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06/02/2026 11:01 AM Pages: 1 of 6 Fees: \$308.50
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 Kayle Rowland
DATE 6/2/2026

PUD UTILITY EASEMENT

Reference #:

Grantor: LGI Homes-Washington, LLC

Grantee: Public Utility District No. 1 of Skagit County

Short Legal: PTN Lots 4-6, BLK 129 & 1-4 BLK 132, 1ST add to Burlington, Vol. 3, Pg 11, and TR 72, Burlington Acreage Property Vol. 1, Pg. 49.

Assessor's Tax Parcel: P133596, P133597, P72178, P72179, & P72181

THIS AGREEMENT is made this 12TH day of MAY, 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:

P133596, P133597, P72178, P72179, & P72181
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 12TH day of MAY, 2026.

[Signature]
Signature

Officer

Ian Slater

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: 5/12/2026

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

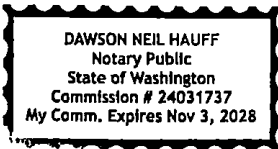


EXHIBIT A
GRANTOR'S REAL PROPERTY LEGAL DESCRIPTION

P133596:

LOTS 4 AND 5, BLOCK 129, FIRST ADDITION TO BURLINGTON, SKAGIT CO. WASH., AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 11, RECORDS OF SKAGIT COUNTY;

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE MONUMENTED INTERSECTION OF EAST RIO VISTA AVENUE AND SOUTH ANACORTES STREET, BEING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 (NORTH 1/4 CORNER) OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.; THENCE NORTH 89° 36' 54" WEST ALONG THE CENTER LINE OF SAID EAST RIO VISTA AVENUE FOR A DISTANCE OF 369.94 FEET TO THE INTERSECTION WITH SOUTH PINE STREET; THENCE SOUTH 0° 22' 11" EAST ALONG THE CENTERLINE OF SAID SOUTH PINE STREET FOR A DISTANCE OF 637.08 FEET TO THE INTERSECTION WITH EAST SHARON AVENUE; THENCE CONTINUE ALONG SAID CENTERLINE OF SOUTH PINE STREET SOUTH 0° 22' 11" EAST FOR A DISTANCE OF 370.30 FEET; THENCE NORTH 89° 37' 26" WEST FOR A DISTANCE OF 30.00 FEET, MORE OR LESS, TO THE WESTERLY MARGIN OF SAID SOUTH PINE STREET AND BEING THE SOUTHEAST CORNER OF LOT 3, CITY OF BURLINGTON SHORT PLAT NO. 5-06, APPROVED NOVEMBER 13, 2006 AND RECORDED NOVEMBER 16, 2006, UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200611160056 AND BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 37' 26" WEST (CALLED NORTH 89° 36' 54" WEST ON THE FACE OF SAID SHORT PLAT) ALONG THE SOUTH LINE OF SAID LOT 3, FOR A DISTANCE OF 119.40 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 0° 22' 11" EAST FOR A DISTANCE OF 122.00 FEET; THENCE SOUTH 89° 37' 26" EAST FOR A DISTANCE OF 119.40 FEET, MORE OR LESS, TO SAID WESTERLY MARGIN OF SOUTH PINE STREET AT A POINT BEARING SOUTH 0° 22' 11" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 0° 22' 11" WEST ALONG SAID WESTERLY MARGIN FOR A DISTANCE OF 122.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

P133597:

LOT 6, BLOCK 129, FIRST ADDITION TO BURLINGTON, SKAGIT CO. WASH., AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 11, RECORDS OF SKAGIT COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF THE NORTH 1/2 OF VACATED CEDAR STREET ABUTTING UPON AND ADJACENT TO SAID LOT 6.

P72178:

LOT 1, BLOCK 132, FIRST ADDITION TO BURLINGTON, SKAGIT CO. WASH., ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 11, RECORDS OF SKAGIT COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING WESTERLY OF THE EAST MARGIN OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY RIGHT-OF-WAY;

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF VACATED CEDAR STREET ABUTTING UPON AND ADJACENT TO THE SOUTH LINE THEREOF.

P72179:

LOTS 2 AND 3, BLOCK 132, FIRST ADDITION TO BURLINGTON, SKAGIT CO. WASH., ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 11, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THAT PORTION THEREOF LYING WESTERLY OF THE EAST MARGIN OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY RIGHT-OF-WAY.

