

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: Real Estate/Right of Way  
1660 Park Lane  
Burlington, WA 98233

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Kaylee Oudman  
DATE 08/16/2022



**EASEMENT**

REFERENCE #: N/A  
GRANTOR: **JAMES A. COOK and TERRI E. COOK, LEADER LAKE, LLC, ELK PROPERTIES, LLC, and JORDAN TURNER and SHANE TURNER**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Ptn Biks 15, 16, 18 & 19, PLAT OF THE TOWN OF MONTBORNE (Ptn NW06-33N-05E)**  
ASSESSOR'S TAX #: **P74600 (4135-015-018-0008), P74601 (4135-016-014-0000), P74603 (4135-018-018-0002), P74605 (4135-019-016-0002), P74606 (4135-019-018-0000), and P74599 (4135-015-016-0000)**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **JAMES A. COOK and TERRI E. COOK**, husband and wife, **LEADER LAKE, LLC**, a Washington limited liability company, and **ELK PROPERTIES, LLC**, a Washington limited liability company, and **JORDAN TURNER and SHANE TURNER**, wife and husband ("Owner"), hereby grants and conveys, including any hereafter acquired rights or title, to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across and through the following described real property in Skagit County, Washington (the "Property"):

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

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

**EASEMENT No. 1: ALL STREETS AND ROAD RIGHTS-OF-WAY AS NOW OR HEREAFTER DESIGNED, PLATTED, AND/OR CONSTRUCTED WITHIN THE ABOVE DESCRIBED PROPERTY.**

**EASEMENT No. 2: 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 REAL PROPERTY, AS GENERALLY SHOWN ON EXHIBIT "B".**

**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 the purposes of transmission, distribution and sale of electricity. Such systems may include:

- a. 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.

**b. Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, 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.

**2. Access.** PSE shall have a reasonable right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

**3. Easement Area Clearing and Maintenance.** PSE shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right 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.

**4. 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 reasonable judgment cause damage to PSE's systems and/or present a hazard to the general public health, safety or welfare as defined in RCW 64.12.035. 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.

**5. Restoration.** Following the 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.

**6. 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 perform the following activities without PSE's prior written consent: (1) excavate within or otherwise change the grade of the Easement Area; (2) construct or maintain any buildings, structures or other objects on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities.

**7. Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of PSE's negligence, or the negligence of PSE's employees, agents or 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, its employees, agents or contractors or the negligence of third parties.

**8. Attorneys' Fees.** The prevailing party in any lawsuit brought to enforce or interpret the terms of this Easement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.

**9. Successors and Assigns.** This Easement is binding upon and will inure to the benefit of the successors and permitted assigns of the parties. PSE may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Owner, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign this Easement to an affiliate

or in connection with a merger, acquisition, corporate reorganization, sale of assets or other change in control.

**10. Complete Agreement; Amendment; Counterparts.** This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document executed by the authorized representatives of Owner and PSE. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

**11. Warranty and Representation of Authority.** The parties each represent to the other that the person or persons executing this Easement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to this Easement, and the obligations hereunder, have been obtained. Owner further warrants to PSE that it has the necessary right, title and interests in the Property to grant the easement rights set forth herein.

**12. Severability.** Invalidation of any of the provisions contained in this Easement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

**13. Non-Waiver.** The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

DATED this 29 day of July, 2022.

[signatures follow next pages]

OWNER: as to P74600 (4135-015-018-0008)

ELK PROPERTIES, LLC, a Washington limited liability company

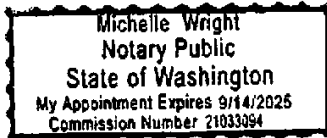
By: James A Cook  
JAMES A. COOK, manager of ELK PROPERTIES, LLC

By: Terri Cook  
TERRI E. COOK, manager of ELK PROPERTIES, LLC

STATE OF WASHINGTON )  
COUNTY OF SKAGIT } SS

On this 29th day of JULY, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES A. COOK and TERRI E. COOK, to me known to be the person(s) who signed as managers, of ELK PROPERTIES, 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 ELK PROPERTIES, LLC, for the uses and purposes therein mentioned; and on oath stated that they are authorized to execute the said instrument on behalf of said ELK PROPERTIES, LLC.

