

After recording, return to  
City of Mount Vernon  
Attn.: Mikael Love, Public Works Department  
P.O. Box 809  
Mount Vernon, WA 98273



200603270163  
Skagit County Auditor

3/27/2006 Page 1 of 7 11:33AM

## POSSESSION AND USE AGREEMENT

Reference No.: N/A  
Grantors: Bradley R. and Marjorie A. Paulson, husband and wife  
Grantee: City of Mount Vernon  
Legal Description: Section 17, Township 34, Range 4; Ptn. SW NW  
Assessor's Tax Parcel No.: 340417-0-152-0011 (P25762)  
Additional legal description on Schedule "A"

In the matter of: City of Mount Vernon College Way/Urban Avenue Intersection Project

Parcel No.: 340417-0-152-0011 (P25762)

This agreement is made and entered into by and between the City of Mount Vernon, State of Washington, a municipal corporation organized as a Code City formed pursuant to Title 35A RCW and endowed with all the powers pursuant to RCW 35A and State Constitution, hereinafter referred to as the ("City") and the undersigned Grantors, hereinafter referred to as the ("Owner").

### RECITALS

The Property described in the attached Schedule "A" of this Agreement is required by the City for the construction of the City of Mount Vernon College Way/Urban Avenue Intersection Project ("the Project");

Delay in acquisition and construction of the Project is contrary to the public interest;

The City has made a firm and continuing offer to pay the Owner the amount of **Eighty-one thousand five hundred and no/100 dollars (\$81,500.00)** ("the "Offer") to purchase the Property and/or to compensate the Owner for any damage to the Property resulting from the Project;

The Owner wishes additional time to evaluate the City's Offer and resolve any questions it may have concerning just compensation.

## AGREEMENT

1. The City will issue a Warrant in payment to the Owner of the amount of the Offer.
2. For and in consideration of payment by the City to the Owner of the amount of the Offer, the Owner grants the City possession and use of the described Property for project purposes.
3. The parties agree that the object and use for which the City is acquiring the property rights held by Owner in this case is a public object and a public use, and that the acquisition of the Property is necessary to that public use; *i.e.*, acquisition of interests in real property for the City's College Way/Urban Avenue Intersection Project in Mount Vernon, Washington. If the parties cannot agree as to the amount of just compensation due the Owner and the City institutes condemnation proceedings, the Owner will not object and further stipulate to the City's entry of an Order Adjudicating Public Use and Necessity, as provided by RCW 8.12.090 and agree that this instrument shall be treated as having the same legal effect as an Order for Immediate Possession provided by RCW 8.04.090, et seq., which by this reference, are incorporated herein as if fully set forth.
4. The Parties agree that if condemnation proceedings are instituted by the City, this Agreement shall be deemed to satisfy the requirements of a Stipulated Order of Immediate Use and Possession entered pursuant to RCW 8.25.070(3) the provisions of which are incorporated herein by reference. This Agreement shall continue in effect until said proceedings have terminated and the Property is finally acquired by the City.
5. Nothing in this Agreement shall be deemed to waive any right either party may have to a subsequent adjudication of compensation pursuant to state law. Neither this Agreement nor the basis for the payment made pursuant to this Agreement shall be construed as evidence of or an admission of fair market value or just compensation by either party to the Agreement.
6. The date of valuation for the determination of just compensation shall be the date that the warrant in the amount of the Offer has been delivered to Owner. Interest at the statutory rate shall be awarded on the difference between the Offer, and the final award of Just Compensation as determined at trial, from the date of valuation until the date any additional sums awarded are deposited into the court registry. Delivery shall be deemed complete upon service of a written notification to the Owner's Attorney from the City Attorney that a check is available at the City's Finance Department upon production of valid identification. Service may be made by means of facsimile or hand delivery.
7. If condemnation proceedings are instituted, any payment of costs and attorney's fees shall be governed by the provisions of RCW 8.25.070 and 8.25.075.



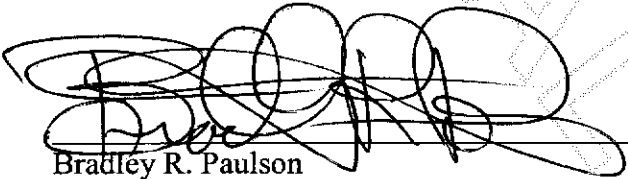
200603270163  
Skagit County Auditor

P25762

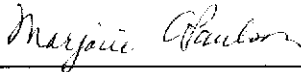
8. If the City's possession and use of the Property requires that the Owner move from the Property, the Owner waives the requirement of a written notice to move as provided by RCW 8.26.180 and agree to surrender possession of the Property by the date the Agreement is signed by both the City and the Owner.
9. This Agreement is the complete expression of the terms hereto, any other representation whether oral or in writing not incorporated in this Agreement are excluded. The terms and obligations of this Agreement shall be effective when the Agreement is signed by both the City and the Owner. Time is of the essence of the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any other subsequent default.

