

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98233

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20237074

Jun 29 2023

Amount Paid \$94.00
Skagit County Treasurer
By Lena Thompson Deputy

PUGET SOUND ENERGY

TEMPORARY EASEMENT

GRANTOR: LOCKEN
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: LOT 4, LOCKEN'S ADD BNG PTN SEC 20-34N-02E
ASSESSOR'S PROPERTY TAX PARCEL: P105575 / 4612-000-004-0003

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **JEFFREY E. LOCKEN AND AMITY K. LOCKEN**, husband and wife ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive **temporary** easement over, under, along, across, and through the following described real property ("Property" herein) in Skagit County, Washington:

LOT 4, "LOCKEN'S ADDITION". AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGES 114 AND 115, OF PLATS, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

Easement No. 1: An Easement Area ten (10) feet in width with five (5) feet on each side of the centerline of PSE's facilities as now constructed or to be constructed including but not limited to the pole line and anchors.

Easement No. : An Easement Area that consists of a 30' swath of grass to be mowed, being 5' north of pole line & 25' south of pole line as depicted on PSE's drawing "WSDOT SR534 CARPENTER CREEK", dated 6/20/2023, on file in PSE's Burlington, Washington office.

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of electricity **as is necessary to provide continued overhead power distribution and services during the WSDOT SR 534 CARPENTER CREEK Restoration project.** Such systems may include, but are not limited to:

Overhead facilities. Poles and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such **temporary overhead power.** Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

3. Easement Area Clearing and Maintenance. PSE shall not cut, remove and dispose of any brush, trees or other vegetation in the Easement Area. Provided PSE shall have the right to control, on a continuing basis and by any prudent and reasonable means, the growth of grasses in the Easement Area.

4. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

5. Termination. This Easement shall expire at the earlier of: (i) when the temporary, overhead electrical facilities are removed and the original alignment is replaced following completion of the WSDOT SR 534 Carpenter Creek restoration project; or (ii) October 31, 2023.

6. Restoration. Upon completion of any work undertaken or authorized by Grantee within or about the Easement Area, Grantee shall restore the surface of the Easement Area (and any such other land as may have been disturbed), and any private improvements disturbed or destroyed during the work, as nearly as practicable to the condition they were in immediately prior to the commencement of work or entry by Grantee.

7. Successors and Assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 26th day of June, 2023.

GRANTOR:

BY: Jeffrey E. Locken BY: Amity K. Locken

STATE OF WASHINGTON)
)SS
COUNTY OF SKAGIT)

On this 26th day of June, 2023, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Jeffrey E. and Amity K. Locken**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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.

FAYE L RYAN
Notary Public
State of Washington
License Number 119048
My Commission Expires
April 05, 2026

Faye L. Ryan
(Signature of Notary)
Faye L. Ryan
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Stanwood
My Appointment Expires 4/5/2026