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SKAGIT COUNTY TREASURER
DEPUTY <u>[Signature]</u>
DATE <u>1-4-21</u>

DOCUMENT TITLE: GRANT OF EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: 202010270044

GRANTOR(S): ROBERT E. BEST and LAURA B. BEST, husband and wife and the marital community:

ADDITIONAL GRANTORS ON PAGE **OF DOCUMENT.**

GRANTEE(S): COCUSA, INC., a Washington Corporation and future owners;

ADDITIONAL GRANTEES ON PAGE **OF DOCUMENT.**

ABBREVIATED LEGAL DESCRIPTION:

LOT 1, SECTION 6, TOWNSHIP 34N, RANGE 4E, WM

ADDITIONAL LEGAL DESCRIPTION ON PAGE(S) 2 **OF DOCUMENT.**

ASSESSOR'S TAX/PARCEL NUMBER(S): Parcel P23600 and
Parcel P23602

EASEMENT AND AGREEMENT

This is an Agreement between ROBERT E. BEST and LAURA B. BEST, hereinafter referred to as "Best", and COCOSA, INC., hereinafter referred to as "Cocosa".

Best is the owner of the following described tract (hereinafter referred to as "Best Tract"), situate in Skagit County, Washington:

The east 108 feet (measured along the south line of SSR No. 1-C) of the West half of the West half of Lot 1, Section 6, Township 34 North, Range 4 East, W.M.; lying South of SSR No. 1-C and North of a line 200 feet South (measured at right angles to said SSR No. 1-C) and parallel to the South line of said highway.

Cocosa is the owner of the following described tract (hereinafter referred to as "Cocosa Tract"), situate in Skagit County, Washington:

That part of the East 1/2 of the West 1/2 of Lot 1, Section 6, Township 34 North, Range 4, EWM, lying South of county road and North of a line 200 feet South of road, EXCEPT the East 110 feet thereof.

There has been installed at the Southeast corner of the Best Tract, a solid waste station. In order for the sewage to be disposed of it is necessary that it be pumped to the Burlington sewer line which runs along Highway 20 right-of-way. Cocosa desires to discharge its sewage into the solid waste station and Best is willing that this be done. Best desires to install, maintain and replace a sewer line from the solid waste station to the sewer line on Highway 20.

It is, therefore, agreed as follows:

1. Best hereby grants an easement to Cocosa to discharge its sewage into the solid waste station and grants to Cocosa an easement over and across the Best Tract for the purpose of installing, maintaining, repairing and replacing a sewer pipe line from the Cocosa property to the solid waste station located on the Best property, such easement to traverse the Southeast corner of the Best Tract.

2. Cocosa hereby grants to Best, an easement for the purpose of installing, maintaining, repairing and replacing a sewer pipe line from the solid waste station to the Burlington city sewer along Highway 20, such easement to be along the property line common between the Best Tract and the Cocosa Tract and to extend 3 feet Easterly of this common line.

3. Cocosa agrees to pay one-half of the cost of the installation of the solid waste station and lift station.

4. Best and Cocosa shall each pay one-half on any costs of repairs, maintenance and replacement of the solid waste station, the lift system and the sewage discharge line.

1 5. Cocusa agrees to pay \$4.17 per month toward the
 2 cost of power needed to operate the lift station. The amount
 3 to be paid shall equal approximately 1/2 of the cost of paid
 4 power. The parties shall review the power costs at ^{year} year
 5 intervals and adjust the amount to be paid by Cocusa to reflect
 6 its appropriate share.

7 6. Best shall have the responsibility of maintaining,
 8 repairing and replacing the solid waste and lift station and
 9 the sewer discharge line, provided that before undertaking
 10 major repairs or replacements Best shall consult with Cocusa
 11 and the parties shall agree upon the reasonable cost thereof.

12 7. This agreement shall be binding upon and inure to
 13 the benefit of the successors and assigns of the parties:

14 Dated ~~April~~ ^{June} 9, 1977.

15 Richard L. Best, attorney in
 16 fact for Robert E. Best

17 Laura B. Best
 18 Laura B. Best

19 COCUSA, INC.
 20 By Delmer Cummings
 21 Its President

22 Attest:
 23 Carmen Coons
 24 Its Secretary

25 STATE OF WASHINGTON)
 26) ss.
 27 COUNTY OF SKAGIT) Richard L. Best, Attorney
 28 in fact for:

29 On this day personally appeared before me/ROBERT E. BEST
 30 and LAURA B. BEST, to me known to be the individuals described
 31 in and who executed the within and foregoing instrument, and
 32 acknowledged that they signed the same as their free and voluntary
 act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of
~~April~~ ^{June} 1977.

Delmer E. Quinn
 Notary Public in and for the State of
 Washington, residing at ~~Mount Vernon~~
 Burlington.

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

On this 11th day of June, 1977, before me, the undersigned,
 a Notary Public in and for the State of Washington, duly
 commissioned and sworn, personally appeared DELMER CUMMINGS
 and CARMEN COONS, to me known to be the President and Secretary,
 respectively, of COCUSA, INC., the corporation that executed

1 the foregoing instrument, and acknowledged the said instrument
 2 to be the free and voluntary act and deed of said corporation,
 3 for the uses and purposes therein mentioned, and on oath stated
 4 that they are authorized to execute the said instrument and
 5 that the seal affixed is the corporate seal of said corporation.

6 WITNESS my hand and official seal the day and year in this
 7 certificate above written.

8 *Harwood Bannister*
 9 Notary Public in and for the State of
 10 Washington, residing at Mount Vernon.

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