



202511070020

11/07/2025 09:54 AM Pages: 1 of 4 Fees: \$356.50
Escrow County Auditor

Document Title: POD Utility Easement

Reference Number :

Grantor(s):

☐ additional grantor names on page ____

1. Michael W. Heane

2.

Grantee(s):

☐ additional grantee names on page ____

1. Public Utility District No. 1 of Skagit County

2.

Abbreviated legal description:

☐ full legal on page(s) ____

12/35/16

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P45121

I, Karen Christensen, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$303.50 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

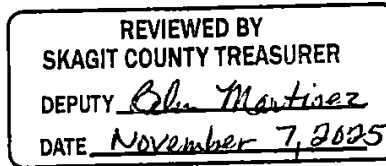
Signed

Karen Christensen

Dated

11/7/2025

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



PUD UTILITY EASEMENT

Grantor: Michael W. Keane
Grantee: Public Utility District No. 1 of Skagit County
Short Legal: THAT PORTION OF GOVERNMENT LOT 1, SECTION 12, TOWNSHIP 35
NORTH, RANGE 10 EAST, W.M.
Assessor's Tax Parcel: P45121

THIS AGREEMENT is made this 28th day of October, 2025, between Michael W. Keane, an individual, 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 permanent, perpetual, non-exclusive rights and privileges along, over, within, across, under, through, and upon the said lands and premises.

NOW, THEREFORE, Grantor(s), for and in consideration of good and valuable consideration, receipt and sufficiency 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 maintenance, rehabilitation, use, operation, and retirement of water and communication lines and/or other similar public service related facilities as authorized by Title 54 RCW "Public Utility Districts". This includes the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, change the size of, relocate, connect to, locate and abandon at any time pipe(s), line(s) or related facilities, along with necessary appurtenances for the transportation and control of water over, across, along, through, upon, in and under the following described lands and premises (the "Property" herein) in the County of Skagit, State of Washington, to wit:

P45121

THAT PORTION OF GOVERNMENT LOT 1, SECTION 12, TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF SAID LOT WITH THE SOUTH LINE OF THE RIGHT OF WAY OF THE STATE HIGHWAY; THENCE EASTERLY ALONG SAID HIGHWAY RIGHT OF WAY LINE 180 FEET; THENCE SOUTHWESTERLY ALONG A CERTAIN DITCH TO THE WEST LINE OF THE EAST 1/2 OF SAID LOT; THENCE NORTH TO THE POINT OF BEGINNING. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

Except as may be otherwise set forth herein, the District's rights shall be exercised on the easement area described as follows:

62 feet east from the northwest property corner of P45121 along State Route 20 Right of Way, 5 feet on either side of waterline, and in continuity with State Route 20 Right of Way (See Exhibit A Easement Sketch).

Grantor(s) authorizes the District, its contractor/sub-contractors, consultants, agents, successors or assigns, 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 remove and replace, 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.

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

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

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.

The rights herein granted shall continue until such time as the District terminates such right by written instrument. No termination shall be deemed to have occurred by the District's failure to install its systems on the easement area.

The District 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 to any public or private utility.

In Witness Whereof, the Grantor(s) hereunto sets his hand and seal this 28th day of October, 2025.

Grantor

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Michael W. Keane is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 10/28/2025

(Signature)

Notary Public in and for the State of Washington

(Printed Name) Keanae Berger

My appointment expires: 8/15/2025

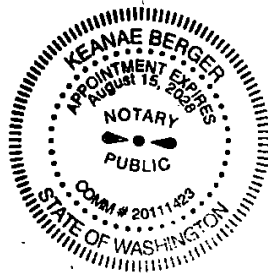


EXHIBIT "A"
Easement Sketch

