

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
1660 Park Lane
Burlington, WA 98233

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 10/16/2024

**EASEMENT**

GRANTOR: VITAL FARMS LLC
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: BUCHANAN ACREAGE PLAT 1 LOTS 1, 4, 5, 6, 7, 9, PTN GL 1, 3, 4
(PTN NE12-34N-04E)
ASSESSOR'S TAX #: P62245, P24571, P134333, P134334

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VITAL FARMS LLC, a Washington limited liability company** ("Owner"), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across and through the following described real property in Skagit County, Washington (the "Property"):

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

Except as may be otherwise set forth herein, PSE's rights shall be exercised upon that portion of the Property the ("Easement Area") 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. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for the purposes of transmission, distribution and sale of electricity. Such systems may include:

a. Overhead facilities. Poles 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.

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, PSE may, from time to time, construct such additional facilities as it may require for such systems.

2. Access. PSE shall have a reasonable right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

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

4. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's reasonable judgment cause damage to PSE's systems and/or present a hazard to the general public health, safety or welfare as defined in RCW 64.12.035. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

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

6. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not perform the following activities without PSE's prior written consent: (1) excavate within or otherwise change the grade of the Easement Area; (2) construct or maintain any buildings, structures or other objects on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities.

7. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of PSE's negligence, or the negligence of PSE's employees, agents or contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner, its employees, agents or contractors or the negligence of third parties.

8. Attorneys' Fees. The prevailing party in any lawsuit brought to enforce or interpret the terms of this Easement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.

9. Successors and Assigns. This Easement is binding upon and will inure to the benefit of the successors and permitted assigns of the parties. PSE may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Owner, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign this Easement to an affiliate or in connection with a merger, acquisition, corporate reorganization, sale of assets or other change in control.

10. Complete Agreement; Amendment; Counterparts. This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document executed by the authorized representatives of Owner and PSE. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

11. Warranty and Representation of Authority. The parties each represent to the other that the person or persons executing this Easement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to this Easement, and the obligations hereunder, have been obtained. Owner further warrants to PSE that it has the necessary right, title and interests in the Property to grant the easement rights set forth herein.

12. Severability. Invalidation of any of the provisions contained in this Easement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

13. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

DATED this 3rd day of October, 2024

OWNER: VITAL FARMS LLC

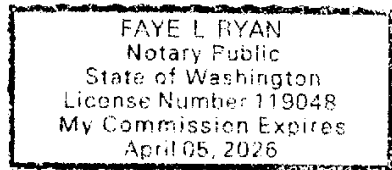
By 
Robert J. Schmitt

By 
Cheryl L. Schmitt

STATE OF WASHINGTON)
COUNTY OF Skagit)^{SS}

On this 3rd day of October, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROBERT J. SCHMITT and CHERYL L. SCHMITT, to me known to be the person who signed as Members, of VITAL FARMS LLC, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of the company for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said company.

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




(Signature of Notary)

Faye L. Ryan
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington, residing at Stanwood WA
My Appointment Expires: 4/5/2026

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

Page 3 of 6

EXHIBIT "A"
(Legal Description)

PARCEL "A"

LOTS 1, 4, 5, 6, AND 7, "BUCHANAN ACREAGE PLAT 1," AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 6, RECORDS OF SKAGIT COUNTY, WASHINGTON.

LOT 2, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 6, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THAT PORTION OF LOT 2, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2;

THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID LOT 2 TO THE SOUTHWESTERLY CORNER OF SAID LOT;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 80 FEET;

THENCE NORTHWESTERLY PARALLEL TO THE WESTERLY LINE OF SAID LOT TO A POINT ON THE NORTHERLY LINE OF SAID LOT, 80 FEET EASTERLY TO THE POINT OF BEGINNING;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT, 80 FEET TO THE POINT OF THE BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "B"

LOT 8, "BUCHANAN ACREAGE PLAT 1," AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 6, RECORDS OF SKAGIT COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 3, SECTION 12, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 8, "BUCHANAN ACREAGE PLAT 1," AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 6, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTH 41°14'20" EAST ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 12.89 FEET TO THE CENTERLINE OF THE 25 FOOT WIDE LANE AS SHOWN ON SAID PLAT;

