

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Real Estate Dept./SM
P.O. Box 97834, BEL-08E
Bellevue, WA 98009-9734

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Kaylee Oudman
DATE 01/30/2024

TEMPORARY ACCESS AGREEMENT

GRANTOR: FORTERRA HAMILTON LLC
GRANTEE: PUGET SOUND ENERGY INC
SHORT LEGAL: SE SE S11 T35N R06E
ASSESSOR'S PROPERTY TAX PARCEL: P41077

This TEMPORARY ACCESS AGREEMENT ("Agreement") is made and entered by and between FORTERRA HAMILTON LLC ("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. Forterra Hamilton LLC (Grantor) is working with Puget Sound Energy, Inc. (Grantee) to restore 13 acres of wetland and riparian buffer on Little Carey's Creek in Hamilton, WA. See Exhibit "B" for Project Description and Maintenance Responsibilities (Project).
- C. Grantee and the Skagit Fisheries Enhancement Group are providing funding for the Project.
- D. Grantee is seeking access to the portion of 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 agreement in accordance with the terms and conditions of this Agreement, 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 Agreement. Grantor grants and conveys to Grantee, a temporary access agreement over, upon and across the portion of the Property on which the Project is being conducted 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 or Other Users of Property. Grantor shall not interfere with the Project or with any uses or users of the Property and/or remove the Project during the term of this Agreement. Nothing contained in this Agreement is intended to give Grantor any rights with respect to any part of the Property other than the portion of the Property on which the Project is being conducted.
- Duration of Agreement. The term of this Agreement is ten (10) years (the "Term"). The Term shall commence upon execution of the Agreement, and shall remain in force until June 30, 2033, 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, intentional or reckless 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 to the extent caused by negligent acts or omissions of the Grantor. This indemnity shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.
- Binding Effect. This Agreement 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: Forterra Hamilton LLC
5101 14th Ave NW
Suite 200, #307
Seattle, WA 98107

By: [Signature]
Michelle Connor, President and CEO

Dated: January 25, 2024

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

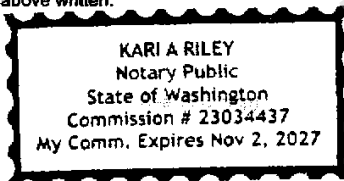
By: [Signature]
Brett Bolton, Manager Real Estate

Dated: 1/29/2024

State of Washington
County of King

On this 25th day of January, 2024, personally appeared before me MICHELLE CONNOR, appeared before me known to be the President and CEO of FORTERRA NW, a Washington nonprofit corporation, the corporation that executed the within and 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 authorized to execute said instrument for said corporation.

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

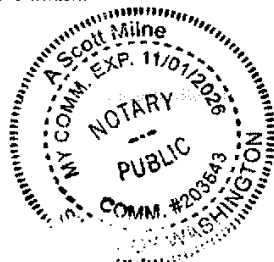


[Signature]
Print Name Kari A Riley
Notary Public in and for the State of
Washington, residing at Seattle, WA.
My commission expires Nov. 2, 2027

State of Washington
County of King

On this 29th day of JANUARY, 2024, personally appeared before me BRETT BOLTON, appeared before me known to be the Real Estate Manager of PUGET SOUND ENERGY INC., a Washington corporation, the corporation that executed the within and 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 authorized to execute said instrument for said corporation.

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



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

EXHIBIT "A"**Legal Descriptions****Parcel A. (P41077)**

THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ IN SECTION 11, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M.;

EXCEPT THAT PORTION THEREOF CONVEYED TO SKAGIT COUNTY FOR RAOD PURPOSES BY DEED RECORDED APRIL 6, 1903 AS AUDITOR'S FILE NO. 43666;

ALSO EXCEPT THAT PORTION ACQUIRED BY THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES, BY DEED RECORDED FEBRUARY 25, 1965 UNDER AUDITOR'S FILE NO. 662552 AND BY CONDEMNATION ACTION UNDER SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 25059;

ALSO EXCEPT ADDITIONAL PORTIONS THEREOF, IF ANY, LYING WITHIN THE EXISTING ROAD RIGHT-OF-WAY KNOWN AS THE WALDERS ROAD.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT "B"**Project Description**

The Skagit Fisheries Enhancement Group is working with the landowner to restore 13 acres of wetland and riparian buffer on Little Carey's Creek in Hamilton, WA. The project will replant the wetland and buffer with native trees and shrubs. In addition to the planting activity, Skagit Fisheries is working with the landowner to design and implement a restoration project for Little Carey's Creek where approximately 300-ft of incised stream channel will be re-routed through mature forest following existing swales, more than doubling the length of instream habitat and reducing the gradient while installing large woody debris habitat structures to maintain pools and riffles. Restoration of the stream and wetland will improve degraded instream and wetland habitat and buffer conditions, providing for higher water quality, lowered stream temperatures, improved hydrologic, and habitat functions in the Little Carey's Creek watershed and downstream in Carey's Slough and the Skagit River.

EXHIBIT "C"

Project Location

