R. Nersten and ~~Samuel T. Nersten~~ ("Grantor"), and PUGET SOUND ENERGY, INC., a Washington corporation ("Grantee"). Grantor and Grantee are sometimes referred to individually herein as "Party" and collectively as the "Parties". *Deceased*

RECITALS

A. Grantor is the owner of certain real property in the County of Skagit, State of Washington, and more particularly described as follows (the "Property"):

THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19,
TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M.;
EXCEPT THE SOUTH 20 FEET THEREOF RESERVED FOR ROAD.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

B. Skagit Fisheries Enhancement Group (SFEG) is working with two private land owners to improve fish passage on Lower Day Slough (crossing numbers GN35 & GN36). Recent surveys indicate that these sites are not consistent with current WDFW fish passage criteria. Improving these crossings will immediately improve access to about a quarter mile of high quality groundwater-fed wall-base channel rearing habitat. These projects build on the successful upgrade of a site located approximately 1000-ft downstream, where a 60-foot bridge was installed as part of SRFB Project 12-1207 in 2014. SFEG is concurrently working to develop plans for addressing the next two upstream barriers; Skagit County is requesting funds this round to address site GN31 and SFEG plans to conduct outreach to the remaining private landowner as these projects move forward. Together, improving access at GN35 & GN36 will restore unimpeded access to almost a mile of off-channel habitat known to be used by Coho, Steelhead, Chum and be available to Chinook salmon via Ross Island slough (the "Project").

C. Grantee is providing funding for the Project.

D. Grantee is seeking access to the Property in order to observe and/or monitor the Project for a period of ten (10) years following construction.

E. Grantor desires to convey to Grantee a temporary access easement in accordance with the terms and conditions of this Easement, as more fully set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the foregoing recitals and agree as follows:

1. **Grant of Temporary Access Easement.** Grantor grants and conveys to Grantee, a temporary access easement over, upon and across the Property for purposes of observing and monitoring the Project. Grantee shall access the Property using established roads, driveways, and/or other access ways.
2. **No Interference with Project.** Grantor shall not interfere with and/or remove the Project during the term of this Easement.
3. **Duration of Easement.** The term of this Easement is ten (10) years (the "Term"). The Term shall commence upon execution of the Easement, and shall remain in force until the term expires or until terminated by the Grantee.
4. **Indemnification and Hold Harmless.** Grantee shall indemnify, defend and hold harmless Grantor from any and all claims for injuries or damages (including reasonable attorneys' fees) arising out of, and/or resulting from negligent acts and/or omissions by Grantee, its officers, employees

and/or agents during the exercise of the rights granted herein; provided, that the Grantee shall not be responsible to the Grantor for any injuries or damages suffered by any person or property caused by negligent acts or omissions of the Grantor. This indemnity shall survive the expiration or termination of this Easement with respect to any event occurring prior to such expiration or termination.

5. **Binding Effect.** This Easement shall be a covenant running with the land and shall be binding on, and inure to the benefit of, the successors, heirs and assigns of Grantor and Grantee.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date set forth above.

Grantor: Lois Nerston

Grantee: Puget Sound Energy, Inc.

By: Lois Nerston
{Name}

By: Joel Schleppi
Joel Schleppi, Supervisor, Real Estate

Dated: 4-8-2021

Dated: _____

By: Samuel T. Nerston - Deceased
{Name}

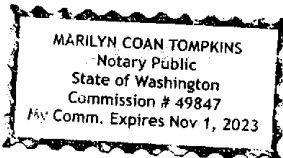
Dated: _____

State of WA

County of Skaagit

On this 8th day of April, 2021, before me, the undersigned, personally appeared Lois Nerston to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal hereto affixed the day and year in this certificate first above written.



Marilyn Coan Tompkins
Print Name Marilyn Coan Tompkins
Notary Public in and for the State of
Washington, residing at 2410 Carpenter St
mt Vernon
My commission expires 11/01/2023

State of _____

County of _____

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

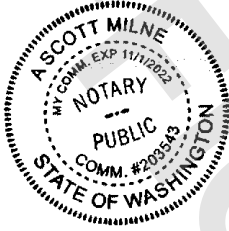
GIVEN under my hand and official seal hereto affixed the day and year in this certificate first above written.

Print Name _____
Notary Public in and for the State of
Washington, residing at _____
My commission expires _____

County of King

On this 29TH day of JUNE, 2021, before me, the undersigned, personally appeared Joel Schlepfi, to me known to be the Supervisor Real Estate of Puget Sound Energy, Inc., the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal hereto affixed the day and year in this certificate first above written.



A. Scott Milne
Print Name A. SCOTT MILNE
Notary Public in and for the State of
Washington, residing at BOHELL
My commission expires 11/1/2022