



200803280001
Skagit County Auditor

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COVER SHEET FOR RECORDING DOCUMENTS

Return to: Chrissy Sprouse
City of Mount Vernon
910 Cleveland Avenue
Mount Vernon, WA 98273

DOCUMENT: STATUTORY WARRANTY DEED

GRANTORS: Gregory Hinton, and the Hinton Family LLC

GRANTEES: City of Mount Vernon

ABBREVIATED LEGAL DESCRIPTION: Hinton Parcel P-25918, Right of Way
North, Right of Way South and Right of Way Northeast

AUDITOR'S FILES NO. 200102280025

COMPLETE LEGAL DESCRIPTION ON PAGE: See Exhibit A

NW NW 17-34-4

ASSESSOR'S PARCEL/TAX ID NUMBER: P-25918, N/A

FILE FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO:

City of Mount Vernon
City Attorney's Office
PO Box 809
910 Cleveland Avenue
Mount Vernon, WA 98273

STATUTORY WARRANTY DEED

GRANTORS, Gregory Hinton, and the Hinton Family LLC, for and in consideration of Forty One Thousand Eight Hundred Ninety Dollars and one cent [\$41,890.01] in hand, conveys and warrants to the City of Mount Vernon, a municipal corporation, the following described real estate, situated in the County of Skagit, State of Washington:

(see Exhibit A attached hereto and made a part hereof)

Dated this 29th day of February, 2008.

GRANTORS:

Hinton Family, LLC

BY:

Susan K Hinton
(signature)

Susan K Hinton
(print name)

Gregory Hinton

Gregory Hinton
(signature)

TITLE:

Managing Member

950
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 27 2008

Amount Paid \$ 750.64
By Skagit Co. Treasurer
mam Deputy

WARRANTY DEED PAGE 1



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STATE OF WASHINGTON)

COUNTY OF Skagit) ss.

On this 5 day of March, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Susan K. Hinton, to me known to be the Managing Member of The Hinton Family LLC, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in first above written.

Christina L Spruiell

NOTARY PUBLIC in and for the State
of Washington, residing at Mount Vernon
My commission expires May 1, 2008

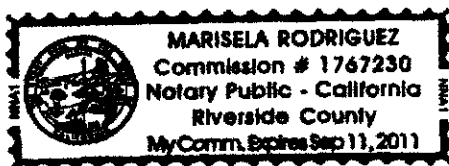
California
STATE OF ARIZONA)
COUNTY OF Riverside) ss.

On this 4th day of March, 2008, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared Gregory Hinton, the individual that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in first above written.

I Certify under Penalty of Perjury under the Laws of the State of California that the foregoing Paragraph is true and correct.

Marisela Rodriguez
NOTARY PUBLIC in and for the State
of California, residing at Palm Desert
My commission expires Sept 11, 2011



STATUTORY WARRANTY DEED PAGE 2



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Exhibit A

STATUTORY WARRANTY DEED P



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LEGAL DESCRIPTION FOR: Hinton Parcel P-25918, Right-of-way North

That portion of the Northwest quarter of the Northwest quarter of Section 17, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Northwest corner of said Section 17; thence South $1^{\circ} 01' 14''$ West along the West line thereof a distance of 401.74 feet; thence South $88^{\circ} 58' 46''$ East 50.00 feet to the East right-of-way line of Riverside Drive and the **TRUE POINT OF BEGINNING**; thence North $14^{\circ} 36' 35''$ East 55.25 feet; thence North $0^{\circ} 33' 37''$ East 98.96 feet; thence along a curve to the left having a radius of 1027.00 feet through a central angle of $3^{\circ} 31' 39''$ an arc distance of 63.23 feet; thence North $2^{\circ} 58' 02''$ West 129.06 feet; thence North $60^{\circ} 38' 17''$ East 36.18 feet; thence South $87^{\circ} 58' 02''$ East 68.66 feet; thence North $2^{\circ} 01' 58''$ East 4.5 feet; thence South $87^{\circ} 58' 02''$ East 69.65 feet; thence North $2^{\circ} 01' 58''$ East 1.00 feet to the South right-of-way line of Hoag Road; thence along the right-of-way of Hoag Road and Riverside Drive the following bearings and distances; thence North $87^{\circ} 58' 02''$ West 143.60 feet; thence South $62^{\circ} 07' 37''$ West 30.58 feet; thence South $1^{\circ} 01' 14''$ West 353.70 feet to the **TRUE POINT OF BEGINNING**.

Containing 3,709 square feet.