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



Michelle Wright  
(Signature of Notary)  
Michelle Wright  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Mt. Vernon, WA, Skagit County  
My Appointment Expires: 09/14/2025

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

OWNER: as to P74601 (4135-016-014-0000), P74605 (4135-019-016-0002), and P74606 (4135-019-018-0000)

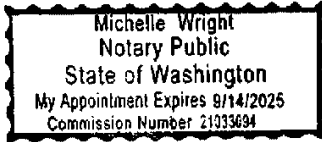
By: James A. Cook  
James A. Cook

By: Terri E. Cook  
Terri E. Cook

STATE OF WASHINGTON )  
                                  ) SS  
COUNTY OF SKAGIT   )

On this 29th day of JULY, 2022, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES A. COOK and TERRI E. COOK, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that they signed the same as their 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.



Michelle Wright  
(Signature of Notary)  
Michelle Wright  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Mt. Vernon, WA, Skagit County  
My Appointment Expires: 9/14/2025

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

OWNER: as to P74603 (4135-018-018-0002)

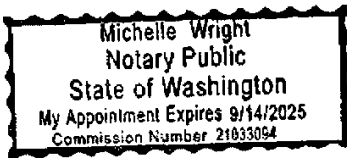
LEADER LAKE, LLC, a Washington limited liability company,

By: James A. Cook  
James A. Cook, Managing Member of LEADER LAKE, LLC

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) SS

On this 29<sup>th</sup> day of July, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES A. COOK, to me known to be the person(s) who signed as managing member of LEADER LAKE, 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 LEADER LAKE, LLC, for the uses and purposes therein mentioned; and on oath stated that he is authorized to execute the said instrument on behalf of said LEADER LAKE, LLC.

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



Michelle Wright  
(Signature of Notary)  
Michelle Wright  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Mt Vernon, WA, Skagit County  
My Appointment Expires: 9/14/2025

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

OWNER: as to P74599 (4135-015-016-0000) and Ptn P74600 (4135-015-018-0008)

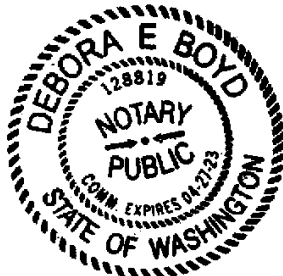
By: Jordan Turner  
JORDAN TURNER

By: Shane Turner  
SHANE TURNER

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SKAGIT )

On this 14 day of August, 2022, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JORDAN TURNER and SHANE TURNER**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that they signed the same as their 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.



Debora E Boyd  
(Signature of Notary)

Debora E Boyd  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Spokane  
My Appointment Expires: 9/27/23

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

**EXHIBIT "A"**  
**(REAL PROPERTY LEGAL DESCRIPTION)**

**P74600**

**LOTS 1 AND 2 AND LOTS 17 AND 18, BLOCK 15, 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 THOSE PORTIONS OF STREETS AND ALLEYS VACATED BY DEED RECORDED UNDER SKAGIT COUNTY RECORDING NUMBER 201908260136 AND SKAGIT COUNTY CONTRACT NUMBER C20190366 THAT UPON VACATION ATTACHED BY OPERATION OF LAW;**

**TOGETHER WITH THE NORTHERLY 22 FEET OF THE SOUTH HALF OF VACATED SHERIDAN STREET LYING BETWEEN AND EXTENDING TO THE CENTERLINES OF VACATED OREGON STREET AND VACATED CALIFORNIA STREET.**

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

**P74601**

**BLOCK 16 IN THE PLAT OF THE TOWN OF MONTBORNE, ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 80, RECORDS OF SKAGIT COUNTY, WASHINGTON;**

**TOGETHER WITH VACATED STREETS AND ALLEYS WHICH UPON VACATION ATTACHED TO SAID PREMISES BY OPERATION OF LAW; EXCEPTING THEREFROM THAT PORTION OF SHERIDAN STREET AS DESCRIBED IN QUIT CLAIM DEED RECORDED SEPTEMBER 16, 2020 AS AUDITORS FILE NO. 202009160101;**

**ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, ACROSS AND UNDER THE SOUTHWESTERLY HALF OF OREGON STREET ADJACENT TO BLOCKS 18 AND 10 OF SAID PLAT.**

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

**P74603**

**BLOCK 18, PLAT OF THE TOWN OF MONTBORNE, ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 80, RECORDS OF SKAGIT COUNTY, WASHINGTON;**

**TOGETHER WITH VACATED STREETS AND ALLEYS WHICH UPON VACATION ATTACHED TO SAID PREMISES BY OPERATION OF LAW;**

**EXCEPT THOSE PORTIONS OF VACATED SHERIDAN STREET, VACATED WASHINGTON STREET, VACATED OREGON STREET, VACATED ALLEY, ALL OF LOT 10 AND THAT PORTION OF LOT 9, BLOCK 18 OF SAID PLAT OF THE TOWN OF MONTBORNE DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF SAID SHERIDAN STREET AND SAID WASHINGTON STREET;**

**LEGAL DESCRIPTIONS CONTINUED...**



THENCE SOUTH 43°01'21" EAST ALONG THE CENTERLINE OF SAID WASHINGTON STREET 59.50 FEET;  
THENCE NORTH 47°38'15" EAST PARALLEL WITH THE CENTERLINE OF SAID SHERIDAN STREET 193.4 FEET;  
THENCE NORTH 22°46'33" WEST 39.80 FEET TO A LINE PARALLEL WITH AND 22.00 FEET SOUTHEASTERLY OF THE CENTERLINE OF SAID SHERIDAN STREET;  
THENCE NORTH 47°38'15" EAST ALONG SAID PARALLEL LINE 111.88 FEET TO THE CENTERLINE OF SAID OREGON STREET;  
THENCE NORTH 43°01'21" WEST ALONG THE CENTERLINE OF SAID OREGON STREET 22.00 FEET TO THE CENTERLINE OF SAID SHERIDAN STREET;  
THENCE SOUTH 47°38'15" WEST ALONG THE CENTERLINE OF SAID SHERIDAN STREET 319.09 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

P74605

LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 17, BLOCK 19, PLAT OF THE TOWN OF MONTBORNE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 80, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THE NORTHWESTERLY 20.00 FEET OF SAID LOT 14;

ALSO, EXCEPT THE SOUTHEASTERLY 4.94 FEET OF SAID LOT 17;

AND ALSO, EXCEPT THE NORTHEASTERLY 60.00 FEET AND THE SOUTHEASTERLY 4.94 FEET OF SAID LOT 2;

AND ALSO, EXCEPT THE NORTHEASTERLY 60.00 FEET OF LOTS 3 THROUGH 5 OF SAID BLOCK 19;

AND ALSO, EXCEPT THE NORTHEASTERLY 60.00 FEET OF THE SOUTHEASTERY 19.97 FEET OF LOT 6 OF SAID BLOCK 19.

TOGETHER WITH THOSE PORTIONS OF STREETS AND ALLEYS VACATED BY DEED RECORDED UNDER SKAGIT COUNTY RECORDING NUMBER 201908260136 AND SKAGIT COUNTY CONTRACT NUMBER C20190366 THAT UPON VACATION ATTACHED BY OPERATION OF LAW.

ALSO, TOGETHER WITH THE SOUTHEASTERLY 1/2 OF LEE STREET LYING BETWEEN THE NORTHWESTERLY EXTENSION OF THE CENTERLINE OF THE ALLEY IN SAID BLOCK 19 AND THE CENTERLINE OF OREGON STREET THAT ATTACHED BY OPERATION OF LAW.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

LEGAL DESCRIPTIONS CONTINUED...