P72181:

THAT PORTION OF TRACTS 72, PLAT OF THE BURLINGTON ACREAGE PROPERTY, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING EASTERLY OF THE RIGHT OF WAY OF THE GREAT NORTHERN RAILWAY COMPANY;

EXCEPT ROAD AND DIKE RIGHT OF WAY;

TOGETHER WITH LOT 4, BLOCK 132, FIRST ADDITION TO BURLINGTON, SKAGIT CO. WASH., ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 11, RECORDS OF SKAGIT COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING WESTERLY OF THE EAST MARGIN OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY RIGHT-OF-WAY.

ALL SITUATED IN SKAGIT COUNTY, WASHINGTON.

EXHIBIT B
EASEMENT LEGAL DESCRIPTION

THAT PORTION OF LOTS 4-6, BLOCK 129 AND LOTS 1-4, BLOCK 132, FIRST ADDITION TO BURLINGTON, SKAGIT CO. WASH., AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 11, AND TRACT 72, PLAT OF THE BURLINGTON ACREAGE PROPERTY, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 49, ALL RECORDS OF SKAGIT COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4, BLOCK 132; THENCE NORTH 00°47'49" EAST, ALONG THE EAST LINE OF SAID LOT 4, 11.87 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 89°11'22" WEST 26.86 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 121.50 FEET; THENCE WESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°42'52", A DISTANCE OF 16.36 FEET; THENCE SOUTH 83°05'46" WEST 36.87 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 31.00 FEET, THE CENTER OF WHICH BEARS SOUTH 62°32'06" EAST; THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°22'07", A DISTANCE OF 18.60 FEET; THENCE SOUTH 06°54'14" EAST 119.00 FEET; THENCE SOUTH 83°05'46" WEST 30.00 FEET; THENCE NORTH 06°54'14" WEST 1121.14 FEET; THENCE SOUTH 88°26'54" EAST 35.38 FEET; THENCE SOUTH 06°54'14" EAST 101.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.50 FEET, THE CENTER OF WHICH BEARS NORTH 51°34'35" EAST; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°28'48", A DISTANCE OF 31.13 FEET; THENCE NORTH 83°05'46" EAST 9.85 FEET; THENCE SOUTH 06°54'14" EAST 31.00 FEET; THENCE SOUTH 83°05'46" WEST 9.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.50 FEET, THE CENTER OF WHICH BEARS SOUTH 06°54'17" EAST; THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 168°54'51", A DISTANCE OF 89.92 FEET; THENCE SOUTH 04°00'29" WEST 0.55 FEET; THENCE SOUTH 89°11'22" EAST 147.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 29.80 FEET, THE CENTER OF WHICH BEARS NORTH 02°16'41" EAST; THENCE EASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°12'01", A DISTANCE OF 11.55 FEET; THENCE NORTH 00°47'49" EAST 74.18 FEET; THENCE SOUTH 88°27'26" EAST 5.00 FEET; THENCE SOUTH 00°47'49" WEST 113.48 FEET TO A POINT HEREINAFTER KNOWN AS "A"; THENCE CONTINUING SOUTH 00°47'49" WEST 724.06 FEET TO THE **TRUE POINT OF BEGINNING**;

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS;

BEGINNING AT THE AFOREMENTIONED POINT "A"; THENCE NORTH 89°12'11" WEST 5.00 FEET TO THE **TRUE POINT OF BEGINNING** OF SAID EXCEPTED PORTION, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 26.00 FEET, THE CENTER OF WHICH BEARS SOUTH 25°51'25" WEST; THENCE WESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°02'47", A DISTANCE OF 11.37 FEET; THENCE NORTH 89°11'22" WEST 125.00 FEET; THENCE NORTH 00°48'38" EAST 4.50 FEET; THENCE NORTH 89°11'22" WEST 8.42 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.50 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°42'52", A DISTANCE OF 52.02 FEET; THENCE SOUTH 06°54'14" EAST 2.48 FEET; THENCE SOUTH 66°54'14" EAST 9.81 FEET; THENCE SOUTH 06°54'14" EAST 456.37 FEET; THENCE SOUTH 53°05'46" WEST 9.81 FEET; THENCE SOUTH 06°54'14" EAST 166.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.50 FEET; THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°15'18", A DISTANCE OF 26.75 FEET; THENCE SOUTH 04°32'16" WEST 0.57 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 31.00 FEET, THE CENTER OF WHICH BEARS NORTH 32°20'41" EAST; THENCE EASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°14'54", A DISTANCE OF 21.24 FEET; THENCE NORTH 83°05'46" EAST 11.28 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 165.00 FEET; THENCE EASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°10'47", A DISTANCE OF 20.68 FEET; THENCE SOUTH 89°13'27" EAST 11.84 FEET; THENCE NORTH 04°09'56" EAST 0.51 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 29.73 FEET, THE CENTER OF WHICH BEARS NORTH 01°50'08" EAST; THENCE EASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°42'30", A DISTANCE OF 11.78 FEET; THENCE NORTH 00°47'49" EAST 677.95 FEET TO THE **TRUE POINT OF BEGINNING** OF SAID EXCEPTED PORTION.

