

After recording return document to:

City of Mount Vernon  
P.O. Box 809  
Mount Vernon, WA 98273



200007120010  
Kathy Hill, Skagit County Auditor  
7/12/2000 Page 1 of 6 8:52:13AM

*Document Title:* Possession and Use Agreement  
*Reference Number of Related Document:* N/A  
*Grantor(s):* Ron and Joyce Curry  
*Grantee:* The City of Mount Vernon  
*Legal Description:* Ptn. of Lot 10, Sec. 8, T 34 N, R 4 E, W.M.  
*Additional Legal Description is on:* Exhibit A  
*Assessor's Tax Parcel Number:* 340408-0-083-0008

T-81032  
LAND TITLE COMPANY OF SKAGIT COUNTY

## POSSESSION AND USE AGREEMENT

### *In the Matter of the Riverside Bridge Replacement Project, Parcel No. 1-00013*

This **AGREEMENT** is made and entered into by and between **RON AND JOYCE CURRY**, husband and wife, hereinafter referred to as the "Owner", and **THE CITY OF MOUNT VERNON**, a municipal corporation of the State of Washington, hereinafter referred to as the "City":

**WHEREAS**, the City affirms that the Owner of real estate described herein is required by the City for immediate construction of a transportation project.

**AND WHEREAS**, the City affirms that any delay in its construction program is contrary to the public interest;

**AND WHEREAS**, the City has made a firm and continuing offer to pay the amount of SIX THOUSAND, TWO HUNDRED, TWENTY-NINE AND 00/100 DOLLARS (\$6,229.00) for the purchase of the following described real estate situated in Skagit County, in the State of Washington:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

**AND WHEREAS**, the Owner requires additional time to evaluate said offer and/or to resolve any questions concerning just compensation;

**NOW THEREFORE**, for and in consideration of the payment of said offer, the Owner hereby grants to the City a right to possess and use the above described real estate and the parties further agree that:

1. The real estate is necessary for a public use of the City of Mount Vernon. It is the intent of the City to acquire the referenced real property through the power of eminent domain. All payments made to Owner hereunder shall be in the exercise of the power of eminent domain, and such payment made pursuant to this agreement shall offset the purchase price and/or settlement amount.
2. No later than July 31, 2000 the City will issue a warrant in payment to the Owner of the amount of the offer stated above, subject only to deductions of the value of interests of others. The City acknowledges that this warrant will be issued in consideration of Owner's execution of this agreement and that the full amount of such payment shall in all circumstances be nonrefundable to the City, irrespective of whether the City proceeds with condemnation, whether the above-described project is constructed, or the final adjudication of just compensation for the taking of the real property.
3. Execution of this agreement by the undersigned parties shall not prejudice such parties' right to subsequent adjudication of just compensation pursuant to state law, and neither shall this agreement, nor the basis therefore, be construed as an admission of fair market value or just compensation by any of the parties named herein.
4. If it becomes necessary for the City to institute condemnation proceedings, the Owner has no objection to the City's forthwith entering an Order Adjudicating Public Use for Riverside Bridge Replacement Project for the property described herein, and agrees that, from and after the date of this Agreement, this instrument shall be treated as having the same legal effect as an Order for Immediate Possession and Use. The Owner shall cooperate with the entry of such Order.
5. The date of valuation for the determination of just compensation shall be the date that this agreement is accepted and approved by the City of Mount Vernon's Public Works Director.
6. Nothing herein shall preclude the City from hereafter changing its plans to increase or decrease the nature or extent of the acquisition. If the acquisition is enlarged a supplemental Possession and Use Agreement will be required.
7. Until this agreement is accepted and approved by the City of Mount Vernon's Public Works Director, the City shall have no right of entry, use or possession of real estate described on Exhibit A. Following the date of such approval, the City will indemnify, defend and hold Owner harmless from and against all costs, claims, expenses and damages, including attorneys' fees (with or without litigation), arising in any way in connection with use possession or entry onto said real property by the City, its contractors, subcontractors, agents, employees and assign




