



202603190078

03/19/2026 12:32 PM Pages: 1 of 5 Fees: \$307.50
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 Belen Martinez
DATE 3/19/26

PUD UTILITY EASEMENT

Reference #:
Grantor: LGI Homes-Washington, LLC
Grantee: Public Utility District No. 1 of Skagit County
Short Legal: Ptn. Tract 72, Burlington Acreage Property,
Vol. 1 of plats, page 49
Assessor's Tax Parcel: P62772

THIS AGREEMENT is made this 16TH day of MARCH, 2026, between LGI HOMES-WASHINGTON, LLC, 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 construction, placement, installation, maintenance, use, operation, and retirement of water, sewer, electrical, 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, sewer, electrical, and electronic information 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:

P62772
See Exhibit A attached hereto and by this reference made a part hereof

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

See Exhibit B – Easement Description and Exhibit C – Easement Map

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/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.

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.

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. Fences constructed across the easement area shall have gates or removable sections installed not less than twelve feet wide.

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 16TH day of MARCH, 2026.

[Signature]
Signature

Officer

Print Title

Ian Slater

Print Name

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Ian Slater** 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 **Officer** of **LGI Homes-Washington, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 3/16/2026

(Signature) [Signature]
Notary Public in and for the State of Washington
(Printed Name) DAWSON HAUFF
My appointment expires: 11/3/2028

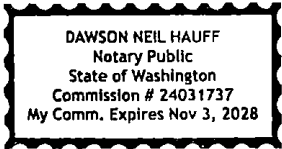


EXHIBIT A
ENCUMBERED PARCEL LEGAL DESCRIPTION

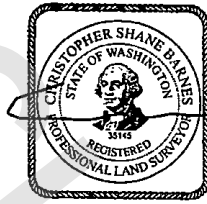
TRACT 72, OF PLAT OF THE BURLINGTON ACREAGE PROPERTY, ACCORDING TO THE PLAT THEREOF,
RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

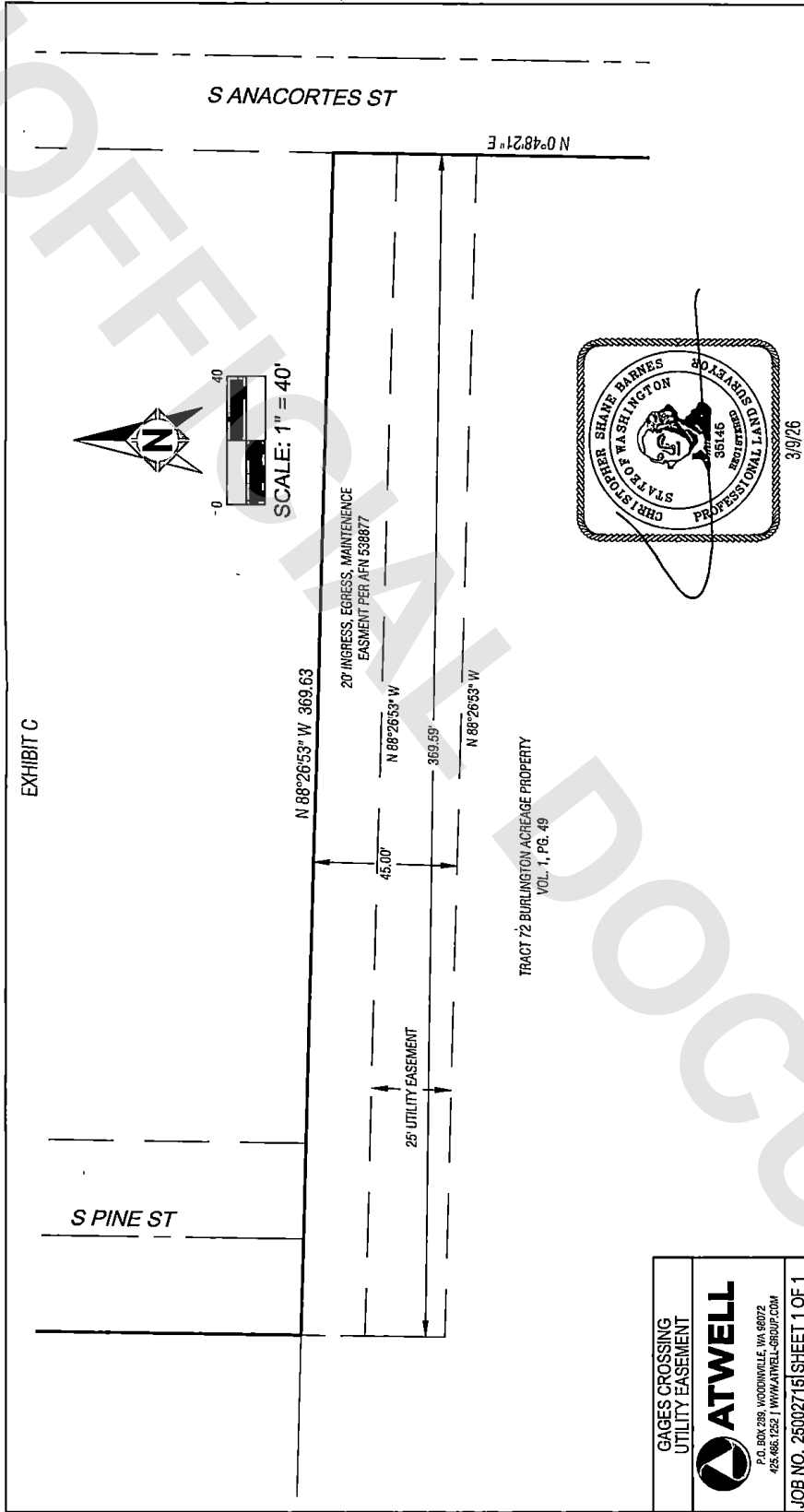
EXHIBIT B
UTILITY EASEMENT LEGAL DESCRIPTION

THE SOUTHERLY 25.00 FEET OF THE NORTHERLY 45.00 FEET OF THE EASTERLY 369.59 FEET OF TRACT 72,
OF PLAT OF THE BURLINGTON ACREAGE PROPERTY, ACCORDING TO THE PLAT THEREOF, RECORDED IN
VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



3/9/26



CP13049

Page 3 of 5