



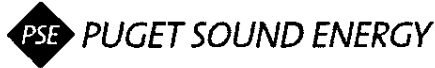
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PUGET SOUND EN EAS 78.00  
PAGE-001 OF 007  
02/05/2015 14:12  
KING COUNTY, WA

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: ROW Department (AEM)  
PO Box 97034 / EST-06W  
Bellevue, WA 98009-9734

EXCISE TAX NOT REQUIRED  
King Co. Records Division  
By [Signature] Deputy



EASEMENT

**ORIGINAL**

REFERENCE #:  
GRANTOR (Owner): **MERCERWOOD SHORE CLUB**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Portion of NE 1/4, Sec 18, Twp. 24 N., Rng. 05 E., W.M., K.C.**  
ASSESSOR'S PROPERTY TAX PARCEL: **182405-9001**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MERCERWOOD SHORE CLUB, a Washington nonprofit corporation** ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC., a Washington corporation** ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in King County, Washington:

**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 ("Easement Area" herein) described as follows:

An Easement Area **Ten (10) feet** in width having **Five (5) feet** of such width 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.**

This easement area description may be superseded at a later date with a surveyed description provided by the Grantor at no cost to the Grantee.

**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 purposes of transmission, distribution and sale of gas. Such systems may include, but are not limited to:

**Underground facilities.** Pipes, pipelines, mains, laterals, conduits, regulators, gauges and rectifiers for gas; 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. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

**2. Easement Area Clearing and Maintenance.** PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, 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. Restoration.** Following 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, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

**4 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 excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

**5. Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its 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 or the negligence of others.

**6. Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

**7. Successors and Assigns.** PSE 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 be binding upon their respective successors and assigns.

DATED this 30 day of January, 2015.

OWNER:

MERCERWOOD SHORE CLUB, a Washington nonprofit corporation

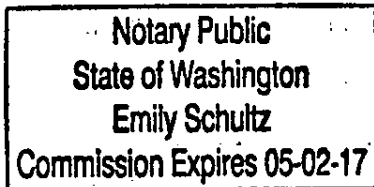
By: Don MacLane  
Don MacLane

Its: **PRESIDENT**

STATE OF WASHINGTON )  
COUNTY OF King ) SS

On this 30 day of January, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Don MacLane**, to me known to be the person(s) who signed as **PRESIDENT** of **MERCERWOOD SHORE CLUB**, the a Washington nonprofit 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 said a Washington nonprofit corporation for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said a Washington nonprofit corporation.

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



Emily Schultz  
(Signature of Notary)

Emily Schultz  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at King County

My Appointment Expires: 05-02-17

Notary seal, text and all notations must be inside 1" margins

**EXHIBIT "A"**

THE SOUTH 60 FEET OF LOT 14 AND ALL OF LOTS 15, 16 AND 17 IN THE PLAT OF LAKEHOLM ADDITION, AS PER PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 52, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING;

ALSO TOGETHER WITH THAT PORTION OF VACATED STREET ADJOINING ON THE WEST.

**PARCEL B:**

LOTS 2 AND 3, AND THE NORTHEASTERLY 25 FEET OF LOT 4, MERCERWOOD DIVISION NUMBER 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 56 OF PLATS, PAGE 97, IN KING COUNTY, WASHINGTON.

**PARCEL C:**

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M. IN KING COUNTY, WASHINGTON LYING EAST OF THE EAST MARGIN OF EAST MERCER WAY;

EXCEPT THAT PORTION THEREOF LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 2 OF THE PLAT OF LAKEHOLM ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 52, IN KING COUNTY, WASHINGTON;

ALSO EXCEPT THAT PORTION THEREOF HERETOFORE CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 3018356;

ALSO EXCEPT THAT PORTION THEREOF PLATTED AS MERCERWOOD DIVISION NUMBER 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 56 OF PLATS, PAGE 97, IN KING COUNTY, WASHINGTON.

ALSO EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 1 OF SAID PLAT OF MERCERWOOD DIVISION NUMBER 4;

THENCE NORTH 50°22'05" EAST ALONG THE SOUTHEASTERLY MARGIN OF EAST MERCER WAY 21.01 FEET TO A POINT OF CURVE THEREIN;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY MARGIN FOLLOWING AN ARC CURVE TO THE LEFT HAVING A RADIUS OF 470.97 FEET, AN ARC DISTANCE OF 158.10 FEET TO A POINT OF REVERSE CURVE;

THENCE ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20 FEET AN ARC DISTANCE OF 52.35 FEET TO A POINT OF TANGENCY AND THE INTERSECTION OF SAID CURVE WITH THE WEST MARGIN OF 100<sup>TH</sup> AVENUE SOUTHEAST;

CONTINUED

**EXHIBIT "A"**

**THE SOUTH 60 FEET OF LOT 14 AND ALL OF LOTS 15, 16 AND 17 IN THE PLAT OF LAKEHOLM ADDITION, AS PER PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 52, RECORDS OF KING COUNTY, WASHINGTON;**

**TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING;**

**ALSO TOGETHER WITH THAT PORTION OF VACATED STREET ADJOINING ON THE WEST.**

**PARCEL B:**

**LOTS 2 AND 3, AND THE NORTHEASTERLY 25 FEET OF LOT 4, MERCERWOOD DIVISION NUMBER 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 56 OF PLATS, PAGE 97, IN KING COUNTY, WASHINGTON.**