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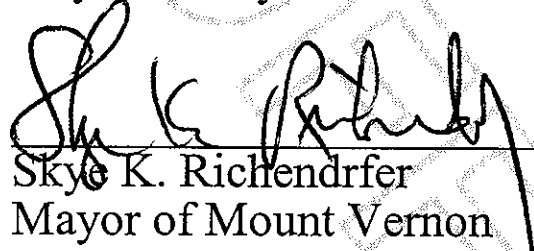
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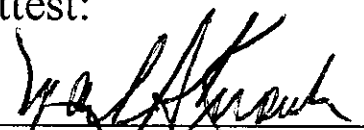


**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Scott Thomas  
City Attorney of Mount Vernon

  
\_\_\_\_\_  
Skye K. Richendrfer  
Mayor of Mount Vernon

Attest:

  
\_\_\_\_\_  
Mark Knowles  
Finance Director of Mount Vernon



## EXHIBIT "A"

A strip of land 14.00 feet wide in Government Lot 10, Section 8, Township 34 North, Range 4 East, W.M., being more particularly described as follows:

Commencing at the southwest corner of said Section 8; **thence** along the South line thereof, South 87°58'02" East, 278.00 feet; **thence** North 00°03'16" East, 30.02 feet to the north line of the existing right-of-way of Hoag Road and the **POINT OF BEGINNING**, hereinafter referenced as Point 'A'; **thence** continuing North 0°03'16" East, 14.01 feet; **thence** parallel with the south line of said Section 8, South 87°58'02" East, 46.52 feet to the west line of the parcel described in the Statutory Warranty Deed recorded under Auditor's File No. 9903310081; **thence** along said west line, South 02°01'58" West, 14.00 feet to the north line of the existing right-of-way of Hoag Road; **thence** along said line, North 87°58'02" West, 46.04 feet to the **POINT OF BEGINNING**.

**TOGETHER** with a strip of land 20.00 feet wide in said Government Lot 10, being more particularly described as follows:

Commencing at the above described Point 'A'; **thence** North 0°03'16" East, 85.05 feet to the **POINT OF BEGINNING**; **thence** South 87°58'02" East, 48.97 feet to the west line of the parcel described in the Statutory Warranty Deed recorded under Auditor's File No. 9903310081; **thence** along said west line, North 2°01'58" East, 20.00 feet to the northwest corner of said parcel; **thence** North 87°58'02" West, 49.66 feet; **thence** South 0°03'16" West, 20.01 feet to the **POINT OF BEGINNING**.

Containing 1,634 square feet.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

See attached Exhibit "A".



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EXHIBIT "A"

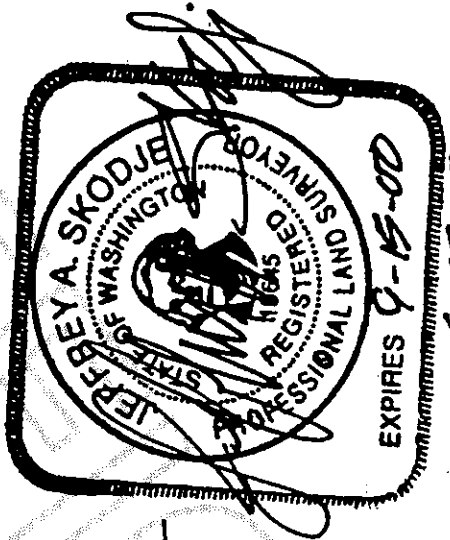
SKAGIT RIVER

GOV - LOT 10

RIVERSIDE DRIVE

T.34 N. R.4 E.WM

HOAG ROAD



EARL VAN CUSEN  
P24197  
TRACT A  
S/P 5-84

EASEMENT TO  
CURRY

CURRY  
P24219  
TRACT B  
S/P 5-84

TRACT C  
S/P 5-84

# PROPOSED RIGHT-OF-WAY ACQUISITION MAP CURRY

99151G.DWG DJA 10/20/99  
REVISED BGS 4/25/00, 6/14/00

P24219	SQ FT	ACRES
CURRY, SOUTH LINE	648	0.0149
CURRY, DRIVEWAY	986	0.0226

LEGEND



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