**P74606**

**LOT 1 AND LOT 18, BLOCK 19, 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 THE SOUTHEASTERLY 4.94 FEET OF LOT 17 OF SAID BLOCK 19;**

**ALSO, TOGETHER WITH THE SOUTHEASTFRLY 4.94 FEET AND THE NORTHEASTERLY 60.00 FEET OF LOT 2 OF SAID BLOCK 19;**

**AND ALSO, TOGETHER WITH THE NORTHEASTERLY 60.00 FEET OF LOTS 3, 4, AND 5 OF SAID BLOCK 19;**

**AND ALSO, TOGETHER WITH THE NORTHEASTERLY 60.00 FEET OF THE SOUTHEASTERLY HALF OF LOT 6 OF SAID BLOCK 19;**

**AND ALSO, TOGETHER WITH THOSE PORTIONS OF STREETS AND ALLEYS, VACATED BY DEED RECORDED UNDER SKAGIT COUNTY RECORDING NUMBER 201908260136 AND SKAGIT COUNTY CONTRACT NUMBER C20190366 THAT UPON VACATION ATTACHED BY OPERATION OF LAW;**

**ALSO, TOGETHER WITH THOSE PORTIONS OF VACATED SHERIDAN STREET, VACATED WASHINGTON STREET, VACATED OREGON STREET, VACATED ALLEY, ALL OF LOT 10 AND THAT PORTION OF LOT 9, BLOCK 18 OF SAID PLAT OF THE TOWN OF MONTBORNE MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF SAID SHERIDAN STREET AND SAID WASHINGTON STREET;**

**THENCE SOUTH 43°01'21" EAST ALONG THE CENTERLINE OF SAID WASHINGTON STREET 59.50 FEET;**

**THENCE NORTH 47°38'15" EAST PARALLEL WITH THE CENTERLINE OF SAID SHERIDAN STREET 193.43 FEET;**

**THENCE NORTH 22°46'33" WEST 39.80 FEET TO A LINE PARALLEL WITH AND 22.00 FEET SOUTHEASTERLY OF THE CENTERLINE OF SAID SHERIDAN STREET;**

**THENCE NORTH 47°38'15" EAST ALONG SAID PARALLEL LINE 111.88 FEET TO THE CENTERLINE OF SAID OREGON STREET;**

**THENCE NORTH 43°01'21" WEST ALONG THE CENTERLINE OF SAID OREGON STREET 22.00 FEET TO THE CENTERLINE OF SAID SHERIDAN STREET;**

**THENCE SOUTH 41°38'15" WEST ALONG THE CENTERLINE OF SAID SHERIDAN STREET 319.09 FEET TO THE POINT OF BEGINNING.**

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

**LEGAL DESCRIPTIONS CONTINUED...**

**P74599**

**LOTS 3, 4, 12, 13, 14, 15, 16, 17 AND 18 BLOCK 15 "PLAT OF THE TOWN OF MONTBORNE" AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 80, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

**TOGETHER WITH:**

**THAT PORTION OF THE VACATED ALLEY IN SAID BLOCK LYING BETWEEN SAID LOTS 3 AND 4 AND LOTS 15 AND 16, THAT HAS REVERTED THERETO BY OPERATION OF LAW.;**

**THAT PORTION OF THE SOUTHWESTERLY 1/2 OF THE VACATED ALLEY IN SAID BLOCK THAT HAS REVERTED TO SAID LOTS 12, 13, 14 AND 15 BY OPERATION OF LAW.;**

**THAT PORTION OF THE NORTHEASTERLY 1/2 OF VACATED OREGON STREET THAT HAS REVERTED TO SAID LOTS 12, 13, 14, 15, AND 16 BY OPERATION OF LAW.;**

**THAT PORTION OF THE SOUTHWESTERLY 1/2 OF VACATED CALIFORNIA STREET THAT HAS REVERTED TO SAID LOTS 3 AND 4 BY OPERATION OF LAW.**

**ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, ACROSS AND UNDER THE SOUTHWESTERLY 1/2 OF VACATED OREGON STREET ADJOINING BLOCK 19 OF SAID PLAT.**

**SUBJECT TO MATTERS OF RECORD.**

EXHIBIT B

ASSESSOR'S TAX #: P74600 (4135-015-018-0008), P74601 (4135-016-014-0000), P74603 (4135-018-018-0002),  
P74605 (4135-019-016-0002), P74606 (4135-019-018-0000), and P74599 (4135-015-016-0000)

