

AFTER RECORDING, RETURN TO:

CITY OF ARLINGTON  
ENGINEERING DEPARTMENT  
238 N. OLYMPIC AVENUE  
ARLINGTON, WA 98223



201201120371 7 PGS  
01/12/2012 3:09pm \$68.00  
SNOHOMISH COUNTY, WASHINGTON

OUR FILE NO. \_\_\_\_\_

**NO EXCISE TAX  
REQUIRED**

JAN 12 2012

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

**UTILITY EASEMENT**

**GRANTOR(S):** Public Hospital District No. 3, Snohomish County, WA

**GRANTEE(S):** City of Arlington

**LEGAL (Abbrev.):** PTN SE 1/4, NE 1/4, Sec. 11, T. 31 N., R. 5 E., W.M.

**ASSESSOR'S TAX #:** 31051100103900, 31051100104000 and 31051100102900

**REFERENCE #:**

THIS AGREEMENT is made and entered into this 16 day of November, 2011, by and between **Public Hospital District No. 3, Snohomish County, WA**, (hereinafter "Grantor"); and the City of Arlington, Washington (hereinafter "City").

WHEREAS, Grantor is the owner of certain property located within the City of Arlington; and

WHEREAS, Grantor wishes to grant an easement to the Grantee;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Grant of Easements by Grantor to the City.
  - 1.1 Grantor conveys and grants to the City of Arlington, its successors and assigns and permittees and licensees, a perpetual easement for ingress,

egress and utilities and the right, privilege and authority to construct, alter, improve, repair, operate and maintain a storm sewer and sanitary sewer lines, and/or water lines, pipes and appurtenances, over, under and across Grantors's property legally described as follows:

A sewer line easement fifteen feet wide, 7.5 feet on each side of the centerline described on Exhibit 1, attached hereto; and

A water line easement ten feet wide, 5 feet on each side of the centerline described in Exhibit 2, attached hereto,

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating the said lines and appurtenances, and the right at any time to remove said lines and appurtenances from said lands.

A survey map depicting the location of the sewer line easement is attached hereto as Exhibit 3.

A survey map depicting the location of the water line easement is attached hereto as Exhibit 4.

- 1.2 The Grantor reserves the right to use the surface of the above-described easement in any manner now existing, but shall not erect any buildings, structures, patios, or other construction of any nature on said easement; provided, however, that Grantor shall have the right to make any use of the easement area not inconsistent with the Grantee's rights hereunder.

## 2. General Terms.

2.1 Bill of Sale. By Bill of Sale executed and delivered to Grantee, Grantor has transferred to Grantee the ownership to the water and sewer line.

2.2 Entire Agreement. This Agreement contains all of the agreements of the parties and no prior agreements or understandings pertaining to any such matters shall be effective for any such purpose.

2.3 Modification. No provision of this Agreement may be amended or added to except by agreement in writing signed by the parties.

2.4 Successors in Interest. This easement shall be a covenant running with the land and shall be binding on the Grantor, and Grantor's heirs, successors and assigns forever.

DATED this 16<sup>th</sup> day of November, 2011.

GRANTOR:

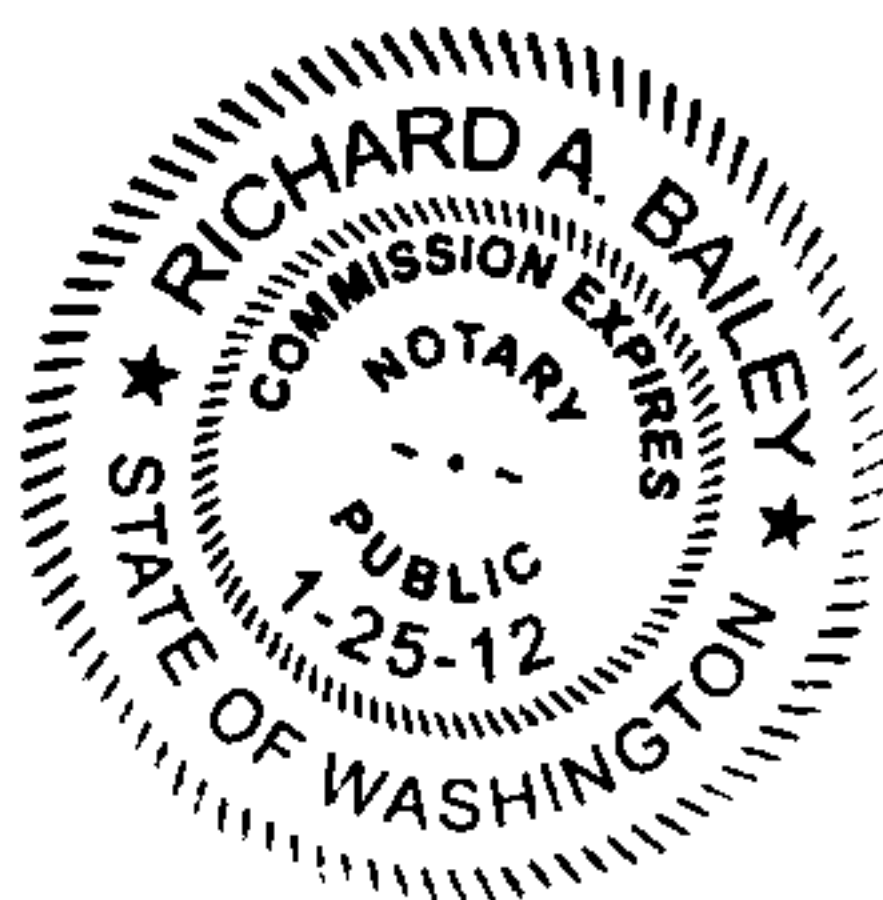
**Public Hospital District No. 3, Snohomish County, WA  
d/b/a Cascade Valley Hospital and Clinics**

By: [Signature]  
W. Clark Jones, Superintendent

STATE OF WASHINGTON )  
) ss.  
COUNTY OF SNOHOMISH )

On this 16<sup>th</sup> day of November, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared W. Clark Jones, to me known to be the Superintendent of **Public Hospital District No. 3, Snohomish County, WA**, the public hospital district that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said district, for the uses and purposes herein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.



[Signature]  
NOTARY PUBLIC in and for the State of Washington; residing at Arlington  
My commission expires: Jan 25, 2012  
Printed name: Richard A. Bailey

**SEWER LINE EASEMENT**

All that portion of the Southeast quarter of the Northeast quarter of Section 11, Township 31 North, Range 5 East, W.M., lying 7.50 feet on each side and abutting the following described centerline:

COMMENCING at the East quarter corner of said Section 11; thence N 4° 00' 19" E along the East line thereof a distance of 484.62 feet; thence N 72° 44' 02" W to a point on the West Right-of-Way of Stillaguamish Avenue and the **TRUE POINT OF BEGINNING**; thence continue N 72° 44' 02" W a distance of 10.87 feet; thence N 85° 16' 05" W a distance of 138.75 feet; thence N 89° 13' 29" W a distance of 52.74 feet to the terminus of said centerline.

All Situate in the County of Snohomish, State of Washington.



10-12-11

**EXHIBIT 1**



10 FOOT WIDE WATERLINE EASEMENT

All that portion of the Southeast quarter of the Northeast quarter of Section 11, Township 31 North, Range 5 East, W.M., lying within a 10.00 foot wide strip of land, being 5.00 feet on each side of and abutting the following described centerline:

COMMENCING at the East quarter corner of Section 11; thence N 4° 00' 19" E along the East line of said subdivision a distance of 243.57 feet; thence N 86° 27' 41" W a distance of 32.54 feet to a point on the West Right-of-Way of Stillaguamish Avenue and the TRUE POINT OF BEGINNING of herein described centerline; thence N 86° 27' 41" W a distance of 6.04 feet; thence N 89° 21' 09" W a distance of 113.75 feet to a point hereinafter referred to as Point A; thence N 89° 21' 09" W a distance of 1.26 feet; thence N 89° 38' 15" W a distance of 14.92 feet to a point hereinafter referred to as Point B; thence N 89° 38' 15" W a distance of 4.41 feet, thence S 3° 12' 53" W a distance of 48.28 feet to the terminus of said centerline;

