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Skagit County Auditor

\$76.00

3/12/2018 Page

1 of

3 1:30PM

**When Recorded, Mail to:**

Bryce Tellesbo  
2619 North 27th  
Mt Vernon WA 98273

**Cover page to  
GRANT OF EASEMENT**

**Grantor: SELECT BUYS, LLC**


**Grantee: BRYCE TELLESBO**

**Tax Parcel No: P112520**

**Legal Description:** DK22 PORTION OF NW1/4 SE1/4 WEST OF DRY SLOUGH DEFINED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SE1/4 OF SECTION 11(ALSO KNOWN AS THE S1/4 OF CORNER SECTION 11); THENCE SOUTH 89-17-03 EAST, 554.18 FEET ALONG THE SOUTH LINE OF SAID SECTION 11; THENCE NORTH 0-42-57 EAST, 2,271.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 6-00-00 EAST, 132.11 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 50 FEET, THROUGH A CENTRAL ANGLE OF 104-23-08, AN ARC DISTANCE OF 91.09 FEET TO A POINT OF TANGENCY, THENCE SOUTH 69-36-52 EAST TO DRY SLOUGH; THENCE SOUTHERLY ALONG DRY SLOUGH TO A POINT THAT IS SOUTH 79-18-00 EAST FROM THE POINT OF BEGINNING; THENCE NORTH 79-18-00 WEST TO THE TRUE POINT OF BEGINNING; EXCEPT DIKE RIGHT OF WAY CONDEMNED BY SKAGIT COUNTY SUPERIOR COURT CAUSE #3604 & 3054; AND EXCEPT DITCH RIGHTS OF WAY, IF ANY. \*\*\*\*\* EASEMENT, 30 FOOT IN WIDTH ACCESS EASTMENT OVER, UNDER, ACROSS AND THROUGH THE EXSISTING AS-BUILT DRIVEWAY FROM DRY SLOUGH ROAD, FOR ROAD AND UTILITY PURPOSES.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

**MAR 12 2018**

Amount Paid \$  
Skagit Co. Treasurer  
By  Deputy

## GRANT OF WATER LINE EASEMENT

THIS INDENTURE is made this 8<sup>th</sup> day of February, in the year 2018, by and between SELECT BUYS, LLC (Grantor), 1102 122<sup>nd</sup> Ave NE Lake Stevens, WA 98258; and BRYCE TELLESBO 19544 Tellesbo Lane Mount Vernon, WA 98274.

WITNESSETH, that, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the benefits to be conferred on Grantor's property, Grantor, and for and on behalf of his, her, its or their heirs, administrators, executors, successors and assigns and for and on behalf of anyone claiming by, through or under Grantor, hereby grants unto the Grantee and his, her, its or their heirs, administrators, executors, successors and assigns, a non-exclusive, perpetual easement in, across, under and through the following described property (the "Easement Area"):

4 FOOT WIDE EASEMENT OVER, UNDER, ACROSS AND THROUGH PROPERTY STARTING AT THE EAST, SOUTHEAST PORTION OF LAND THAT MEETS DRY SLOUGH ROAD AND WILL PASS THROUGH EXISTING PASTURE AREA TO MEET P15744 AT A SOUTH, SOUTHWEST POINT.

(SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF AS THE CONTROLLING PICTORIAL REPRESENTATION OF THE EASEMENT AREA BEING GRANTED)

As further described in the property legal description:

DK22 PORTION OF NW1/4 SE1/4 WEST OF DRY SLOUGH DEFINED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SE1/4 OF SECTION 11 (ALSO KNOWN AS THE S1/4 OF CORNER SECTION 11), THENCE SOUTH 89-17-03 EAST, 554.18 FEET ALONG THE SOUTH LINE OF SAID SECTION 11; THENCE NORTH 0-42-57 EAST, 2,271.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 6-00-00 EAST, 132.11 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 50 FEET, THROUGH A CENTRAL ANGLE OF 104-23-08, AN ARC DISTANCE OF 91.09 FEET TO A POINT OF TANGENCY; THENCE SOUTH 69-36-52 EAST TO DRY SLOUGH; THENCE SOUTHERLY ALONG DRY SLOUGH TO A POINT THAT IS SOUTH 79-18-00 EAST FROM THE POINT OF BEGINNING; THENCE NORTH 79-18-00 WEST TO THE TRUE POINT OF BEGINNING; EXCEPT DIKE RIGHT OF WAY CONDEMNED BY SKAGIT COUNTY SUPERIOR COURT CAUSE #3604 & 3054; AND EXCEPT DITCH RIGHTS OF WAY, IF ANY. \*\*\*\*\*EASEMENT, 30 FOOT IN WIDTH ACCESS EASTMENT OVER, UNDER, ACROSS AND THROUGH THE EXSISTING AS-BUILT DRIVEWAY FROM DRY SLOUGH ROAD, FOR ROAD AND UTILITY PURPOSES.

The rights, benefits, privileges, and easement granted herein are for the purpose of the non-exclusive use, replacement, construction, reconstruction, maintenance and repair of an underground potable water line and water meter with connection to public water sources to

contain and transport potable water together with the right to perform such excavation, grading, and general earth disturbing activities necessary or incidental thereto, and together with all rights, members and appurtenances to said easement and right of way in any way appertaining or belonging. The easement granted herein shall be for the full enjoyment and use of the Easement Area for the purposes described herein and shall include the necessary easements and rights for ingress and egress over the Easement Area and the right to cut away and keep clear, remove and dispose of all trees and to remove and dispose of all obstructions now on the Easement Area which removal is necessary for the Grantee's use of the Easement Area; provided, however, that the Grantee shall restore the surface area and all permitted landscaping, paving and other permitted improvements to the same condition as existed before such disturbance of the surface area; and, further provided that, if the affected area within the Easement Area is natural and has not been improved with landscaping, such areas shall be smoothed to commercial lawn grade and seeded with grass following such disturbances.

Except for the rights, privileges, benefits and easements granted herein, Grantor reserves unto itself all rights of ownership and use to the easement area not inconsistent herewith; provided that such uses shall not interfere with the proper operation, maintenance and repair to the water line and facilities. The easement granted herein shall run with and bind the land, benefiting the Grantee's property, and burdening the Grantor's property of which the Easement Area is a part. TO HAVE AND TO HOLD said easement unto Grantee and its successors and assigns so long as the property described herein is used for the purpose designated above. IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this instrument day and year first set forth above.

DATED THIS 8<sup>th</sup> DAY OF FEBRUARY, 2018 BY JEFF HARDING,  
MANAGEMENT MEMBER OF SELECT BUYS, LLC.

[Signature]  
Jeff Harding, Management Member

<p>STATE OF WASHINGTON )  ) ss. COUNTY OF SNOHOMISH )</p> <p>I certify that I know or have satisfactory evidence that <u>Jeff Harding</u> is the person who appeared before me, and said person acknowledged that he/<del>she</del> signed this instrument, on oath stated that he/<del>she</del> was authorized to execute the instrument and acknowledged it as the <u>Management Member</u> of <u>Select Buys LLC</u> to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.</p> <p>DATED this <u>8<sup>th</sup></u> day of <u>Feb</u>, 2018 <u>Sarah A. Yeilding</u> SARAH A. YEILDING Notary Public in and for the State of Washington My appointment expires: <u>6/7/21</u></p>	<p>PLACE NOTARY SEAL HERE</p> <div style="border: 2px solid black; padding: 10px; text-align: center;"> <p>SARAH A. YEILDING Notary Public State of Washington My Appointment Expires Jun 7, 2021</p> </div>
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