



201802160143

Skagit County Auditor \$79.00  
2/16/2018 Page 1 of 6 3:57PM

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attention: R/W Department  
PO Box 97034 / EST-06E-TH  
Bellevue, WA 98009-9734

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
2018038  
FEB 16 2018

Amount Paid \$13.90  
Skagit Co. Treasurer  
By *man* Deputy



**AMENDMENT OF EASEMENT AND CONFIRMATION AGREEMENT**

REFERENCE #:   
GRANTOR: LEY  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: PTN OF THE E 1/4 OF NE 1/4 SEC. 26, TWN 33N, RNG 04E, W.M.  
ASSESSOR'S PROPERTY TAX PARCEL: P17333; 330426-1-005-0000

This Amendment of Easement and Confirmation Agreement ("Agreement" herein) is made and entered into this 8th of February, 2018, by and between LAY LEY, an unmarried man ("Grantor"), and Puget Sound Energy, Inc., a Washington corporation ("PSE").

PSE is the holder of certain perpetual easement rights pursuant to those certain easements (the "Easement") from LAY LEY, dated AUGUST 3, 2016 and recorded under Auditor File Number 201612010061, in the Real Property Records of Skagit County, Washington. The Grantor herein is the present owner of the real property described in EXHIBIT "A" attached hereto and by this reference made a part hereof of which a portion of the property is encumbered by said easement as described in EXHIBIT "B". The Grantor herein and PSE wish to clarify certain matters regarding the above mentioned easement.

NOW, THEREFORE, for and in consideration of good and valuable consideration in hand paid, the parties hereto confirm and agree as follows:

Section 1. The Easement, as granted in SKAGIT COUNTY, WASHINGTON, as hereinafter amended, remains in full force and effect.

Section 2. the Easement legal description is amended as described in EXHIBIT "C" attached hereto and by this reference made a part hereof.

Section 3. The Purpose clause of said Easement is hereby amended to include: **One distribution pole with any and all necessary or convenient appurtenances thereto within Easement Area 2.**

Section 4. This Agreement shall be binding upon and inure to the benefit of Successors and Assignees of both parties.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first set forth above.

GRANTOR:

BY: [Signature]  
LAY LEY

STATE OF WASHINGTON)

) ss

COUNTY OF

On this 8<sup>th</sup> day of FEBRUARY, 20 18, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LAY LEY, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the use and purposes therein mentioned;

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



[Signature]  
(Signature of Notary)

Thomas F Horton

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at BELLEVUE

My Appointment Expires: 3-15-21

Notary seal, text and all notations must be inside 1" margins



**EXHIBIT "A"**

**PROPERTY LEGAL DESCRIPTION**

**TRACT 1 OF SKAGIT COUNTY SHORT PLAT NO. 50-78, APPROVED JULY 28, 1978 AND RECORDED AUGUST 2, 1978 IN VOLUME 2 OF SHORT PLATS, PAGE 244, UNDER AUDITOR'S RECORDING NUMBER 884705, BEING A PORTION OF THE EAST ½ OF THE NORTHEAST ¼ SECTION 26, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M.**

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

**EXHIBIT "B"**

**OLD EASEMENT AREA LEGAL DESCRIPTION**

**TWO (2) EASEMENT AREAS FIVE (5) FEET IN WIDTH WITH TWO AND ONE HALF (2 1/2) FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:**

**EASEMENT AREA 1:**

**BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE HIGHWAY 534 AND THE ANCHOR GUY WIRE AS CONSTRUCTED OR TO BE CONSTRUCTED;**

**THENCE SOUTHWESTERLY AND GENERALLY AT RIGHT ANGLES A DISTANCE OF TEN (10) FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION.**

**EASEMENT AREA 2:**

**BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE HIGHWAY 534 AND THE POLE AS CONSTRUCTED OR TO BE CONSTRUCTED;**

**THENCE SOUTHWESTERLY AND GENERALLY AT RIGHT ANGLES A DISTANCE OF FIVE (5) FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION.**

**EXHIBIT "C"**

**NEW EASEMENT AREA LEGAL DESCRIPTION**

**TWO (2) EASEMENT AREAS FIVE (5) FEET IN WIDTH WITH TWO AND ONE HALF (2 1/2) FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:**

**EASEMENT AREA 1:**

**BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE HIGHWAY 534 AND THE POLE AS CONSTRUCTED OR TO BE CONSTRUCTED;**

**THENCE SOUTHWESTERLY AND GENERALLY AT RIGHT ANGLES A DISTANCE OF TEN (10) FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION.**

**EASEMENT AREA 2:**

**BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE HIGHWAY 534 AND THE POLE AS CONSTRUCTED OR TO BE CONSTRUCTED;**

**THENCE SOUTHWESTERLY AND GENERALLY AT RIGHT ANGLES A DISTANCE OF FIVE (5) FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION.**