

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Real Estate Dept. /SM
P.O. Box 97034, BEL-08E
Bellevue, WA 98009-9734

REVIEWED BY
 SKAGIT COUNTY TREASURER
 DEPUTY Kaylee Oudman
 DATE 03/09/2023

TEMPORARY ACCESS EASEMENT

GRANTOR: City of Sedro Woolley
 GRANTEE: Puget Sound Energy, Inc.
 SHORT LEGAL: NW ¼ of S14 T35N R05E
 ASSESSOR'S PROPERTY TAX PARCEL: P40409

This TEMPORARY ACCESS EASEMENT ("Easement") is made and entered by and between City of Sedro Woolley ("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".

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"):

THAT PORTION OF THE "PLAT OF THE TOWN OF SEDRO, SKAGIT COUNTY, W.T." AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 18, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 120, "PLAT OF THE TOWN OF SEDRO",
 THENCE NORTH ALONG THE EAST LINE OF FAIRHAVEN STREET, A DISTANCE OF 491.33 FEET;
 THENCE EAST 209.5 FEET TO THE POINT OF BEGINNING;
 THENCE NORTH 10 DEGREES 33' EAST 50 FEET;
 THENCE EAST 157.45 FEET, MORE OR LESS, TO THE CENTER OF AN EXISTING SLOUGH;
 THENCE NORTH 34 DEGREES 45' EAST 20.68 FEET;
 THENCE NORTH 48 DEGREES 30' EAST 58.31 FEET;
 THENCE EAST 148.92 FEET TO A POINT NORTH OF THE NORTHEAST CORNER OF BLOCK 116;
 THENCE SOUTH ALONG THE EAST LINE OF BLOCKS 116, 120, 129 AND 136 TO THE NORTHEASTERLY ROAD MARGIN OF RIVER ROAD No. 3534;
 THENCE NORTHERLY AND WESTERLY ALONG SAID ROAD MARGIN TO A POINT THAT LIES SOUTH 02°21' EAST 520 FEET, MORE OR LESS, FROM THE TRUE POINT OF BEGINNING;
 THENCE NORTH 02°21' WEST 520 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARY OF BLOCK 136 OF SAID PLAT.

TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS A STRIP OF LAND IN BLOCKS 116 AND 120, AND VACATED WOODS STREET AND McDONALD STREET, "PLAT OF THE TOWN OF SEDRO", ACCORDING TO THE PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 18, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID STRIP BEING 60 FEET IN WIDTH AND LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 120 OF SAID PLAT OF THE TOWN OF SEDRO;
 THENCE NORTH ALONG THE EAST LINE OF FAIRHAVEN STREET, A DISTANCE OF 491.33 FEET;
 THENCE EAST 209.5 FEET TO THE TRUE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION;
 THENCE SOUTH 2 DEGREES 21' EAST 520 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF RIVER ROAD No. 3534.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

B. The City of Sedro Woolley (grantor) is working with the Skagit Fisheries Enhancement Group (project proponent) is to restore stream habitat connectivity by removing an undersized culvert on (WDFW culvert HC.SFEG1) on an unnamed tributary to the Skagit River with a pedestrian bridge. See "Exhibit A" for more details. Improvement of this stream crossing will improve fish access to approximately 1.2 miles of habitat including 4 acres of wetland and 1.6 acres of pond habitat (the "Project").

C. Grantee is providing funding for the Project.

D. Grantee is seeking access to the Property where the culvert is located 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 January 1st, 2033, unless 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.

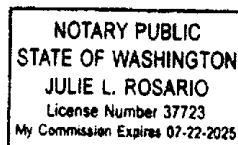
Grantor: City of Sedro Woolley

By: Julia Johnson
Julia Johnson, Mayor
Dated: 1/30/23

State of Washington
County of Skagit

On this 30 day of January, 2023, before me, the undersigned, personally appeared Julia Johnson, 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.



Julie Rosario
Print Name Julie Rosario
Notary Public in and for the State of
Washington, residing at Skagit County
My commission expires 7/22/2025

"EXHIBIT A"

