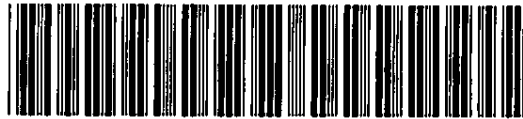
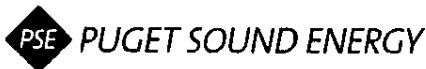


**RETURN ADDRESS:**  
 Puget Sound Energy, Inc.  
 Attention: R/W Department (AEM)  
 PO Box 97034 / EST-06W  
 Bellevue, WA 98009-9734



**20150713000021**  
 PUGET SOUND EN AMND 80.00  
 PAGE-001 OF 009  
 07/13/2015 08:34  
 KING COUNTY, WA



**ORIGINAL**

REFERENCE #: 20150219001002  
 GRANTOR: MERCERWOOD SHORE CLUB  
 GRANTEE: PUGET SOUND ENERGY, INC.  
 SHORT LEGAL: Portion of NE ¼, Sec. 18, TWP 24 N., Rng. 05 E., W.M., K.C.  
 ASSESSOR'S PROPERTY TAX PARCEL: 182405-9001

**AMENDMENT OF EASEMENT AND CONFIRMATION AGREEMENT**

This Amendment of Easement and Confirmation Agreement ("Agreement" herein) is made and entered into this 23<sup>rd</sup> of April, 2015, by and between **MERCERWOOD SHORE CLUB**, a nonprofit corporation ("Grantor"), and Puget Sound Energy, Inc., a Washington corporation ("PSE").

PSE is the holder of certain perpetual easement rights pursuant to those certain easements (the "Easement") from **MERCERWOOD SHORE CLUB**, dated February 9<sup>th</sup>, 2015 and recorded under Auditor File Number **20150219001002** in the Real Property Records of King County, Washington. The Grantor herein is the present owner of the real property described in Exhibit "A" attached hereto and by this reference made a part hereof which is the property encumbered by said easement(s). The Grantor herein and PSE wish to clarify certain matters regarding the above mentioned easement.

NOW, THEREFORE, for and in consideration of good and valuable consideration in hand paid, the parties hereto confirm and agree as follows:

Section 1. The Easement, as granted in February 2015 as hereinafter amended, remains in full force and effect.

Section 2. The Easement, as granted in February 2015 is hereby amended to include an **Equipment Transportation Agreement** as an addendum thereto.

**SAID ADDENDUM IS ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.**

Section 3. This Agreement shall be binding upon and inure to the benefit of Successors and Assignees of both parties.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first set forth above.

OWNER:

MERCERWOOD SHORE CLUB, a Washington nonprofit corporation

By: Don MacLane  
Don MacLane

Its: PRESIDENT

PUGET SOUND ENERGY, INC., a Washington corporation

By: Ira McDaniel  
Ira McDaniel

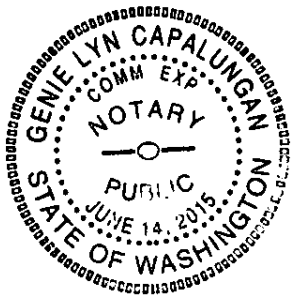
Its: Supervisor Real Estate

All signatures to be acknowledged

STATE OF WASHINGTON )  
COUNTY OF KING ) SS

On this 23<sup>RD</sup> day of APRIL, 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.



[Signature]  
(Signature of Notary)  
GENIE LYN CAPALUNGAN  
(Print or stamp name of Notary)

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

My Appointment Expires: JUNE 14, 2015

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

STATE OF WASHINGTON)

COUNTY OF

) ss

On this 23<sup>rd</sup> day of April, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Ira McDaniel**, to me known to be the person who signed as **Supervisor Real Estate**, of Puget Sound Energy, Inc. 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 Puget Sound Energy, Inc. for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instruction on behalf of said Puget Sound Energy, Inc.

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



[Signature]  
(Signature of Notary)

Alex Malesis  
(Print or stamp name of Notary)

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

My Appointment Expires: 5-30-18

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 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;**

**CONTINUED**

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;

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;

CONTINUED

**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;**

**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.**

## EXHIBIT "B"

## EQUIPMENT TRANSPORTATION AGREEMENT

This agreement is made and entered into this 23<sup>rd</sup> day of April, 2015  
 by and between **Puget Sound Energy, Inc.**, organized and existing under the laws of the State of  
 Washington, hereinafter referred to as "**Puget Sound Energy**," and **MERCERWOOD SHORE CLUB**  
 (Owner), hereafter referred to as the "Owner."

