

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 06/28/2023

TEMPORARY ACCESS EASEMENT

GRANTOR: Puget Sound Energy, Inc.
GRANTEE: Skagit Fisheries Enhancement Group
SHORT LEGAL: NE NE S14 T35N R06E
ASSESSOR'S PROPERTY TAX PARCEL: P41191

This TEMPORARY ACCESS EASEMENT ("Easement") is made and entered by and between PUGET SOUND ENERGY, INC., a Washington corporation ("Grantor"), and SKAGIT FISHERIES ENHANCEMENT GROUP ("Grantee"). Grantor and Grantee are sometimes referred to individually herein as "Party" and collectively as the "Parties".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties 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 (See Exhibit "A" & "B") for purposes of invasive vegetation control, 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 June 30, 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: Puget Sound Energy, Inc.

By: Brett Bolton
Brett Bolton, Manager Real Estate

Dated: 6/27/23

State of Washington
County of King

On this 27th day of JUNE, 2023, before me, the undersigned,
personally appeared Brett Bolton, 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.



A. Scott Milne
Print Name A. SCOTT MILNE
Notary Public in and for the State of
Washington, residing at BOTHELL
My commission expires 11/1/2026

EXHIBIT "A"

Legal Description

Parcel A. (P41191)

THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 35 NORTH,
RANGE 6 EAST, W.M., EXCEPT ROAD.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT "B"

Map with Project Parcel