THENCE NORTH 62°56'27" EAST PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 8, A DISTANCE OF 72.04 FEET TO A POINT ON THE NEW MEANDER LINE ESTABLISHED SEPTEMBER 12, 1914;

THENCE NORTH 38°44'56" WEST ALONG SAID NEW MEANDER LINE, A DISTANCE OF 81.61 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO KATHERYN MARY TEWALT BY DEED DATED AUGUST 30, 1965 AND FILED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 671022;

THENCE SOUTH 89°36'43" WEST ALONG THE SOUTH LINE OF SAID TEWALT TRACT, A DISTANCE OF 97.02 FEET TO THE EASTERLY LINE OF SAID LOT 8;

THENCE SOUTH 41°14'20" EAST ALONG THE EASTERLY LINE OF SAID LOT 8, A DISTANCE OF 127.35 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH SHORE LANDS OF THE SECOND CLASS ADJOINING.

PARCEL "B" CONTINUED:

EXCEPT THAT PORTION OF LOT 8 OF THE "BUCHANAN ACREAGE PLAT 1" CONVEYED TO KATHERYN MARY TEWALT BY DEED DATED AUGUST 30, 1965 AND FILED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 671022.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "C"

LOT 9, "BUCHANAN ACREAGE PLAT 1," AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 6, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 3, SECTION 12, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 9, "BUCHANAN ACREAGE PLAT 1," AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 6, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE NORTH 41°14'20" WEST ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 12.89 FEET TO THE CENTERLINE OF THE 25 FOOT WIDE LANE AS SHOWN ON SAID PLAT;

THENCE NORTH 62°56'27" EAST PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 9, A DISTANCE OF 72.04 FEET TO A POINT ON THE NEW MEANDER LINE ESTABLISHED SEPTEMBER 12, 1914;

THENCE SOUTH 38°44'56" EAST ALONG SAID NEW MEANDER LINE, A DISTANCE OF 62.92 FEET;

THENCE SOUTH 44°59'25" EAST ALONG SAID NEW MEANDER LINE, A DISTANCE OF 259.76 FEET TO THE NORTHEASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 9 OF SAID PLAT;

THENCE SOUTH 62°56'27" WEST, A DISTANCE OF 86.75 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 9, A DISTANCE OF 318.46 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH SHORE LANDS OF THE SECOND CLASS ADJOINING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "D"

GOVERNMENT LOT 3, SECTION 12, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., AND THAT PORTION OF GOVERNMENT LOTS 1 AND 4, SECTION 12, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE OLD MEANDER LINE ALONG THE SOUTHWESTERLY SHORE OF CLEAR LAKE INTERSECTS THE SOUTH BOUNDARY OF SAID GOVERNMENT LOT 1;

PARCEL "D" CONTINUED

THENCE NORTH 12°15'00" EAST, A DISTANCE OF 193.8 FEET TO THE NEW MEANDER LINE ESTABLISHED SEPTEMBER 12, 1914;

THENCE NORTHWESTERLY FOLLOWING THE NEW MEANDER LINE, TO THE INTERSECTION OF THE NORTHEASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 9, "BUCHANAN ACREAGE PLAT 1," AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 6, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTHWESTERLY, TO THE SOUTHWEST CORNER OF SAID LOT 9;

THENCE SOUTHEASTERLY FOLLOWING THE EASTERLY BOUNDARY OF SAID PLAT, TO THE SOUTH LINE OF GOVERNMENT LOT 1;

THENCE EAST ALONG SAID SOUTH LINE, TO THE POINT OF BEGINNING,

TOGETHER WITH SHORE LANDS OF THE SECOND CLASS ADJOINING.

AND EXCEPT THAT PORTION OF SAID GOVERNMENT LOT 3 CONVEYED TO KATHERYN MARY TEWALT BY DEED DATED AUGUST 30, 1965 AND FILED UNDER SKAGIT COUNTY AUDITOR'S FILE No. 671022;

TOGETHER WITH SHORE LANDS OF THE SECOND CLASS ADJOINING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.