TOGETHER WITH said 10.00 foot wide easement being 5.00 feet on each side of and abutting the following described centerline:

BEGINNING at previously designated Point A; thence S 2° 51' 26" W a distance of 28.95 feet to the terminus of said centerline;

AND TOGETHER WITH said 10.00 feet-wide easement being 5.00 feet on each side of and abutting the following described centerline:

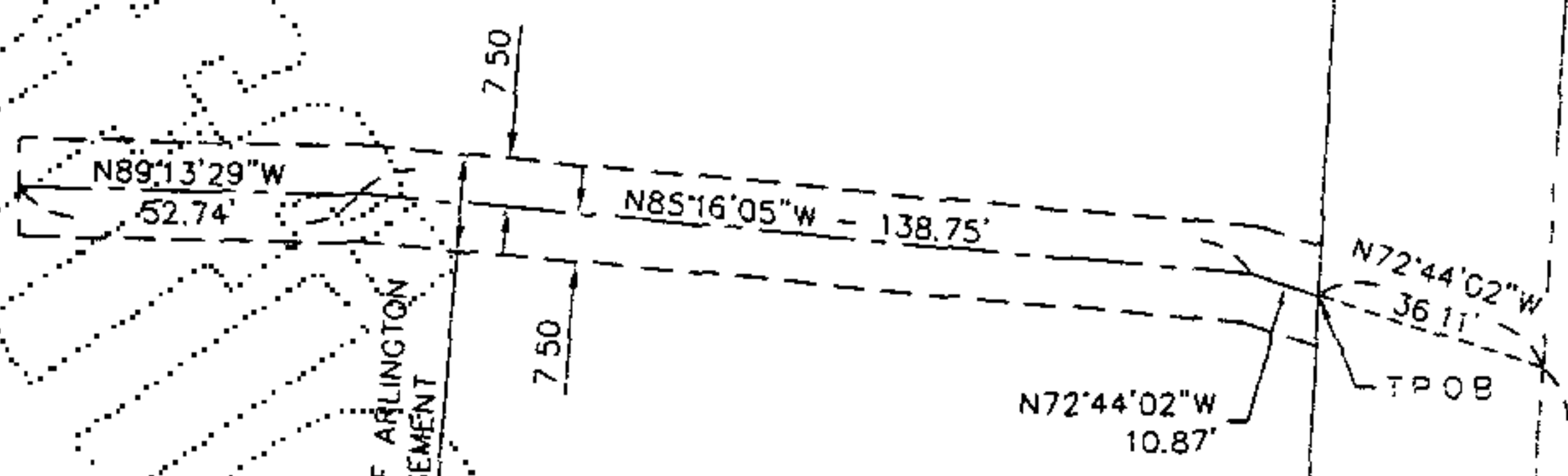
BEGINNING at previously designated Point B; thence N 1° 35' 29" E a distance of 10.69 feet; thence N 2° 55' 31" E a distance of 13.92 feet to the terminus of said centerline.

All Situate in the County of Snohomish, State of Washington.



