

RETURN ADDRESS:

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



REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Heather Beauvais
DATE 01/22/2021

EASEMENT**REFERENCE:**

GRANTOR: **THE WESTLAND DISTILLERY COMPANY LIMITED**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN NW & SW ¼, NW ¼, SEC 35, T35N, 03E**
ASSESSOR'S PROPERTY TAX PARCEL: **P35362, P35373, P35374, P35375, P35376, P107502, P107503**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THE WESTLAND DISTILLERY COMPANY LIMITED**, a Delaware corporation ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in Skagit County, Washington:

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

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

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 PARCEL.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

a. Overhead facilities. Poles, towers 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; and.

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, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement

Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

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

3. Trees Outside Easement Area. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

5. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

7. Successors and Assigns. Grantee 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. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 20 day of January, 2021.

GRANTOR:

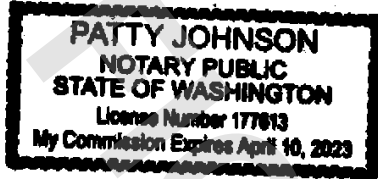
THE WESTLAND DISTILLERY COMPANY LIMITED, a Delaware corporation,

By: 
MATTHEW HOFMANN, Vice President and Treasurer

STATE OF WASHINGTON)
COUNTY OF King) ss

On this 20th day of January, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MATTHEW HOFMANN**, to me known or proved by satisfactory evidence to be the person who signed as Vice President and Treasurer, of **THE WESTLAND DISTILLERY COMPANY LIMITED**, the Delaware corporation 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 corporation for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said limited liability company.

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



(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at SEATTLE, WA

My Appointment Expires: 4/10/2023

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

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

PARCEL "A-1":

THAT PORTION OF THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M. LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

BEGIN AT THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH $89^{\circ} 56' 15''$ EAST ALONG THE NORTH LINE OF SAID SUBDIVISION, 1,348.22 FEET, MORE OR LESS, TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH $0^{\circ} 51' 39''$ EAST ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 618.57 FEET; THENCE SOUTH $86^{\circ} 37' 39''$ WEST, A DISTANCE OF 1,237.34 FEET; THENCE SOUTH $89^{\circ} 56' 15''$ WEST, A DISTANCE OF 108.03 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH $1^{\circ} 11' 10''$ WEST ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

EXCEPT THE RIGHT-OF-WAY APPROPRIATED FOR DRAINAGE DISTRICT No. 14 ALONG THE NORTH LINE THEREOF; AND ALSO EXCEPT THAT PORTION, IF ANY, LYING WITHIN THE RIGHT-OF-WAY OF THE JOSH WILSON COUNTY ROAD ALONG THE NORTH LINE THEREOF.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES ADJOINING THE WEST LINE OF THE SUBJECT PROPERTY AS ESTABLISHED BY DOCUMENT RECORDED FEBRUARY 14, 1995 AS AUDITOR'S FILE NO. 9502140001.

PARCEL "A-2":

THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.;

EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGIN AT THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH $89^{\circ} 56' 15''$ EAST ALONG THE NORTH LINE OF SAID SUBDIVISION, 1,348.22 FEET, MORE OR LESS, TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH $0^{\circ} 51' 39''$ EAST ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 618.57 FEET; THENCE SOUTH $86^{\circ} 37' 39''$ WEST, A DISTANCE OF 1,237.34 FEET; THENCE SOUTH $89^{\circ} 56' 15''$ WEST, A DISTANCE OF 108.03 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH $1^{\circ} 11' 10''$ WEST ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

ALSO EXCEPT PARCELS "A" AND "B" OF THOSE PREMISES CONVEYED TO RAYMOND A. JENSEN BY DEED RECORDED JULY 9, 1987 AS AUDITOR'S FILE NO. 8707090051.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND UTILITIES ADJOINING THE WEST LINE OF THE SUBJECT PROPERTY AS ESTABLISHED BY DOCUMENT RECORDED FEBRUARY 14, 1995 AS AUDITOR'S FILE NO. 9502140001.

PARCEL "B":

THOSE TWO FEE SIMPLE PORTIONS OF THE WEST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M. DESCRIBED AS PARCELS "A" AND "B" OF THOSE PREMISES CONVEYED TO RAYMOND A. JENSEN BY DEED RECORDED JULY 9, 1987 AS AUDITOR'S FILE NO. 8707090051.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES ADJOINING THE WEST LINE OF THE SUBJECT PROPERTY AS ESTABLISHED BY DOCUMENT RECORDED FEBRUARY 14, 1995 AS AUDITOR'S FILE NO. 9502140001.