

RETURN ADDRESS:
Puget Sound Energy, Inc.
ATTN: Real Estate/Right-of-Way
1660 Park Lane
Burlington, WA 98233

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY BELEN MARTINEZ
DATE 09/10/2024



AMENDMENT OF EASEMENT AND CONFIRMATION AGREEMENT

REFERENCE #: 202301310028
GRANTOR (Owner): PUNKIN CENTER WEST, LLC, and PUNKIN CENTER, LLC
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: Lt 1 & Lt 3, Punkin Center, Ptn NW ¼ Sec. 14, T. 35 N, R. 06 E W.M.
ASSESSOR'S TAX #: P41204/350614-2-004-0009 and P41175/ 350614-0-006-0001

This Amendment of Easement and Confirmation Agreement ("Agreement" herein) is made and entered into this 10th of September, 2024, by and between **PUNKIN CENTER WEST, LLC**, a Washington limited liability company, and **PUNKIN CENTER, LLC**, a Washington limited liability company ("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 **PUNKIN CENTER WEST, LLC**, a Washington limited liability company, and **PUNKIN CENTER, LLC**, a Washington limited liability company, dated **January 27, 2023** and recorded under Auditor File Number **202301310028**, 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 which is the property encumbered by said easement. 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 January 2023 as hereinafter amended, remains in full force and effect.

Section 2. The legal description of the Easement Area lying within the property described in said Exhibit "A" is hereby amended as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.


Section 3. 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.

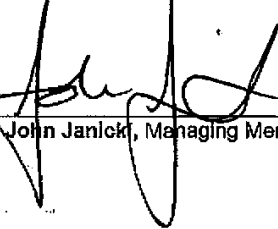
OWNER:

Punkin Center West, LLC,
a Washington limited liability company

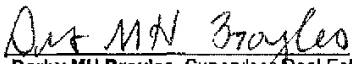
By 
John Janicki, Manager

By 
Peter Janicki, Manager

PUNKIN CENTER, LLC,
a Washington limited liability company

By 
John Janicki, Managing Member

PUGET SOUND ENERGY, INC.,
a Washington corporation

By: 
Darby MH Broyles, Supervisor Real Estate

STATE OF WASHINGTON)
) SS
 COUNTY OF SKAGIT)

On this 9 day of September, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John Janicki to me known to be the person who signed as the Manager of Punkin Center West, LLC, and Managing Member of Punkin Center, LLC, the limited liability companies that executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said companies, for the uses and purposes therein mentioned; and on oath stated that they are authorized to execute the said instrument on behalf of said limited liability companies.

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

Notary Public
 State of Washington
 Tiffany A Guwin
 Commission No. 22016105
 Commission Expires 03-10-26

Tiffany Guwin
 (Signature of Notary)

Tiffany Guwin
 (Print or stamp name of Notary)

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

My Appointment Expires: 03/10/26

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

STATE OF WASHINGTON)
) SS
 COUNTY OF SKAGIT)

On this 9 day of September, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Peter Janicki to me known to be the person who signed as the Manager of Punkin Center West, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said company, for the uses and purposes therein mentioned; and on oath stated that they are authorized to execute the said instrument on behalf of said limited liability company.

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

Notary Public
 State of Washington
 Tiffany A Guwin
 Commission No. 22016105
 Commission Expires 03-10-26

Tiffany Guwin
 (Signature of Notary)

Tiffany Guwin
 (Print or stamp name of Notary)

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

My Appointment Expires: 03/10/26

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

Mary Monson
(Signature of Notary)

Mary Morrison
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes, WA
My Appointment Expires: 4/01/2027

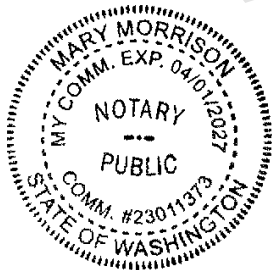


Exhibit "A"
(Real Property Legal Description)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 06 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 AND LOT 3 OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT, APPROVED BY THE TOWN OF HAMILTON ON JULY 30, 2019, AND RECORDED AUGUST 1, 2019 UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 201908010055, AND RE-RECORDED NOVEMBER 20, 2019 UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 201911200134.

SITUATE IN THE TOWN OF HAMILTON, SKAGIT COUNTY, STATE OF WASHINGTON.

Exhibit "B"
(Easement Area Description)

EASEMENT AREA No. 1 (OVERHEAD AND UNDERGROUND): A RIGHT OF WAY TWENTY (20) FEET IN WIDTH WITH TEN (10) FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS: THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY.

EASEMENT AREA No. 2 (VAULTS):

ALL AREAS LOCATED WITHIN A TEN (10) FEET PERIMETER OF THE EXTERIOR SURFACE OF ALL VAULTS AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY; EXCEPT ANY PORTION LYING WITHIN EASEMENT AREA No. 1.

EASEMENT AREA No. 3 (GUYS AND ANCHORS): A RIGHT OF WAY TEN (10) FEET IN WIDTH WITH FIVE (5) FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS: THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY.

This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.