

POOR ORIGINAL

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08/28/2023 11:53 AM Pages: 1 of 5 Fees: \$207.50
Skagit County Auditor, WA

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 08/28/2023

TEMPORARY ACCESS EASEMENT

GRANTOR: Town of Hamilton
GRANTEE: Puget Sound Energy
SHORT LEGAL: NW SE NW S14 T35N R06E
ASSESSOR'S PROPERTY TAX PARCEL: P41214, P73823, P73822, P73818, P73819

This TEMPORARY ACCESS EASEMENT ("Easement") is made and entered by and between Town of Hamilton ("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"): See Exhibit "A".
- B. Town of Hamilton (grantor) is working with Puget Sound Energy, Inc. (grantee) to control invasive species and restore native riparian vegetation along Carey's Creek. See Exhibit "B" for Project Description and Maintenance Responsibilities.
- C. Grantee and the Skagit Fisheries Enhancement Group are providing funding for the Project.
- D. Grantee is seeking access to the Property where the Project is located in order to observe and/or monitor the improvements for a period of ten (10) years following construction. See Exhibit "C" for 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:

- 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 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: Town of Hamilton

By: Mary Beth Mayor

Dated: 6-29-23

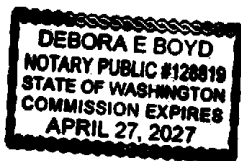
By: _____

Dated: _____

State of Washington
County of Skagit

On this 29th day of June, 2023, before me, the undersigned, personally appeared Mary Beth 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.



Debora E Boyd

Print Name Debora E Boyd
Notary Public in and for the State of
Washington, residing at Lyman

My commission expires 4/27/27

State of Washington
County of Skagit

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 _____

EXHIBIT "A"

Legal Descriptions

Parcel A. (P41214)

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., LYING NORTH OF THE NORTH LINE OF A TRACT OF LAND CONVEYED TO HERMAN H. BEHRENS BY DEED RECORDED JUNE 17, 1890 IN VOLUME 12 OF DEEDS, PAGE 233. EXCEPT THE WEST 15 FEET THEREOF CONVEYED TO THE TOWN OF HAMILTON BY DEED RECORDED FEBRUARY 15, 1903 IN VOLUME 53 OF DEEDS PAGE 389, ALSO EXCEPT THAT PORTION LYING NORTHERLY OF THE SOUTH LINE OF THE SEATTLE AND NORTHERN RAILWAY COMPANY RIGHT OF WAY AS CONVEYED BY DEED RECORDED MARCH 14, 1893 IN VOLUME 26 OF DEEDS, PAGE 88, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Parcel B. (P73823)

LOTS 1-22, BLOCK 15, CENTRAL TO HAMILTON, RECORDED IN VOLUME 2 OF PLATS, PAGE 55, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Parcel C. (P73822)

LOTS 1 TO 24, BLOCK 14, CENTRAL TO HAMILTON, RECORDED IN VOLUME 2 OF PLATS, PAGE 55, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Parcel D. (P73818)

LOTS 11 TO 3, BLOCK 11, CENTRAL TO HAMILTON, RECORDED IN VOLUME 2 OF PLATS, PAGE 55, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Parcel F. (P73819)

LOTS 4 TO 22, BLOCK 11, CENTRAL TO HAMILTON, RECORDED IN VOLUME 2 OF PLATS, PAGE 55, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

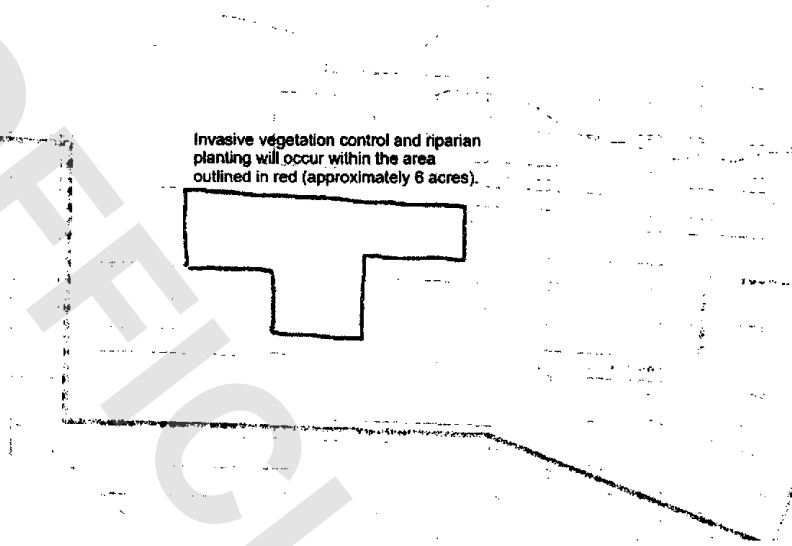
EXHIBIT "B"

Project Description

The Carey's Creek site is a collection of five parcels (6 total acres) owned by the Town of Hamilton on either side of Carey's Creek. The site is directly adjacent to a current project that SFEG is implementing with Salmon Recovery Funding Board funding. Approximately half of the site was logged before the Town acquired the land and was never replanted, so the area now lacks native vegetation and is dominated by invasive species. The other half of the site is aging hardwood over story forest with few conifer seed sources and several large patches of invasive vegetation. The project area encompasses 6 acres along approximately 450 linear feet of Carey's Creek. SFEG will plant 1,800 native trees and shrubs, control invasive vegetation over 6 acres and enhance the riparian buffer out to a width of approximately 275 feet. An easement is needed to allow SFEG access to the project area to work with the landowner to implement the invasive vegetation control, planting, planting maintenance and vegetation monitoring. Enter the site by parking pullout along the bend in Lyman-Hamilton Rd (west of site), then a short walk east along the Cascade Trail.

EXHIBIT "C"

Project Location



Invasive vegetation control and riparian planting will occur within the area outlined in red (approximately 6 acres).