

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 Lena Thompson
DATE 05/02/2023

TEMPORARY ACCESS EASEMENT

GRANTOR: Billie R. Morelli and Eric Todd Spandl
GRANTEE: Puget Sound Energy, Inc.
SHORT LEGAL: Portions of SE & SW S21, T35, R4
ASSESSOR'S PROPERTY TAX PARCEL: P44594 & P44595

This TEMPORARY ACCESS EASEMENT ("Easement") is made and entered by and between Billie R. Morelli and Eric Todd Spandl, wife and husband ("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"):

FOR PROPERTY DESCRIPTION SEE "EXHIBIT A".

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

- B. Eric Spandel and Billie Morelli (grantor) are working with the Skagit Fisheries Enhancement Group (project proponent) to restore stream habitat connectivity by replacing an undersized culvert on an unnamed tributary to the Skagit River with a pedestrian bridge located on their residence, 9805 Sauk Connection Road, Concrete, WA 98237. Improvement of this stream crossing (WDFW site ID 994221) will improve fish access to approximately 0.75 miles of stream habitat (the "Project").
- C. Grantee is providing funding for the Project.
- D. Grantee is seeking access to the Property where barrier 994221, as per records of Washington Department of Fish and Wildlife is located in order to observe and/or monitor the Project for a period of ten (10) years following construction.

SEE "EXHIBIT B" FOR APPROXIMATE PROJECT LOCATION.

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:

- 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.
- No Interference with Project. Grantor shall not interfere with and/or remove the Project during the term of this Easement.
- 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, unless terminated by the Grantee.
- 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(s): Billie R. Morelli and Eric Todd Spandl

By: [Signature]
Billie R. Morelli

Dated: 03/24/2023

By: [Signature]
Eric Todd Spandl

Dated: 3/20/2023

State of Washington

County of Skaigt

On this 20th day of March, 20 23, before me, the undersigned, personally appeared Billie Morelli 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.



[Signature]
Print Name Susan Garcia
Notary Public in and for the State of Washington, residing at Skaigt County
My commission expires 06.17.2025

State of Washington

County of Skaigt

On this 20th day of March, 20 23, before me, the undersigned, personally appeared Eric Spandl, 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.



[Signature]
Print Name Susan Garcia
Notary Public in and for the State of Washington, residing at Skaigt County
My commission expires 06.17.2025

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL "A" (P44594)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 80°20' EAST 30.9 FEET FROM A POINT IN THE WEST LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER WHICH IS NORTH 1,206.2 FEET FROM THE SOUTHWEST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 80°20' EAST 870 FEET;

THENCE SOUTH 09°40' WEST 202 FEET;

THENCE NORTH 80°20' WEST 73.4 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF STATE HIGHWAY NO. 17-A;

THENCE FOLLOWING SAID HIGHWAY LINE NORTH 58°30' WEST 115.2 FEET;

THENCE NORTH 79° 276 FEET;

THENCE NORTH 79°43' WEST 381 FEET, MORE OR LESS, TO THE COUNTY ROAD;

THENCE NORTH 00°16' WEST 149 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED AUGUST 22, 1957, RECORDED SEPTEMBER 12, 1957, UNDER AUDITOR'S FILE NO. 555999, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL "B" (P44595)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 80°20' EAST 30.9 FEET FROM A POINT IN THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER WHICH IS NORTH 1,206.2 FEET FROM THE SOUTHWEST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 80°20' EAST 870 FEET;

THENCE SOUTH 09°40' WEST 202 FEET;

THENCE EAST TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE NORTH ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE EAST LINE OF THE COUNTY ROAD RUNNING ALONG THE WEST LINE OF SAID SUBDIVISION;

THENCE SOUTH ALONG THE EAST LINE OF SAID COUNTY ROAD TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED AUGUST 22, 1957, RECORDED SEPTEMBER 12, 1957, UNDER AUDITOR'S FILE NO. 555999, RECORDS OF SKAGIT COUNTY, WASHINGTON.

AND EXCEPT ROADS AND ROAD RIGHTS OF WAY.

SITUATE IN SKAGIT COUNTY, WASHINGTON

EXHIBIT "B"

PROJECT LOCATION