**PARCEL C:**

**THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M. IN KING COUNTY, WASHINGTON LYING EAST OF THE EAST MARGIN OF EAST MERCER WAY;**

**EXCEPT THAT PORTION THEREOF LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 2 OF THE PLAT OF LAKEHOLM ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 52, IN KING COUNTY, WASHINGTON;**

**ALSO EXCEPT THAT PORTION THEREOF HERETOFORE CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 3018350;**

**ALSO EXCEPT THAT PORTION THEREOF PLATTED AS MERCERWOOD DIVISION NUMBER 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 56 OF PLATS, PAGE 97, IN KING COUNTY, WASHINGTON.**

**ALSO EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18 DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 1 OF SAID PLAT OF MERCERWOOD DIVISION NUMBER 4;**

**THENCE NORTH 50°22'05" EAST ALONG THE SOUTHEASTERLY MARGIN OF EAST MERCER WAY 21.01 FEET TO A POINT OF CURVE THEREIN;**

**THENCE CONTINUING ALONG SAID SOUTHEASTERLY MARGIN FOLLOWING AN ARC CURVE TO THE LEFT HAVING A RADIUS OF 470.97 FEET, AN ARC DISTANCE OF 158.10 FEET TO A POINT OF REVERSE CURVE;**

**THENCE ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20 FEET AN ARC DISTANCE OF 52.35 FEET TO A POINT OF TANGENCY AND THE INTERSECTION OF SAID CURVE WITH THE WEST MARGIN OF 100<sup>TH</sup> AVENUE SOUTHEAST;**

**CONTINUED**

## EXHIBIT "A" CONTINUED

THENCE SOUTH 01°05'68" WEST ALONG SAID WEST MARGIN 120.00 FEET;  
 THENCE SOUTH 29°59'13" WEST 52.89 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY  
 PRODUCTION OF THE SOUTHEASTERLY LINE OF SAID LOT 1;

THENCE SOUTH 50°22'05" WEST, ALONG SAID PRODUCTION 70.00 FEET TO THE MOST EASTERLY  
 CORNER OF SAID LOT 1;  
 THENCE NORTH 39°37'55" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, 115.00 FEET  
 TO THE POINT OF BEGINNING;

ALSO EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST  
 QUARTER OF WHICH IS SOUTH 88°28'12" EAST, 174.47 FEET FROM THE MOST WESTERLY CORNER  
 OF LOT 5 OF SAID PLAT OF MERCERWOOD DIVISION NUMBER 4;  
 THENCE NORTH 50°22'05" EAST ALONG THE SOUTHEASTERLY LINE OF LOTS 5 AND 4  
 RESPECTIVELY 178.61 FEET;  
 THENCE SOUTH 39°37'55" EAST, 32 FEET;  
 THENCE SOUTH 73°39'10" EAST, 137.64 FEET;  
 THENCE SOUTH 64°20'10" EAST, 142.45 FEET, MORE OR LESS, TO SAID SOUTH LINE OF SAID  
 SUBDIVISION;  
 THENCE NORTH 88°28'12" WEST ALONG SAID SOUTH LINE 418.56 FEET TO THE MOST SOUTHERLY  
 CORNER OF SAID LOT 5 AND THE POINT OF BEGINNING;

ALSO EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID  
 SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M. IN KING COUNTY, WASHINGTON,  
 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 18;  
 THENCE SOUTH 01°05'30" WEST ALONG THE EAST LINE OF SAID SECTION 18, 1,040 FEET, TO THE  
 TRUE POINT OF BEGINNING;  
 THENCE CONTINUING SOUTH 01°05'30" WEST 60 FEET;  
 THENCE NORTH 88°54'30" WEST 80 FEET;  
 THENCE NORTH 01°05'30" EAST 60 FEET;  
 THENCE SOUTH 88°54'30" EAST 80 FEET TO THE TRUE POINT OF BEGINNING;

ALSO EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID  
 SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M. IN KING COUNTY, WASHINGTON,  
 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 13, LAKEHOLM, ACCORDING TO THE PLAT  
 THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 52, RECORDS OF KING COUNTY,  
 WASHINGTON;  
 THENCE NORTH 88°32'01" WEST 20.00 FEET ALONG THE WESTERLY PROJECTION OF THE NORTH  
 LINE OF SAID LOT 13 TO THE TRUE POINT OF BEGINNING;

CONTINUED

**EXHIBIT "A" CONTINUED**

**THENCE CONTINUING NORTH 88°32'01" WEST 17.00 FEET;  
THENCE SOUTH 01°05'30" WEST PARALLEL TO THE EAST LINE OF SAID SECTION 18 A DISTANCE OF  
35.00 FEET;  
THENCE SOUTH 88°32'01" EAST 17.00 FEET TO SAID EAST LINE;  
THENCE NORTH 01°05'30" EAST, ALONG SAID EAST LINE 35.00 FEET TO SAID WESTERLY  
PROJECTION AND THE TRUE POINT OF BEGINNING.**

**(ALSO KNOWN AS REVISED PARCEL B MERCER ISLAND LOT LINE REVISION NUMBER 92-1080  
RECORDED UNDER RECORDING NUMBER 9305069003);**

**ALL SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.**