



200710150151
Skagit County Auditor

10/15/2007 Page 1 of 10 11:32AM

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia, WA 98504-7338

Document Title: Possession and Use Agreement

Reference Number of Related Document: N/A

Grantor(s): Barney Charles Scott, Ruby Lee Cleave, Personal Reps. of Estate of Ruby E. Scott; Barney Charles Scott, Ruby Lee Cleave, Co-Trustees under will of Virgil Clair Scott

Grantee: State of Washington, Department of Transportation

Legal Description: Ptn SE¹/₄ of the NW¹/₄ and ptn NE¹/₄ of the NW¹/₄ of Section 11, T34N, R3E, WM

Additional Legal Description is on Page(s) 9 & 10 of Document.

Assessor's Tax Parcel Number(s): 340311-0-044-0002 (P21549); 340311-2-006-0004 (P21463); 340311-2-002-0008 (P21458)

GUARDIAN NORTHWEST TITLE CO.

POSSESSION AND USE AGREEMENT

State Route 20, Fredonia to Pulver Rd. Vic.

76140

ACCOMMODATION RECORDING ONLY

This AGREEMENT is made and entered into by and between the **State of Washington, Department of Transportation**, hereinafter referred to as the "State", and **BARNEY CHARLES SCOTT and RUBY LEE CLEAVE**, Co-Personal Representatives of THE ESTATE OF RUBY E. SCOTT, deceased, as to an undivided one half interest, and **BARNEY CHARLES SCOTT and RUBY LEE CLEAVE**, as Co-Trustees under the Will of **VIRGIL CLAIR SCOTT**, deceased, under Skagit County Probate Cause No. 15007, as to the remainder, hereinafter referred to as the "Owners":

WITNESSETH

WHEREAS, the State affirms that the Owners' real estate described herein is required by the State for immediate construction of a transportation project.

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

POSSESSION AND USE AGREEMENT

AND WHEREAS, the State has made a firm and continuing offer to pay the amount of ONE HUNDRED FOURTEEN THOUSAND and NO/100 (\$114,000.00) DOLLARS for the purchase of the following described real property situated in Skagit County, in the State of Washington:

For legal description and additional conditions,
see Exhibit A attached hereto and made a part hereof.

AND WHEREAS, the Owners require 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 Owners hereby grant to the State 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 State of Washington.
2. The State will issue a warrant in payment to the Owners of the amount of the offer stated above, subject only to deduction of the value of interests of others therein.
3. Execution of this agreement by the undersigned parties shall not prejudice such parties' rights 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 State to institute condemnation proceedings, the Owners have no objection to the State entering an Order Adjudicating Public Use, as provided by RCW 8.04.070, 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.



POSSESSION AND USE AGREEMENT

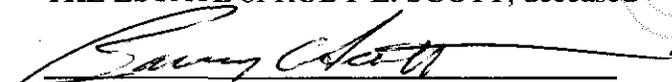
5. The date of valuation for the determination of just compensation shall be the date that this agreement is accepted and approved by the Department's Director of Real Estate Services.
6. The Owners hereby waive the requirement of a written notice to move, as provided by RCW 8.26.180, and will surrender possession of the above described real estate to the State not later than date of receipt of payment.

Also, the Owners request the Assessor and Treasurer of said County to set over to the remainder of the hereinafter described TRACT "X", the lien of all unpaid taxes, if any, affecting the real estate herein conveyed, as provided for by RCW 84.60.070.

It is understood and agreed that delivery of this agreement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation, by the Director of Real Estate Services.

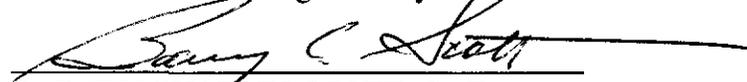
Date: August 17, 2007

THE ESTATE of RUBY E. SCOTT, deceased


BARNEY CHARLES SCOTT, Co-Personal Representative


RUBY LEE CLEAVE, Co-Personal Representative

THE TRUST of VIRGIL CLAIR SCOTT, deceased,
under will filed in Skagit County Probate Cause No. 15007


BARNEY CHARLES SCOTT, Co-Trustee


RUBY LEE CLEAVE, Co-Trustee



POSSESSION AND USE AGREEMENT

Accepted and Approved

STATE OF WASHINGTON,
Department of Transportation

By: *G. Gallinger*
Gerald L. Gallinger
Director, Real Estate Services

Date: *Oct 12, 2007*

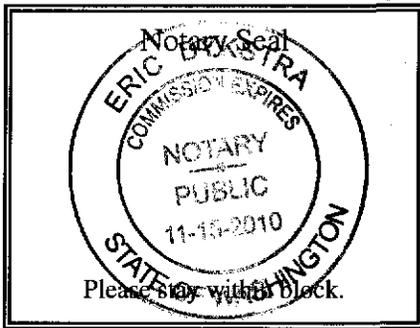


POSSESSION AND USE AGREEMENT

STATE OF WASHINGTON)
 : ss.
County of SKAGIT)

On this 17th day of AUGUST, 2007, before me personally appeared BARNEY CHARLES SCOTT, to me known to be a Co-Personal Representative of THE ESTATE of RUBY E. SCOTT, deceased described in and who executed the foregoing instrument, and acknowledged that in that capacity as a Co-Personal Representative signed the same as the Estate's free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



[Handwritten Signature]