DATED this 21st day of March, 2006.

**OWNER**



Bradley R. Paulson



Marjorie A. Paulson

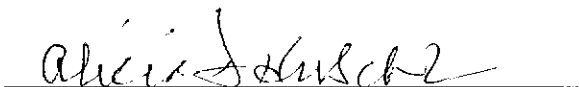
ACCEPTED AND APPROVED this 16<sup>th</sup> day of March, 2006.

**CITY OF MOUNT VERNON**



BUD NORRIS, Mayor

Attest:



Alicia D. Huschka, Finance Director

Approved as to form:



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Skagit County Auditor

P25762

  
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City Attorney



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P25762

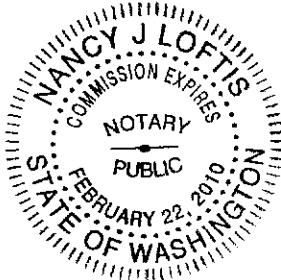
INDIVIDUAL ACKNOWLEDGMENT

State of Washington ) ss  
City of Anacortes )

On the 21<sup>st</sup> day of March, 2006, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me BRADLEY R. AND MARJORIE A. PAULSON, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary Seal



Nancy J. Loftis  
Notary Public in and for the State of Washington  
Residing at Anacortes

My appointment expires 2/22/10



200603270163  
Skagit County Auditor

P25762

CITY ACKNOWLEDGMENT

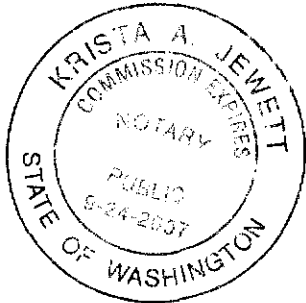
State of Washington )

County of Skagit )<sup>SS</sup>

On the 16th day of March, 2006, before me, personally appeared BUD NORRIS, known to be the duly elected, qualified and acting Mayor of the City of Mount Vernon, Skagit County, Washington, who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and each on oath stated that they were authorized to execute said instrument by resolution or other action of the City Council, and that the seal affixed is the official seal of said City.

Given under my hand and official seal hereto affixed the day and year last above written.

Notary Seal



Krista A. Jewett  
Notary Public in and for the State of WA  
Residing at Skagit County

My Appointment expires 9-24-07



200603270163  
Skagit County Auditor

P25762

**SCHEDULE "A"**

February 1, 2006

LEGAL DESCRIPTION FOR: City of Mount Vernon

Urban Avenue Improvement – Right of Way Acquisition

Bradley R. Paulson Tract

All that portion of the South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 17, Township 34 North, Range 4 East, W.M., more particularly described as follows:

Commencing at a point 780 feet East and 30 feet North of the Southwest corner of said subdivision, said point being the intersection of the Southerly extension of the East line of Urban Avenue as conveyed to the City of Mount Vernon by Deed recorded under Auditor's File No. 567036 and the North line of the Clear Lake and Woolley Road (now College Way) as shown on the "PLAT OF MOUNT VERNON ACREAGE", according to the plat recorded in Volume 3 of Plats, page 102; thence North  $00^{\circ}54'10''$  West along said Southerly extension, 32.50 feet to the Northwest corner of that certain tract of land conveyed to the State of Washington by Deed recorded November 12, 1991 under Auditor's File No. 9111120035, said point being the TRUE POINT OF BEGINNING; thence continuing North  $00^{\circ}54'10''$  West along said Southerly extension, 208.61 feet; thence South  $19^{\circ}37'00''$  East, 75.02 feet to the beginning of a curve to the right, said curve having a radius of 270.00 feet; thence Southerly along said curve to the right through a central angle of  $15^{\circ}00'00''$ , an arc distance of 70.69 feet to the end of said curve; thence South  $04^{\circ}37'00''$  East, 21.42 feet; thence South  $06^{\circ}54'26''$  East, 43.77 feet; thence South  $42^{\circ}12'25''$  East, 29.87 feet to the North line of said State of Washington tract; thence North  $89^{\circ}37'00''$  West along said North line, 24.94 feet to an angle point thereon; thence North  $65^{\circ}25'16''$  West along said North line, 42.68 feet to the TRUE POINT OF BEGINNING; containing 6,549 square feet, more or less.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

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



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