DRAFT

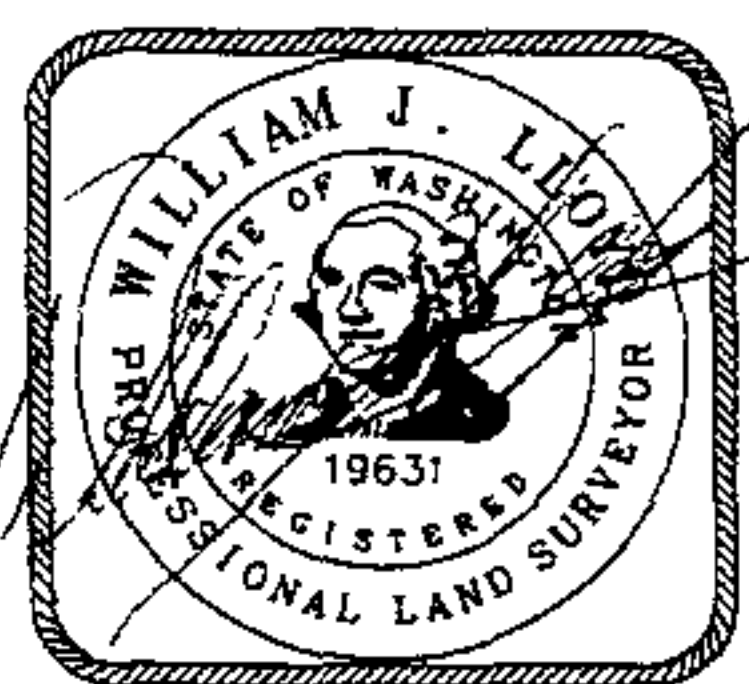
SEWER LINE EASEMENT



15' WIDE CITY OF ARLINGTON SEWER EASEMENT

STILLAGUAMISH AVENUE

EXHIBIT 3



10-18-11



E 1/4 COR

1 inch = 40 ft.

JOB NO 19281	DATE 10/14/2011	DWN BY LAF
PORT'N SE1/4, NE1/4, SEC 11, TWP 31N, RGE 5E, WM		

SKETCH FOR:

# CASCADE VALLEY HOSPITAL

CASCADE SURVEYING AND ENGINEERING, Inc.  
 P O BOX 326  
 ARLINGTON, WA  
 (360) 435-5551

DRAFT

WATERLINE EASEMENT

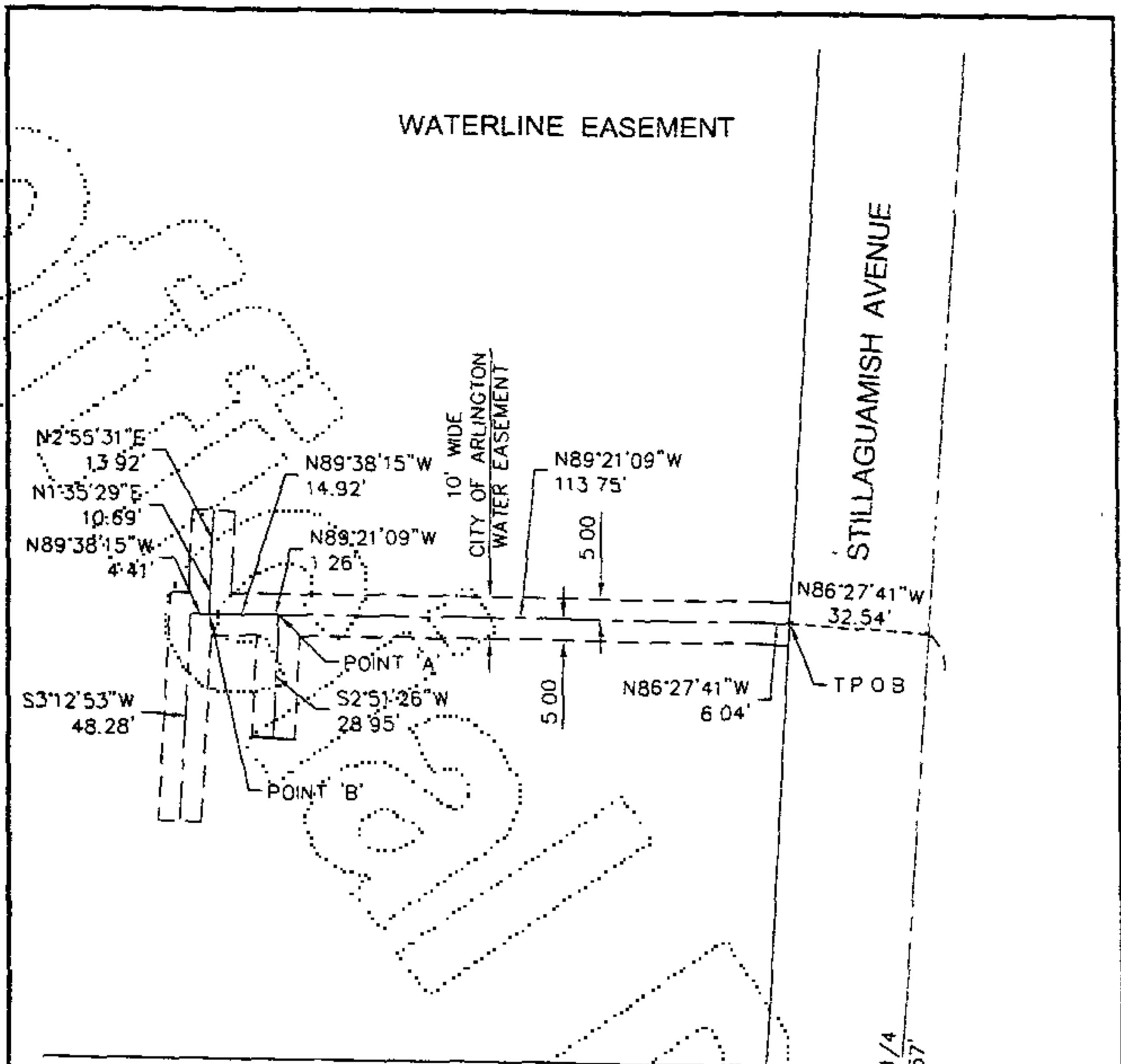
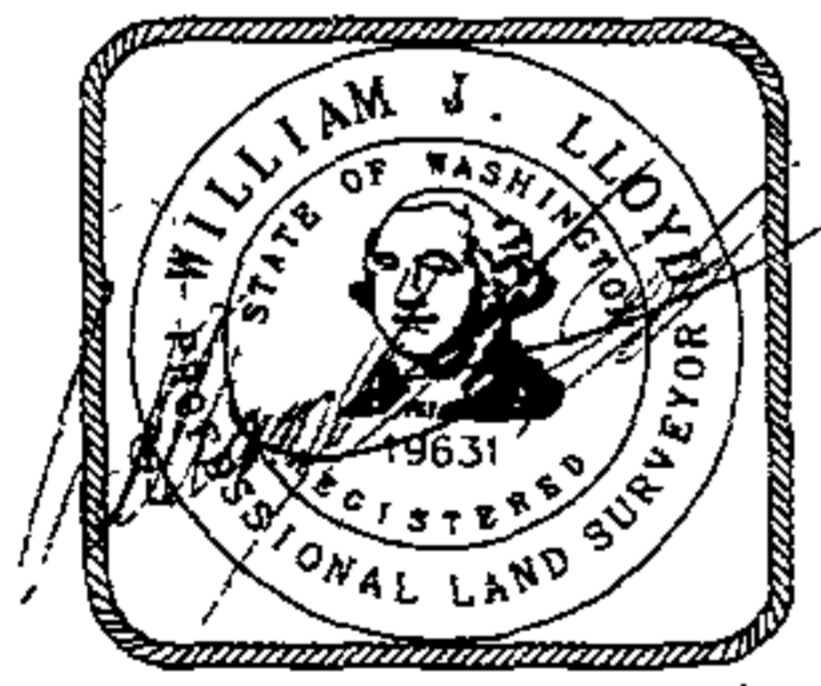


EXHIBIT 4



E LINE SE1/4, NE1/4  
N4°00'19"E - 243.57'



1 inch = 40 ft

JOB NO.: 19281	DATE 10/14/2011	DWN BY LAF
PORT'N SE1/4, NE1/4, SEC.11 TWP.31N, RGE 5E, WM		

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