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Skagit County Auditor

11/29/2007 Page 1 of 6 1:20PM

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): Robert C. Lunz

Grantee: State of Washington, Department of Transportation

Legal Description: Ptn of Lots 2-9, Blk 3, Lots 1-14, Blk 17, Lots 1-14, Blk 30, "Map of Fidalgo City, Skagit County, Washington" Vol 2 of Plats, pgs 113 and 114 TW unopened Erie Ave., Washington Ave., 10th St., 11th St. and alleys adjacent thereto;

Additional Legal Description is on Page(s) 5, and 6 of Document.

Assessor's Tax Parcel Number(s): 4101-003-009-0005 (P73014); 4101-017-014-0008 (P73031); 4101-030-014-0001 (P73035)

GUARDIAN NORTHWEST TITLE CO.

86581

POSSESSION AND USE AGREEMENT

ACCOMMODATION RECORDING ONLY

State Route 20, S. Campbell Lake Rd. to Gibraltar Rd. Vic.

This AGREEMENT is made and entered into by and between the **State of Washington, Department of Transportation**, hereinafter referred to as the "State", and **ROBERT C. LUNZ**, a married person, as his separate estate, hereinafter referred to as the "Owner":

WITNESSETH

WHEREAS, the State affirms that the Owner's 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 FORTY THREE THOUSAND SEVEN HUNDRED AND NO/100 (\$43,700.00) 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 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 and an Administrative Payment of an additional Three Hundred (\$300.00) DOLLARS (the "Payment"), the Owner hereby grants 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 Owner 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 party shall not prejudice such party's 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 Owner has no objection to the State entering an Order Adjudicating Public Use, as provided by RCW 8.04.070, and agrees 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.



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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 Owner hereby waives 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 Owner requests 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.

Dated 21 August, 2007

Robert C. Lunz
ROBERT C. LUNZ

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: ML Gallinger
for Gerald L. Gallinger
Director, Real Estate Services
Date: 11/15/07

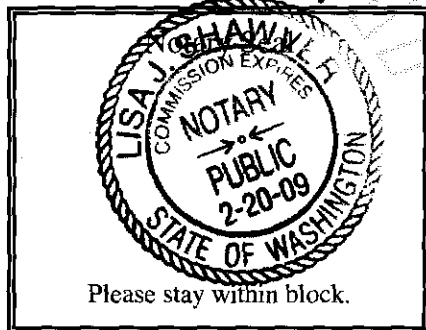


POSSESSION AND USE AGREEMENT

STATE OF Washington)
County of Skagit) : ss.

On this 21 day of August, 2007, before me personally appeared ROBERT C. LUNZ, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his 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.



Lisa J. Shawver
Notary (print name) Lisa J. Shawver
Notary Public in and for the State of Washington
residing at Seattle
My Appointment expires _____

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EXHIBIT A

RIGHTS TO BE ACQUIRED IN FEE:

All that portion of the hereinafter described TRACT "X" lying westerly, of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) STA. 237+04.08 P.O.T MP 45.13 on the SR 20 line survey of SR 20, S. Campbell Lake Rd. to Gibraltar Rd. Vic. and 50 feet easterly therefrom; thence northerly parallel with said line survey to a point opposite HES 239+00 thereon; thence northerly to a point opposite HES 240+35 on said line survey and 60 feet easterly therefrom; thence northerly parallel with said line survey to a point opposite HES 242+80 thereon; thence northeasterly to a point opposite HES 244+00 on said line survey and 80 feet easterly therefrom; thence northeasterly to a point opposite HES 247+00 on said line survey and 130 feet southeasterly therefrom; thence northeasterly parallel with said line survey to a point opposite HES 251+92.75 thereon and the end of this line description.

RIGHTS TO BE ACQUIRED IN TEMPORARY EASEMENT:

All that portion of the hereinafter described TRACT "X" lying within a tract of land beginning at a point opposite HES 240+35 on said SR 20 line survey of said Highway and 60 feet easterly therefrom; thence northeasterly to a point opposite HES 240+48.20 on said line survey and 155.01 feet easterly therefrom; thence northerly parallel with said line survey to a point opposite HES 240+68.95 thereon; thence westerly to a point opposite HES 240+68.97 on said line survey and 60 feet easterly therefrom; thence southerly parallel with said line survey to the point of beginning.

AND

All that portion of the hereinafter described TRACT "X" lying within a tract of land beginning at a point opposite HES 240+50.97 on the SR 20 line survey of said Highway and 175.01 feet easterly therefrom; thence northeasterly to a point opposite HES 240+60 on said line survey and 240 feet easterly therefrom; thence northeasterly to a point opposite HES 240+68.93 on said line survey and 265.30 feet easterly therefrom; thence westerly to a point opposite HES 240+68.95 on said line survey and 175.01 feet easterly therefrom; thence southerly parallel with said line survey to the point of beginning.



POSSESSION AND USE AGREEMENT

EXHIBIT A (continued)

TRACT "X"

PARCEL A

Lots 2 through 9, inclusive, Block 3, "Map of Fidalgo City, Skagit County, Washington", as per plat recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, Washington,
EXCEPT any portion thereof lying within the existing right-of-way for State Highway 20.

PARCEL B

Lots 1 through 14, inclusive, Block 30, "Map of Fidalgo City, Skagit County, Washington", as per plat recorded in Volume 2 of Plats, pages 113 and 114, , records of Skagit County, Washington.

PARCEL C

Lots 1 through 14, inclusive, Block 17, "Map of Fidalgo City, Skagit County, Washington", as per plat recorded in Volume 2 of Plats, pages 113 and 114, , records of Skagit County, Washington.

PARCEL D

Those portions of unopened Erie Avenue, Washington Avenue, 10th St., 11th St. and alleys adjacent to and through Blocks 3, 17 and 30, "Map of Fidalgo City, Skagit County, Washington", as per plat recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, Washington, that would attach by operation of law.

The 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 September 5, 2006, revised August 16, 2007 as to Sheet 2 of 15 Sheets.

Grantor's Initials

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