



202310240030

10/24/2023 11:52 AM Pages: 1 of 4 Fees: \$206.50  
Skagit County Auditor

RETURN TO:  
Public Utility District No. 1 of Skagit County  
1415 Freeway Drive  
Mount Vernon, WA 98273-1436

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Dena Thompson  
DATE 10.24.23

**PUD UTILITY EASEMENT**

THIS AGREEMENT is made this 12th day of September, 2023, between **LEADER LAKE, LLC, and James A. Cook, and Terri E. Cook**, hereinafter referred to as "Grantor(s)", and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON**, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantor(s) are the owners of certain lands and premises situated in the County of Skagit, and

WHEREAS, the District wishes to acquire certain rights and privileges along, within, across, under, and upon the said lands and premises.

NOW, THEREFORE, Grantor(s), for and in consideration of mutual benefits and other valuable consideration, receipt of which is hereby acknowledged, conveys and grants to the District, its successors or assigns, the perpetual right, privilege, and authority to do all things necessary or proper in the construction and maintenance of water, sewer, electrical, and communication lines and/or other similar public service related facilities. This includes the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, change the size of, relocate, connect to and locate at any time pipe(s), line(s) or related facilities, along with necessary appurtenances for the transportation and control of water, sewer, electrical, and electronic information on facilities for underground only on the following described lands and premises in the County of Skagit, State of Washington, to wit:

**Tax Parcel Number: P17924, P74584, P74585, AND P74586**

**P17924:**

Government Lot 2 in Section 6, Township 33 North, Range 5 East of the Willamette Meridian; except any portion lying within Public Roads. Situate In Skagit County, Washington.

**P74584:**

Westerly 40.00 Feet of Lot 1 and all of Lots 2 to 7 and 13 and 14 of Block 7, Plat of the Town of Montborne, according to the Plat thereof recorded in Volume 2 of Plats, page 80, Records of Skagit County, Washington. together with vacated Streets and Alleys Adjacent, if any, per Af#201908260136 and Skagit County Contract #C20190366. Situate in Skagit County, Washington.

**P74585:**

Westerly 40.00 Feet of Lot 1 and all Lot 15 and Lot 16, Plat of the Town of Montborne according to the Plat thereof recorded in Volume 2 of Plats, page 80, records of Skagit County, Washington. Together with vacated Streets and Alleys adjacent, if any, Per, Af#201908260136 and Skagit County Contract #C20190366. Situate in Skagit County, Washington.

**P74586:**

Lots 1 to 18, Block 8, Plat of the Town of Montborne according to the Plat thereof recorded in Volume 2 of Plats, page 80, records of Skagit County Washington. Together with vacated Streets and Alleys adjacent, if any, Per Af#201908260136 and Skagit County Contract #C20190366. Survey Recorded Under Af#200704040094. Survey Af#200908250040. Situate in Skagit County, Washington.

on the easement described as follows (See Exhibit A – Easement Map):

The South 20.00 feet of Government Lot 2; Together with the West 20.00 Feet, of the South 396.26 Feet, of Government Lot 2; Also together with the North East 20.00 Feet of Parcel P74585; Also together with the North East 20.00 Feet of Parcel P74584; Also together with the North East 20.00 Feet of Parcel P74586, As described herein; Section 6, Township 33 North, Range 5 East W.M. Situate in Skagit County, Washington.

Grantor(s) authorizes the District the right of ingress and egress from said lands of the Grantor(s). The Grantor(s) also gives the District permission to cut, trim and/or remove all timber, trees, brush, or other growth standing or growing upon the lands of the Grantor(s) in the described easement for the purposes of the activities listed above, as well as the right to cut, trim and/or remove vegetation which, in the opinion of the District, constitutes a menace or danger to said pipe(s), line(s) or related facilities, and/or to persons or property by reason of proximity to the line. The Grantor(s) agrees that title to all brush, other vegetation or debris trimmed, cut, and removed from the easement pursuant to this Agreement is vested in the District.