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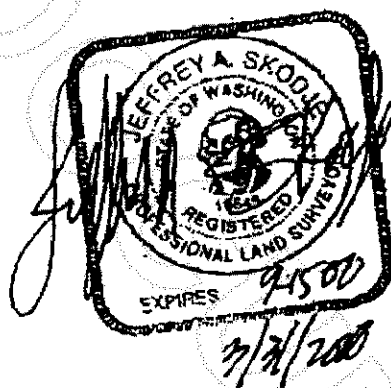
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LEGAL DESCRIPTION FOR: Hinton Parcel No. P-25918, Right-of-Way South

That portion of the Northwest quarter of the Northwest quarter of Section 17, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Northwest corner of said Section 17; thence South $1^{\circ} 01' 14''$ West along the West line thereof a distance of 401.74 feet; thence South $88^{\circ} 58' 46''$ East 50.00 feet to the East right-of-way line of Riverside Drive; thence South $1^{\circ} 01' 14''$ West along said right-of-way line 112.43 feet to the **TRUE POINT OF BEGINNING**; thence South $37^{\circ} 16' 56''$ East 24.63 feet; thence South $87^{\circ} 57' 04''$ East 278.97 feet to the East line of a strip of land ten feet in width lying Easterly of and adjacent to the East line of that certain tract in the Northwest quarter of the Northwest quarter of said section 17 as conveyed to Hinton Oldsmobile - GMC Truck, Inc. a corporation by deed dated May 28, 1968 recorded June 3, 1968 as Auditor's File No. 714268; thence South $1^{\circ} 01' 14''$ West along said line 8.14 feet to the North right-of-way line of Pacific Place; thence North $87^{\circ} 57' 04''$ West along said right-of-way line 290.24 feet to intersect the East right-of-way line of Riverside Drive; thence North $1^{\circ} 01' 14''$ East along said right-of-way 27.19 feet to the **TRUE POINT OF BEGINNING**.

Containing 2,507 square feet.



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LEGAL DESCRIPTION FOR: Hinton Parcel P-25918, Right-of-way Northeast

The South 10 feet of the North 30 feet of that certain strip of land 10 feet in width lying Easterly of and adjacent to the East line of that certain tract in the Northwest quarter of the Northwest quarter of Section 17, Township 34 North, Range 4 East, W.M., conveyed to Hinton Oldsmobile - GMC Truck, Inc., a corporation by deed dated May 28, 1968, recorded June 3, 1968 as Auditor's File No. 714268.

Containing 101 square feet.

See attached Exhibit "A".



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EXHIBIT A
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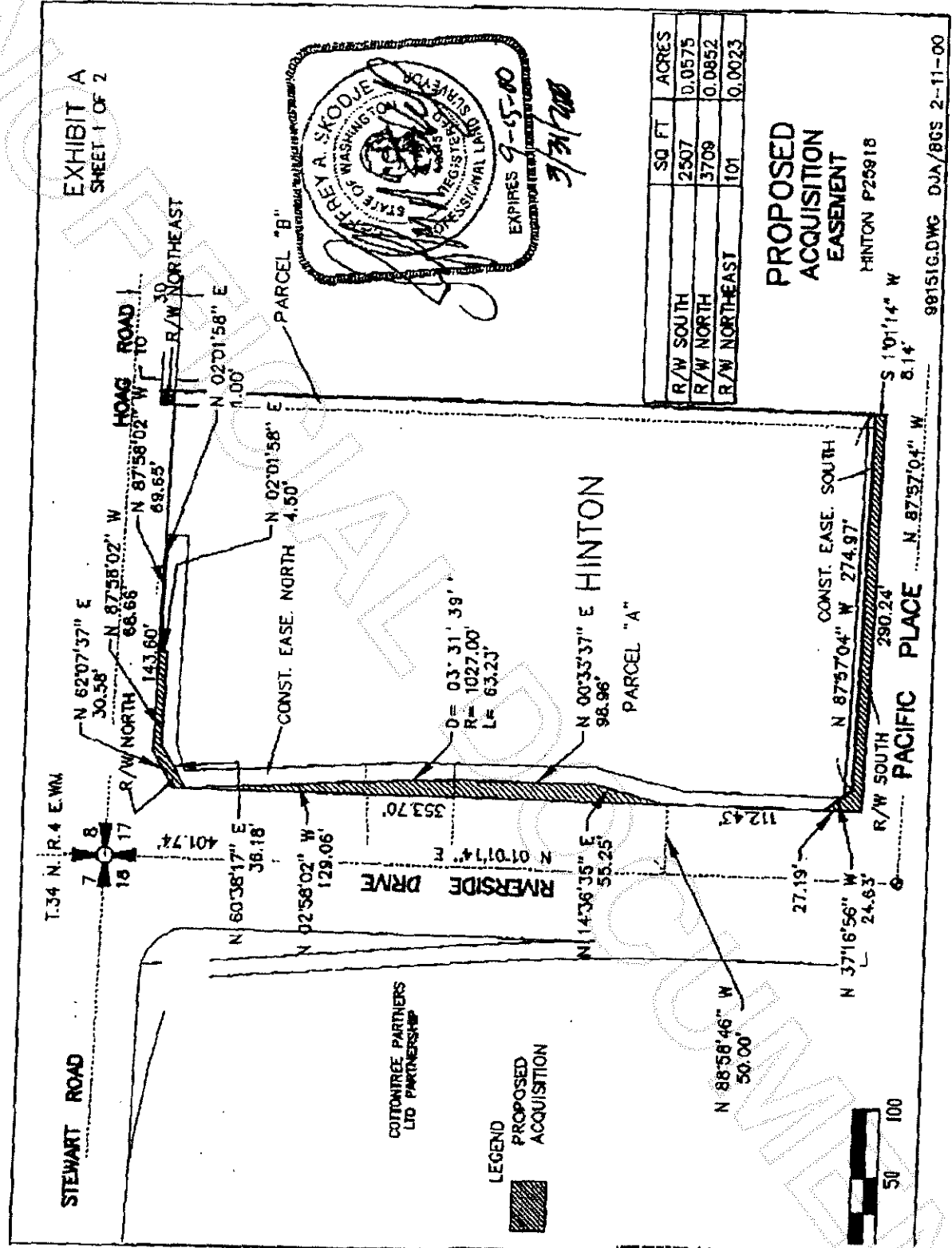