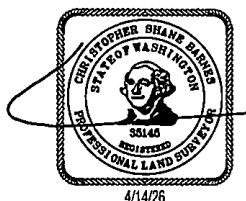
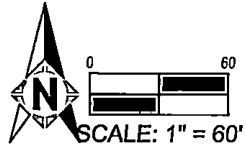


4/14/26

EXHIBIT C

HATCHED AREA REPRESENTS THE 'EXCEPTED PORTION' FROM THE LEGAL DESCRIPTION.

TAG TABLE			
TAG #	RADIUS	DIRECTION/Δ	LENGTH
C1	121.50	7°42'52"	16.36
C2	31.00	34°22'07"	18.60
C8	30.50	50°15'18"	26.75
C9	31.00	39°14'54"	21.24
C10	165.00	7°10'47"	20.68
C11	29.73	22°42'30"	11.78
L1		N 00°47'49" E	11.87
L2		N 89°11'22" W	26.86
L3		S 83°05'46" W	36.87
L13		S 53°05'46" W	9.81
L14		S 04°32'16" W	0.57
L15		N 83°05'46" E	11.28
L16		S 89°13'27" E	11.84
L17		N 03°49'20" E	0.50



GAGE'S CROSSING
UTILITY EASEMENT

ATWELL

P.O. BOX 289, WOODINVILLE, WA 98072
425.486.1252 | WWW.ATWELL-GROUP.COM

JOB NO. 25002715 | SHEET 2 OF 2

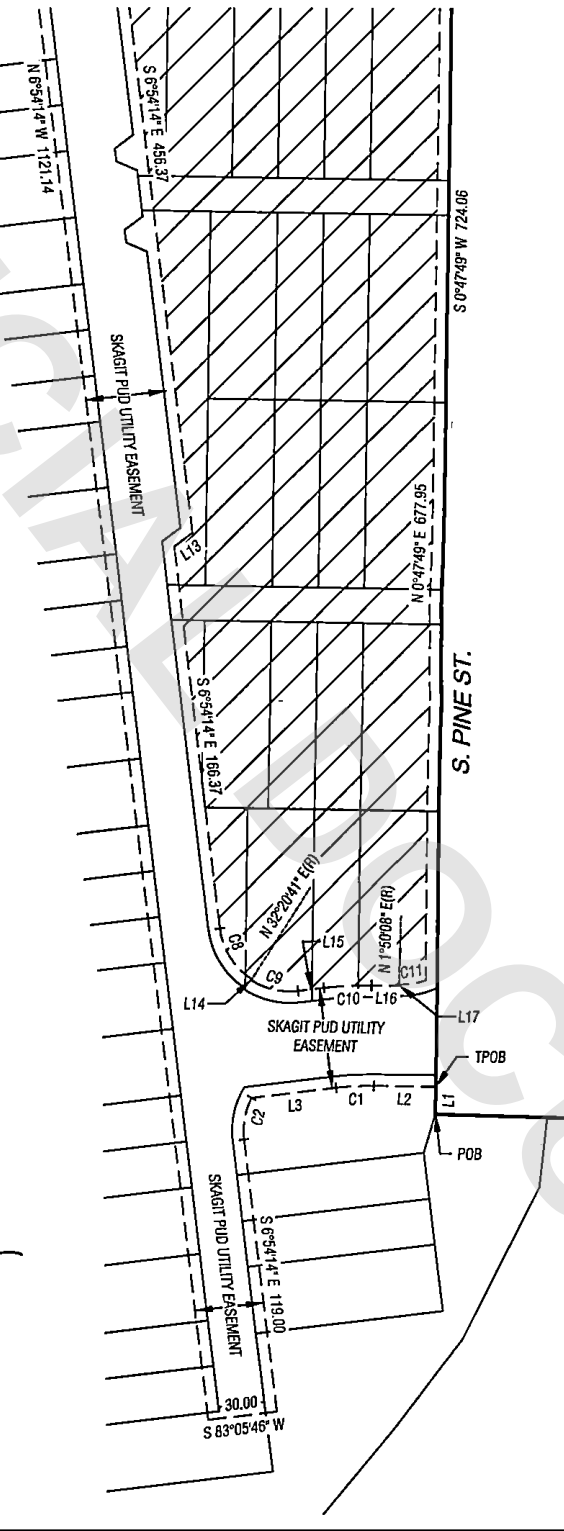
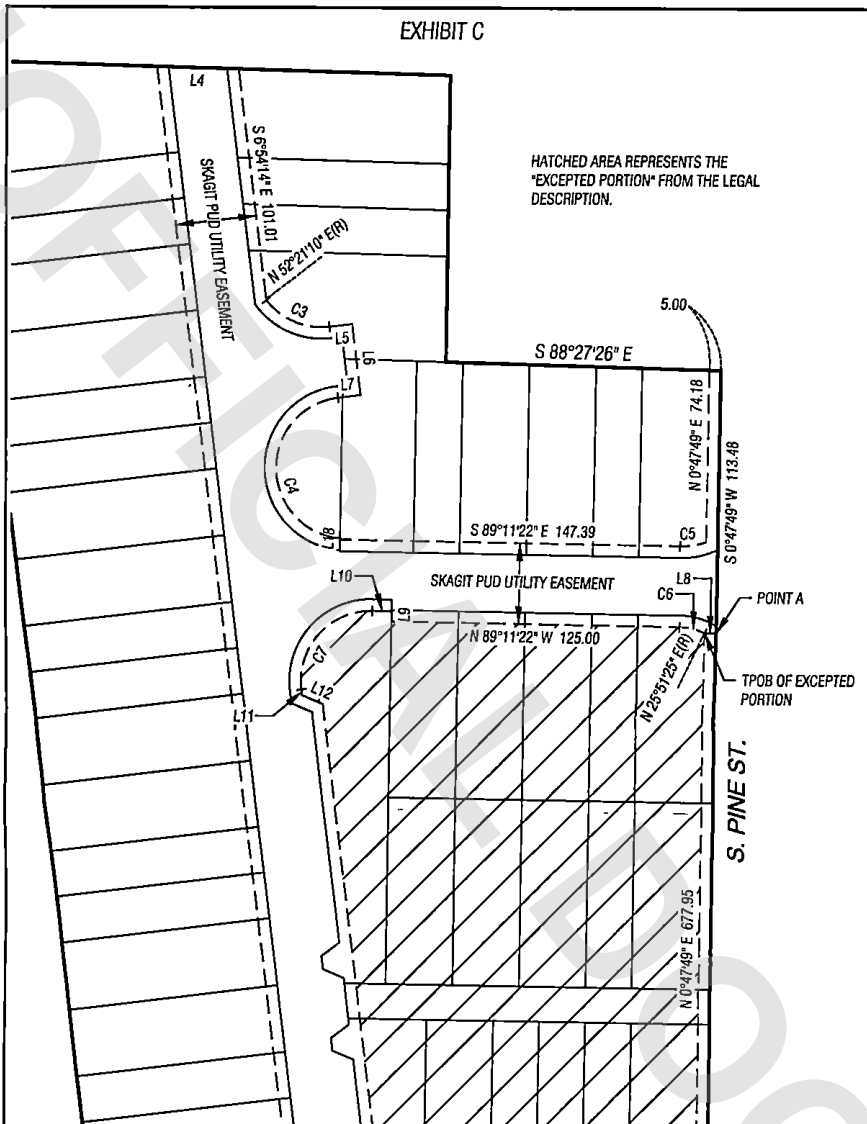