Grantor(s), their heirs, successors, or assigns hereby conveys and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the General Manager of the District. Grantor(s) shall conduct their activities and all other activities on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements or other facilities, now or hereafter maintained upon the easement or in any way interfere with, obstruct or endanger the District's use of the easement.

The Grantor(s) also agree to and with the District and warrant that the Grantor(s) lawfully own the land aforesaid, has a good and lawful right and power to sell and convey same, that same is free and clear of encumbrances except as indicated in the above legal description, and that Grantor(s) will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Any mortgage on said land held by a mortgagee is hereby subordinated to the rights herein granted to the District; but in all other respects the mortgage shall remain unimpaired.

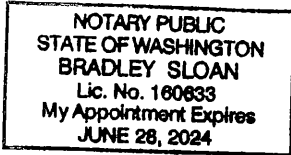
In Witness Whereof, the Grantor(s) hereunto sets his hand and seal this 12 day of September, 2023.

Owner \_\_\_\_\_  
Print Title \_\_\_\_\_  
James A. Cook  
Signature \_\_\_\_\_  
James A. Cook  
Print Name \_\_\_\_\_

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **James A. Cook** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 9/12/2023 \_\_\_\_\_  
(Signature) [Signature]



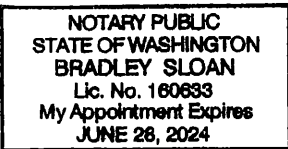
Notary Public in and for the State of Washington  
(Printed Name) Bradley Sloan  
My appointment expires: 6-28-2024

Owner \_\_\_\_\_  
Print Title \_\_\_\_\_  
Terri E. Cook  
Signature \_\_\_\_\_  
Terri E. Cook  
Print Name \_\_\_\_\_

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Terri E. Cook** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 9/12/2023 \_\_\_\_\_  
(Signature) [Signature]



Notary Public in and for the State of Washington  
(Printed Name) Bradley Sloan  
My appointment expires: 6-28-2024

Managing Member  
Print Title

James A. Cook  
Signature

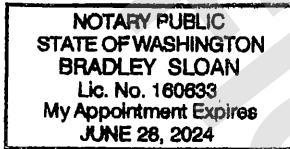
James A. Cook  
Print Name

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **James A. Cook** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath, stated that he was authorized to execute the instrument and acknowledged it as the **Managing Member** of **Leader Lake LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 9/12/2023

(Signature) [Signature]  
Notary Public in and for the State of Washington



(Printed Name) Bradley Sloan  
My appointment expires: 6-28-2024

Managing Member  
Print Title

Terri E. Cook  
Signature

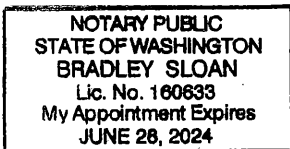
Terri E. Cook  
Print Name

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Terri E. Cook** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Managing Member** of **Leader Lake LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