Notary (print name) ERIC DYKSTRA
Notary Public in and for the State of Washington,
residing at BUEL DUGEN
My Appointment expires 11-15-10

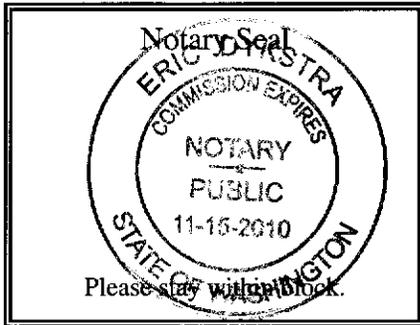


POSSESSION AND USE AGREEMENT

STATE OF WASHINGTON)
 : ss.
County of SKAGIT)

On this 17th day of AUGUST, 2007, before me personally appeared RUBY LEE CLEAVE, to me known to be a Co-Personal Representative of THE ESTATE of RUBY E. SCOTT, deceased described in and who executed the foregoing instrument, and acknowledged that in that capacity as a Co-Personal Representative signed the same as the Estate's free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



E. Dijkstra
Notary (print name) ERIC DIKSTRA
Notary Public in and for the State of Washington,
residing at BURLINGTON
My Appointment expires 11-15-10

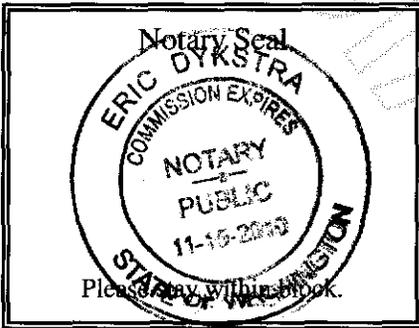


POSSESSION AND USE AGREEMENT

STATE OF WASHINGTON)
) : ss.
County of SKAGIT)

On this 17TH day of AUGUST, 2007, before me personally appeared RUBY LEE CLEAVE to me known to be a Co-Trustee of THE TRUST of VIRGIL CLAIR SCOTT, deceased described in and who executed the foregoing instrument, and acknowledged that in that capacity as a Co-Trustee signed the same as the Trust's free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



ED
Notary (print name) ERIC DYKSTRA
Notary Public in and for the State of Washington,
residing at BURLINGTON
My Appointment expires 11-15-10



POSSESSION AND USE AGREEMENT

EXHIBIT A

TO BE ACQUIRED IN FEE:

All that portion of the hereinafter described TRACT "X" lying northwesterly of a line drawn 165.00 feet southeasterly of and parallel with the SR 20 line survey of SR 20, Fredonia to Pulver Rd. Vic.

TO BE ACQUIRED IN TEMPORARY EASEMENT:

Purpose: Driveway reconnection
Termination Date: December 31, 2012

All that portion of the hereinafter described TRACT "X" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 635+45 on the SR 20 line survey of SR 20, Fredonia to Pulver Rd. Vic. and 165 feet southeasterly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 635+75 thereon; thence southeasterly to a point opposite said HES 635+75 and 188 feet southeasterly therefrom; thence southwesterly parallel with said line survey to a point opposite HES 635+45 thereon; thence northwesterly to the point of beginning.

TRACT "X"

Parcel A:

That portion of the west half of the northeast quarter of Section 11, Township 34 North, Range 3 East, W.M., in Skagit County, Washington, lying southerly of the right-of-way conveyed to the Seattle & Northern Railway Company by Deed recorded January 10, 1890 in Volume 9 of Deeds, page 283 and lying westerly of the centerline of the right-of-way appropriated for Drainage District No. 19 in Skagit County Superior Court Cause No. 8889 on December 4, 1922; EXCEPT the south 1097.3 feet thereof; ALSO EXCEPT the right-of-way conveyed to Skagit County for road purposes by Deed recorded July 3, 1941 under Auditor's File No. 341316.

Parcel B:

The southeast quarter of the northwest quarter and that portion of the northeast quarter of the northwest quarter lying southerly of the right-of-way conveyed to the Seattle & Northern Railway Company by Deed recorded January 10, 1890 in Volume 9 of Deeds, page 319, all in Section 11, Township 34 North, Range 3 East, W.M., in Skagit County,



POSSESSION AND USE AGREEMENT

Washington, EXCEPT the right-of-way conveyed to Skagit County for road purposes by Deed recorded July 3, 1941 under Auditor's File No. 341317.

ALSO, the Grantors herein convey and grant to the State of Washington all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between State Route 20, Fredonia to Pulver Rd. Vic. and the remainder of said TRACT "X".

EXCEPT that the State shall construct on its right of way a Type "B" off and on approach, not to exceed 50 feet in width, for those uses necessary to the normal operation of a farm but not for retail marketing, on the southeasterly side, at or near HES 635+62, as shown on Sheet 11 of 23 Sheets of the hereinafter mentioned map of definite location, and to which off and on approach, only the Grantors, their heirs successors or assigns, reserve a right of reasonable access for that purpose only, which approach shall be maintained between the right of way line and the shoulder line of said highway by the Grantors, their heirs successors or assigns. Traffic using this approach will be limited to right in/right out movements.

The lands herein described contain an area of 212,633 square feet, more or less, as to fee simple and 711 square feet, more or less, as to temporary easement, specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval June 3, 2005, revised April 19, 2007.

Grantor's Initials
