

**202111240084**11/24/2021 11:54 AM Pages: 1 of 4 Fees: \$206.50  
Skagit County Auditor

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

**REVIEWED BY**  
**SKAGIT COUNTY TREASURER**

DEPUTY *Sena Thompson*DATE 11-24-21

**PUD UTILITY EASEMENT**

THIS AGREEMENT is made this 22<sup>nd</sup> day of November, 2021, between **WESTLAND DISTILLERY COMPANY LIMITED**, 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 rights and privileges along, within, across, under, and upon the said lands and premises.

NOW, THEREFORE, Grantor(s), for and in consideration of mutual benefits and other valuable consideration, receipt 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 and maintenance of water, sewer, electrical, and communication lines and/or other similar public service related facilities. This includes the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, change the size of, relocate, connect to and locate 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 on facilities over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

**Tax Parcel Numbers: P35373, P35374, P35362, P35375, & P35376**

on the easement described as follows (See Exhibit A – Easement Description and Exhibit B – Easement Map):

Grantor(s) authorizes the District 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.

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.

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.

In Witness Whereof, the Grantor(s) hereunto sets his hand and seal this 22<sup>d</sup> day of November, 2021.

Signature

Managing Director

Print Title

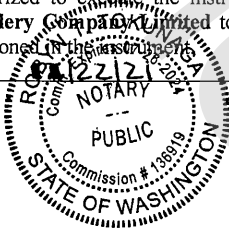
Matthew Hofmann

Print Name

STATE OF WASHINGTON  
COUNTY OF SNOHOMISH

I certify that I know or have satisfactory evidence that **Matthew Hofmann** 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 **Managing Director of Westland Distillery Company**, limited to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date:



(Signature)

Notary Public in and for the State of Washington

(Printed Name)

My appointment expires:

**EXHIBIT "A"****UTILITY EASEMENT DESCRIPTION**

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A FOUND 3" DISK IN CONCRETE IN CASE AT THE NORTHEAST CORNER OF SAID SECTION;  
 THENCE NORTH 87°41'39" WEST, ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 5417.72 FEET TO NORTHWEST CORNER OF SAID SECTION;  
 THENCE SOUTH 01°10'56" WEST, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 87°41'39" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 30.01 FEET TO A LINE 30.00 EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION;  
 THENCE DEPARTING SAID NORTH LINE, SOUTH 01°10'56" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 590.37 FEET;  
 THENCE NORTH 88°49'04" WEST, A DISTANCE OF 10.00 FEET;  
 THENCE SOUTH 01°10'56" WEST, A DISTANCE OF 100.00 FEET;  
 THENCE SOUTH 88°49'04" EAST, A DISTANCE OF 10.00 FEET;  
 THENCE SOUTH 01°10'56" WEST, A DISTANCE OF 1112.56 FEET;  
 THENCE SOUTH 53°59'56" EAST, A DISTANCE OF 321.87 FEET;  
 THENCE SOUTH 73°56'44" EAST, A DISTANCE OF 286.89 FEET;  
 THENCE SOUTH 88°29'34" EAST, A DISTANCE OF 680.75 FEET;  
 THENCE NORTH 46°30'26" EAST, A DISTANCE OF 73.42 FEET;  
 THENCE NORTH 01°30'26" EAST, A DISTANCE OF 436.46 FEET;  
 THENCE NORTH 46°30'26" EAST, A DISTANCE OF 31.10 FEET;  
 THENCE SOUTH 88°29'34" EAST, A DISTANCE OF 10.17 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION;  
 THENCE SOUTH 01°30'26" WEST, ALONG SAID LINE, A DISTANCE OF 20.00 FEET;  
 THENCE DEPARTING SAID LINE, NORTH 88°29'34" WEST, A DISTANCE OF 1.89 FEET;  
 THENCE SOUTH 46°30'26" WEST, A DISTANCE OF 14.53 FEET;  
 THENCE SOUTH 01°30'26" WEST, A DISTANCE OF 436.46 FEET;  
 THENCE SOUTH 46°30'26" WEST, A DISTANCE OF 89.99 FEET;  
 THENCE NORTH 88°29'34" WEST, A DISTANCE OF 691.58 FEET;  
 THENCE NORTH 73°56'44" WEST, A DISTANCE OF 292.96 FEET;  
 THENCE NORTH 53°59'56" WEST, A DISTANCE OF 23.90 FEET;  
 THENCE SOUTH 36°07'41" WEST, A DISTANCE OF 10.60 FEET;  
 THENCE NORTH 53°52'19" WEST, A DISTANCE OF 20.00 FEET;  
 THENCE NORTH 36°07'41" EAST, A DISTANCE OF 10.55 FEET;  
 THENCE NORTH 53°59'56" WEST, A DISTANCE OF 246.32 FEET;  
 THENCE SOUTH 36°02'47" WEST, A DISTANCE OF 10.01 FEET;  
 THENCE NORTH 53°57'13" WEST, A DISTANCE OF 14.30 FEET;  
 THENCE SOUTH 01°10'56" EAST, PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 778.82 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION;  
 THENCE NORTH 87°49'23" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO THE WEST QUARTER CORNER OF SAID SECTION;  
 THENCE NORTH 01°10'56" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2618.36 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING AN AREA OF 91,378 SQUARE FEET OR 2.0976 ACRES, MORE OR LESS;

SITUATE IN SKAGIT COUNTY, WASHINGTON.



08/09/21

WESTLAND DISTILLERY  
 TAYLOR R. SCHULTE, P.L.S. NO. 44646  
 BRH JOB NO. 2019114.01  
 AUGUST 09, 2021

BUSH, ROED & HITCHINGS, INC.  
 2009 MINOR AVENUE EAST  
 SEATTLE, WA 98102  
 (206) 323-4144

**EXHIBIT "B"**