

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: Real Estate Dept. / SM  
P.O. Box 97034, EST-06E  
Bellevue, WA 98009-9734

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 01/31/2022

**TEMPORARY ACCESS AGREEMENT**

GRANTOR: Skagit Land Trust  
GRANTEE: Puget Sound Energy, Inc.  
SHORT LEGAL: Portions of S23, T35N, R5E & S13, T35N, R7E & S15, T35N, R7E  
ASSESSOR'S PROPERTY TAX PARCEL: P40116; P40135; P40136; P42749; P42681

This TEMPORARY ACCESS AGREEMENT ("Agreement") is made and entered by and between Skagit Land Trust, a Washington non-profit corporation ("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 ATTACHED EXHIBIT A**

**SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**

B. The Skagit River System Cooperative is conducting the salmon habitat improvement activities described in Exhibit B (the "Project").

C. Grantee is providing funding for the Project.

D. Grantee is seeking access to the Property 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 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:

1. **Grant of Temporary Access Agreement.** Grantor grants and conveys to Grantee, a temporary access agreement 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 Agreement.
3. **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 the term expires, 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 Agreement with respect to any event occurring prior to such expiration or termination.
5. **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.

ACCEPTED:

Grantor: Skagit Land Trust

By: Molly Doman, Executive Director

Dated: 10/19/2021

Grantee: Puget Sound Energy, Inc.

By: Joel Schleppe  
Joel Schleppe, Supervisor Real Estate

Dated: 1/26/2022

State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that Molly Doman is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Executive Director (type of authority, e.g., officer, trustee, etc.) of Skagit Land Trust (name of party on behalf of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/19/2021



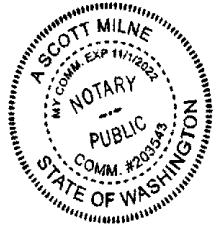
Signature [Signature]  
Print Name Kari Odden  
Notary Public in and for the State of  
Washington, residing at Mount Vernon  
My commission expires 10/26/2024

State of Washington

County of King

On this 26<sup>th</sup> day of January, 20 22, before me, the undersigned, personally appeared Joel Schleppe, to me known to be the Supervisor Real Estate of Puget Sound Energy, Inc., the corporation that executed the 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 is authorized to execute the said instrument.

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



Signature [Signature]  
Print Name A. SCOTT MILNE  
Notary Public in and for the State of  
Washington, residing at Bothell  
My commission expires 11/1/2022

EXHIBIT "A"

PARCEL "A" (P40135 & P40116):

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THE EAST 20 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; AND GOVERNMENT LOT 5, ALL IN SECTION 23, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M.;

EXCEPT THAT PORTION OF SAID GOVERNMENT LOT 5 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 5;  
THENCE NORTHERLY ALONG THE WEST LINE THEREOF A DISTANCE OF 23.33 FEET;  
THENCE SOUTHEASTERLY A DISTANCE OF 33.0 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 5;  
THENCE WESTERLY ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

PARCEL "B" (P40136):

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M.;

EXCEPT THAT PORTION LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$ ;  
THENCE NORTH 88°12'47" WEST 24.0 FEET TO THE POINT OF BEGINNING OF SAID LINE;  
THENCE SOUTH 1°19'35" WEST 1,321.79 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID SUBDIVISION, AT A POINT BEARING NORTH 88°55'52" WEST AND 46.0 FEET DISTANT FROM THE SOUTHEAST CORNER OF SAID SUBDIVISION AND BEING THE TERMINUS OF SAID LINE.

PARCEL "C" (P42749, P42681, P42745 & P43112):

LOT 4 AND THE SOUTHERLY PORTION LOT 1, SHORT PLAT 95-025 AS RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9512290125, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THAT PORTION OF THE PARCEL "P", AS DESCRIBED BELOW, SAID PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4, SHORT PLAT NO. 95-025, AS RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9512290125, RECORDS OF SKAGIT COUNTY, WASHINGTON;  
THENCE SOUTH 89° 35' 08" EAST 669.78 FEET ALONG THE NORTH LINE OF SAID LOT 4 TO THE NORTHEAST CORNER THEREOF;  
THENCE SOUTH 89° 35' 08" EAST 672.85 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;  
THENCE NORTH 00° 22' 52" EAST 667.10 FEET ALONG THE WEST LINE OF SAID SUBDIVISION TO THE NORTHWEST CORNER THEREOF;  
THENCE SOUTH 89° 37' 27" EAST 628.69 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE EAST LINE OF SAID LOT 1, SHORT PLAT 95-025, AND THE TERMINUS OF SAID LINE.

PARCEL "P"

LOTS 1 AND 4, SHORT PLAT NO. 95-025, APPROVED DECEMBER 28, 1995, RECORDED DECEMBER 29, 1995, IN VOLUME 12 SHORT PLATS, PAGES 62 AND 63, UNDER AUDITOR'S FILE NO. 9512290125, RECORDS OF SKAGIT COUNTY, WASHINGTON; AND BEING A PORTION OF GOVERNMENT LOTS 1 AND 2; THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER IN SECTION 15, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M.; AND A PORTION OF GOVERNMENT LOT 3 IN SECTION 22, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M.

ALL SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**EXHIBIT "B"**

**THE PROJECT(S):**

The purpose of this action is to control invasive species and restore native riparian vegetation on existing conservation properties within the floodplain of the middle Skagit River. Past land uses have degraded riparian and floodplain conditions at these sites. The planting sites consist of fallow pasture or degraded secondary forests with invasive species dominated understories. The proposed properties include properties owned or conservation easement managed by the Skagit Land Trust described in exhibit A. This restoration effort reflects the collective interest to identify and prioritize vegetation management needs on numerous properties in the Skagit River floodplain that have been purchased for the benefit of fish and wildlife.

Planting efforts will involve developing a vegetation management plan for the site based on a review of site ecology, site history, invasive species abundance, and local reference sites, with an emphasis on restoring conifer tree species. The planting strategy includes the replanting of largely unforested areas (clearings, pastures) at a density of 500 plants per acre. Site preparation will include mowing the planting areas and spot spraying invasive species. Planted stock will include a mixture of bare root and potted plants.

The planted trees will be maintained for at least three years to prevent competition from non-native species and herbivore damage. In the summer, plant health will be evaluated to plan pest control and replanting. Invasive species will be treated using a combination of mechanical and chemical controls, including pulling, mowing, and herbicides. The effectiveness of the invasive species control measures will be evaluated and follow-up actions taken.