EXHIBIT C




HATCHED AREA REPRESENTS THE
"EXCEPTED PORTION" FROM THE LEGAL
DESCRIPTION.

TAG TABLE			
TAG #	RADIUS	DIRECTION/Δ	LENGTH
C3	30.50	58°28'48"	31.13
C4	30.50	168°54'51"	89.92
C5	29.80	22°12'01"	11.55
C6	26.00	25°02'47"	11.37
C7	30.50	97°42'52"	52.02

TAG TABLE			
TAG #	RADIUS	DIRECTION/Δ	LENGTH
L4		S 88°26'54" E	35.38
L5		N 83°05'46" E	9.85
L6		S 06°54'14" E	31.00
L7		S 83°05'46" W	9.85
L8		N 89°12'11" W	5.00

TAG TABLE			
TAG #	RADIUS	DIRECTION/Δ	LENGTH
L9		N 00°48'38" E	4.50
L10		N 89°11'22" W	8.42
L11		S 06°54'14" E	2.48
L12		S 66°54'14" E	9.81
L18		N 04°00'29" E	0.55


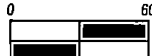
GAGE'S CROSSING
UTILITY EASEMENT



ATWELL

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JOB NO. 25002715 SHEET 1 OF 2

SCALE: 1" = 60'



4/14/26