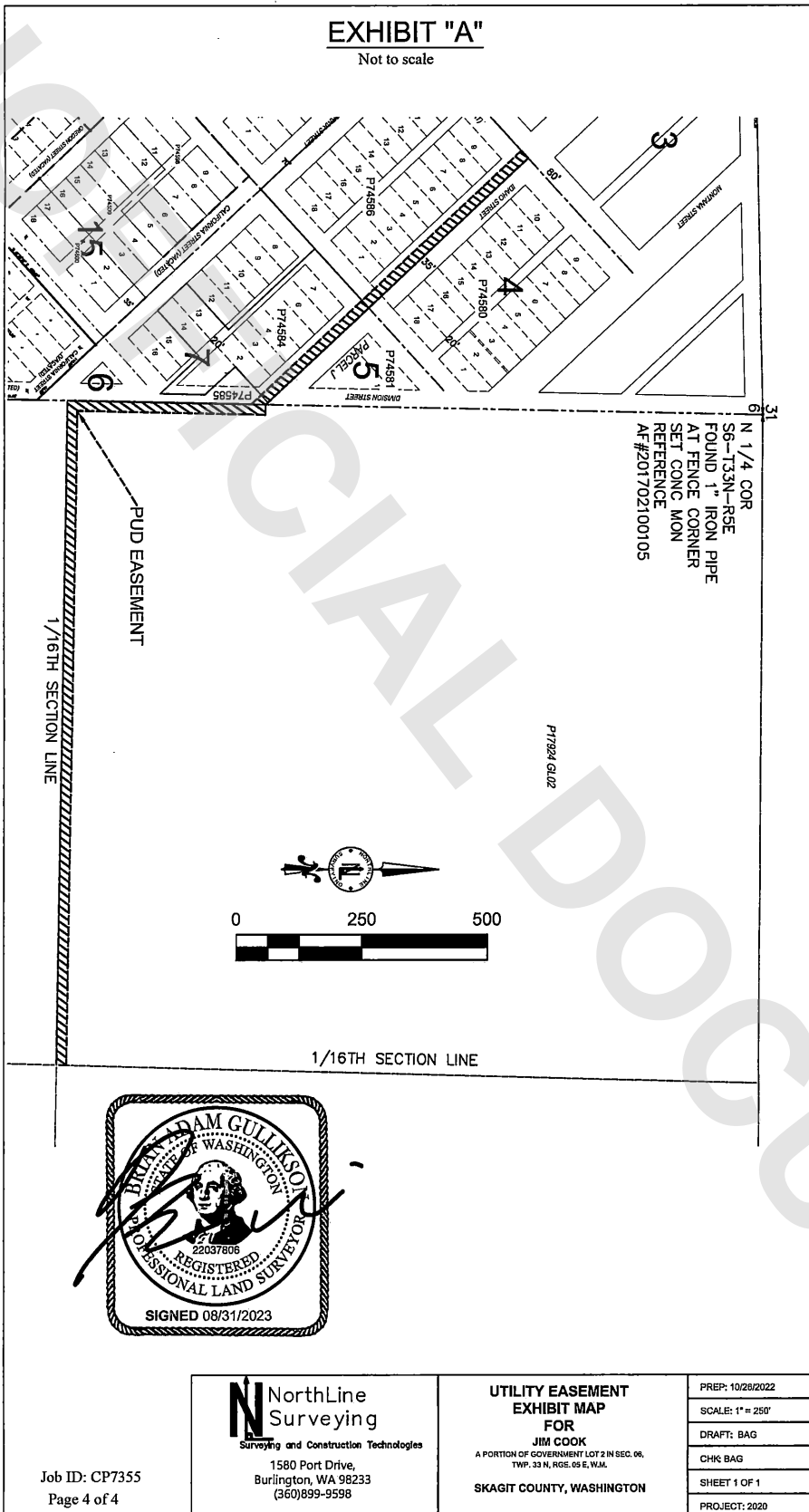
Date: 9/12/2023

(Signature) [Signature]  
Notary Public in and for the State of Washington



(Printed Name) Bradley Sloan  
My appointment expires: 6-28-2024

**EXHIBIT "A"**  
 Not to scale



Job ID: CP7355  
 Page 4 of 4

**N** NorthLine  
 Surveying  
 Surveying and Construction Technologies  
 1580 Port Drive,  
 Burlington, WA 98233  
 (360)899-9598

**UTILITY EASEMENT  
 EXHIBIT MAP  
 FOR  
 JIM COOK**  
 A PORTION OF GOVERNMENT LOT 2 IN SEC. 06,  
 TWP. 33 N, RGE. 05 E, W.M.  
**SKAGIT COUNTY, WASHINGTON**

PREP: 10/26/2022
SCALE: 1" = 250'
DRAFT: BAG
CHK: BAG
SHEET 1 OF 1
PROJECT: 2020