



201612150085

Skagit County Auditor \$78.00
12/15/2016 Page 1 of 6 12:52PM

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: Christina Lovell
P.O. Box 97034 EST-06E
Bellevue, WA 98009-9734



EASEMENT

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**
2016 5644
DEC 15 2016

REFERENCE #: **FIDLER**
GRANTOR (Owner): **PUGET SOUND ENERGY, INC.**
GRANTEE (PSE): **Ptn. E 1/2 NW 1/4 NW 1/4, Sec. 20, T33N, R04E**
SHORT LEGAL: **P16997; 330420-2-006-0003**
ASSESSOR'S PROPERTY TAX PARCEL:

Amount Paid \$ **45.66**
Skagit Co. Treasurer
By *Mum* Deputy

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **STAR FIDLER**, wife of **GARY J. FIDLER**, deceased, as her separate estate; **STAR FIDLER**, Personal Representative for the ESTATE OF **GARY J. FIDLER** under Skagit County Superior Court Probate Cause No. 15-4-00443-3; and **TORY FIDLER** and **TRACY FIDLER**, husband and wife ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in Skagit County, Washington:

See attached Exhibit A attached hereto and incorporated herein by this reference.

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

The northerly 10 feet of the easterly 145 feet of the above-described Property.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. 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, street lights, meters, fixtures, 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, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. Restoration. Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent which consent shall not be unreasonably withheld.

6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

7. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated any improvements, including but not limited to poles, remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

8. Successors and Assigns. PSE 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 only for purposes of the provision of electrical power and communication lines to support electrical power systems. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this 8th day of September, 2016

OWNER:

BY: Star Fidler
STAR FIDLER, Personal Representative of
the ESTATE OF GARY J. FIDLER

BY: Star Fidler
STAR FIDLER

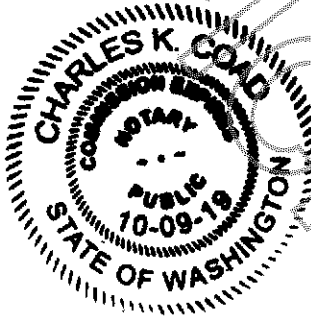
BY: Tory Fidler
TORY FIDLER

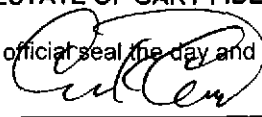
BY: Tracy Fidler
TRACY FIDLER

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 8th day of September, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STAR FIDLER to me known to be the person(s) who signed as **Personal Representative** of **THE ESTATE OF GARY J. FIDLER** and executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed and the free and voluntary act and deed of **THE ESTATE OF GARY FIDLER** for the uses and purposes therein mentioned; and on oath stated that he/she/they is/are authorized to execute the said instruction on behalf of **THE ESTATE OF GARY FIDLER**.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.





(Signature of Notary)

Charles K. Coad

(Print or stamp name of Notary)

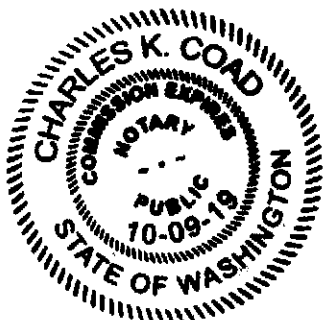
NOTARY PUBLIC in and for the State of Washington, residing at Snohomish, WA
My Appointment Expires: 10/9/19

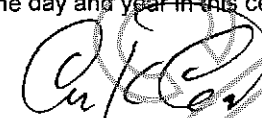
Notary seal, text and all notations must not be placed within 1" margins

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 8th day of September, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STAR FIDLER, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that she signed the same as her 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.





(Signature of Notary)

Charles K. Coad

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Snohomish, WA
My Appointment Expires: 19/9/19

Notary seal, text and all notations must not be placed within 1" margins

EXHIBIT A
(Legal Description)

That portion of the NW ¼ of Section 20, Township 33 North, Range 4 East, W.M., described as follows: The East ½ of the Northwest ¼ of the Northwest ¼, EXCEPT County road right-of-way along the North line thereof including that portion conveyed to Skagit County by deed recorded as Auditor's File No. 276945; ALSO EXCEPT that certain 50 foot wide strip of land taken for Drainage District No. 17 in Skagit County Cause No. 17539; ALSO EXCEPT that portion thereof taken for road purposes by the State of Washington in Skagit County Cause No. 30390;

ALSO EXCEPT that portion conveyed to Precision General Contractors, Inc., by deed dated October 29, 1970, and recorded November 30, 1970 as Auditor's File No. 746240 and more particularly described as follows:

That portion of the Northwest ¼ of the Northwest ¼ of Section 20, Township 33 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the proposed East right-of-way line of the FR 7 line and proposed South right-of-way line of SR 534, as both are shown in detail within that certain map known as SR 5 MP 218.79 to MP 222.10 Conway Hill to Johnson Road, Sheet 6 of 20 sheets now of record and on file in the office of the Director of Highways, Olympia, Washington, and bearing date of approval, June 20, 1968, the center line of which is also shown of record in Volume A of Highway Plats, page 115, File No. 718672, records of Skagit County; thence South 1°19'45" West along said East right-of-way line of the FR 7 line a distance of 200 feet; thence South 88°40'15" East 260 feet; thence North 1°19'45" East 243.98 feet to the South right-of-way line of said SR 534; thence South 81°43'40" West along said South right-of-way line 263.69 feet to the point of beginning.

**SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR SKAGIT COUNTY**

SKAGIT COUNTY, WASH
FILED

DEC 22 2015

MAVIS E. BETZ, CO. CLERK
Deputy

ESTATE OF: GARY J. FIDLER Deceased	CASE NO. 15-4-00443-3 LETTERS TESTAMENTARY
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1.1 The last will of GARY J. FIDLER late of Skagit County was duly exhibited proven and recorded in this court on DECEMBER 22, 2015.

1.2 In that will STAR M. FIDLER named personal representative.

1.3 The personal representative has qualified.

II. CERTIFICATION

THIS IS TO CERTIFY THAT STAR M. FIDLER is authorized by this court to execute the will of the above decedent according to law.

DATED DECEMBER 22, 2015

MAVIS BETZ
COUNTY CLERK AND CLERK OF THE SUPERIOR COURT

BY Kristen A. Denton, Deputy Clerk

III. CERTIFICATE OF COPY

STATE OF WASHINGTON)) ss
COUNTY OF SKAGIT))

I, MAVIS BETZ, Clerk of the Superior Court of Skagit County, certify that the above is a true and correct copy of the Letters Testamentary in the above-named case which was entered of record on DECEMBER 22, 2015.

I further certify that these letters are now in full force and effect.

DATED 12-14-15 MAVIS BETZ
COUNTY CLERK AND CLERK OF THE SUPERIOR COURT

BY [Signature] Deputy Clerk