## WITNESSETH:

WHEREAS the Owner(s) own the property/building located at

4150 E. Mercer Way, Mercer Island, WA, hereinafter referred to as the "Building," legally described as:

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

WHEREAS, the Owner(s) desire(s) the installation by Puget Sound Energy of transformer(s),  
 cable and switch(es), hereinafter referred to as "Equipment" in a location inaccessible to Puget Sound  
 Energy's mobile crane, and

WHEREAS, Puget Sound Energy is not equipped to transport the Equipment to and from the  
 Owner(s) desired location, and

WHEREAS, this Agreement is for the benefit of the Owner(s), permitting the Owner(s) to save  
 substantial cost in wiring by locating the power supply points closer to the Building loads; that Puget Sound  
 Energy derives absolutely no benefit from this Agreement, and Puget Sound Energy entered into this  
 Agreement, solely for the benefit of the Owner(s).

NOW THEREFORE, it is mutually agreed as follows:

1. Delivery and Installation.

1.1 Puget Sound Energy shall deliver the equipment onto the parking lot / drive area  
 adjacent to the Building at the location which the Owner(s) shall designate, and which is  
 accessible to Puget Sound Energy's mobile crane. When possible, reasonable notice shall be  
 given the Owner(s) prior to delivery and all work shall be performed during normal working  
 hours.

1.2 The Owner(s) shall immediately move the Equipment to the Owner(s) desired location. Any damage to the Equipment which occurs after it is delivered to the desired location outside the Building and during the transportation by the Owner(s), and any additional expense incurred as a result of said damage, shall be paid by the Owner(s).

1.3 Puget Sound Energy shall be present during the transportation of the Equipment, and shall thereupon proceed with all the necessary electrical connections.

2. Replacement And/Or Removal. In the event it is necessary to remove the Equipment for replacement or any other purpose, Puget Sound Energy shall provide replacement equipment. Installation and delivery of replacement equipment, and removal of the Equipment shall be made in accordance with the terms of Section 1, above, and the following.

2.1 Puget Sound Energy shall disconnect the Equipment, and the Owner(s) will assume transportation responsibility.

2.2 The Owner(s) shall thereupon transport the Equipment to a location outside the Building which is accessible to Puget Sound Energy's mobile crane.

2.3 Thereupon, Puget Sound Energy shall remove the Equipment from the location accessible to Puget Sound Energy's mobile crane.

3. Delays. Any delays on the part of the Owner(s) shall subject the Building to the possible loss of electric service and Puget Sound Energy shall not be responsible for any loss of electric service or any other claims for damage of any kind whatsoever, incurred as a result of the loss of said electric service.

4. The Owner hereby accepts full responsibility for any damage to the Equipment while under the Owner's control and agrees to furnish to Puget Sound Energy, prior to the performance of the activity contemplated by this agreement, satisfactory evidence of insurance coverage for the full replacement value of the Equipment, naming Puget Sound Energy as Loss Payee and Additional Insured.

5. The Owner(s) shall defend, indemnify, and hold harmless Puget Sound Energy and their agents and employees from and against all claims, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the Owner's transportation of the Equipment pursuant to the terms of this agreement. Upon notice by Puget Sound Energy to the Owner(s) of any claim or commencement of any legal action arising from such transportation, the Owner(s) will defend the same at its sole cost and expense and will fully satisfy any judgment after said suit shall have been finally determined, if adverse to Puget Sound Energy. Nothing else in this Agreement shall absolve the Owner(s) of this responsibility. Owner(s) shall not be so obligated, however, with respect to claims, losses, expenses, or legal actions resulting from the sole negligence of Puget Sound Energy.

6. The rights and liabilities under this Agreement shall run with the land. A violation of this Agreement shall be enforceable at the suit of the Owner(s), their successors and assigns (assigns including any person or persons deriving title to the Building immediately or immediately from the Owner(s)).



OWNER(s):

MERCERWOOD SHORE CLUB

BY: Don Martin

ITS: President

DATED: 4-23-2015

PUGET SOUND ENERGY, INC.

BY: [Signature]

ITS: Project Manager

DATED: 6-29-15