	SQ FT	ACRES
R/W SOUTH	2507	0.0575
R/W NORTH	3709	0.0852
R/W NORTHEAST	101	0.0023

PROPOSED
ACQUISITION
EASEMENT

HINTON P25918

9015IG.DWG DJA/BGS 2-11-00



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1. Final Acquisition Payment. As final just compensation for its purchase of the Acquisition Area, the City shall promptly pay the additional sum of Twenty-Four Thousand Three Hundred Fifty Dollars (\$24,350.00), together with interest thereon from March 1, 2002 to the date of payment at the statutory rate of twelve percent (12%) per annum. Such payment shall be by check jointly payable to the LLC and Greg Hinton. It shall be the obligation of the LLC and Gregory Hinton to allocate such payment between them in accordance with their respective undivided interests in the Acquisition Area, and the City shall have no obligations or responsibilities with respect to such allocation.

2. Conveyance of Acquisition Area. In exchange for the final acquisition payment set forth in paragraph 1, above, the LLC and Greg Hinton shall convey all of their right, title and interest in and to the Acquisition Area, together with all of their right, title and interest in and to any rights, licenses, privileges, reversions and easements pertinent to the Acquisition Area, including without limitation, all minerals, oil, gas and other hydrocarbon substances on and under the Acquisition Area by warranty deed in the form attached hereto as **Attachment 3** by _____ (the "Closing Date"). Greg Hinton and the LLC represent and warrant that they hold marketable fee title to the Acquisition Area and are able to convey the same in conformance herewith. The City shall pay any recording fees or other charges which must be paid in order to record the deed, and will pay the cost of any title insurance which it desires to procure with respect to such deed.

3. Representations and Warranties. Greg Hinton and the LLC represent and warrant that, to the best of their knowledge, there is no litigation pending or threatened against them pertaining to the Acquisition Area that might materially and detrimentally affect (i) the City's use of the Acquisition Area for sidewalk, street and related purposes, or (ii) the ability of Greg Hinton or the LLC to perform their obligations under this Agreement, or (iii) their ability to convey marketable title to the Acquisition Area to the City. Greg Hinton and the LLC represent and warrant that they have received no notice alleging any default or breach on their part that may affect the foregoing, and no such default or breach now exists.

4. Termination of Construction Easement. Construction of the City's Riverside Bridge Replacement Project and related street and sidewalk improvements has been completed, and the parties hereby confirm that all rights granted to the City under the Right-of-Entry Agreement with respect to the Construction Easement Area have been terminated.

5. Full and Final Settlement. Except as provided in the deed to be executed pursuant to paragraph 2, above, the City shall have and retain no other right, title or interest with respect to the Hinton Property. Except for the payment to be made pursuant to paragraph 1, above, the LLC and Greg Hinton shall have no further rights to just compensation from the City with respect to the Riverside Bridge Replacement Project or any taking of property arising or resulting therefrom. The terms of this Agreement are made and accepted for the purpose of making a full and final compromise, adjustment and settlement of disputed claims, precluding any further or additional claims within the scope hereof. In consideration of and conditioned upon payment of the compensation set forth in Paragraph 1, above, Greg Hinton and the LLC hereby release the City from any and all other costs, expenses, claims or liabilities arising from, or that may arise from the conveyance of the Acquisition Area to the City and from the City's construction, installation and operation of improvements to the Acquisition Area. The parties hereto acknowledge and agree that they have each been represented in the negotiation and preparation of this Agreement by independent counsel of their choice, and that they have read this Agreement, have had its contents explained to them by such counsel to the extent deemed necessary or advisable, and are fully aware of the contents hereof and of its legal effect. Each

