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Skagit County Auditor

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After recording return document to:

City of Mount Vernon  
Attn.: Mikael Love, Public Works Department  
P.O. Box 809  
Mount Vernon, WA 98273-0809

*Document Title: Possession and Use Agreement*

*Reference Number of Related Document:*

*Grantor: 223 North Green Bay Street, LLC*

*Grantee: City of Mount Vernon*

*Legal Description: Lots 1 & 2, Riverside Business Park BSP in NW 1/4 of SW 1/4, 17-34-4  
E W.M.*

*Additional Legal Description is on Exhibit 'A' of Document.*

*Assessor's Tax Parcel Number: P25675*

## **POSSESSION AND USE AGREEMENT**

City of Mount Vernon, College Way and Riverside Drive Improvement Project

This AGREEMENT is made and entered into by and between the CITY OF MOUNT VERNON, a municipal corporation of the state of Washington, hereinafter referred to as the "City", and 223 NORTH GREEN BAY STREET, LLC, a Washington limited liability company, hereinafter referred to as the "Owner":

### **WITNESSETH**

WHEREAS, the City affirms that the Owner's 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;

## POSSESSION AND USE AGREEMENT

AND WHEREAS, the City has made a firm and continuing offer to pay the amount of FIVE THOUSAND SIX HUNDRED SEVENTY FIVE AND NO/100 (\$5,675) (the "Offer") for the purchase of the following described real property situated in Skagit County, in the State of Washington (the "Subject Property"):

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, the Owner hereby grants to the City a right to possess and use the Subject Property and the parties further agree that:

1. The real estate is necessary for a public use of the City of Mount Vernon.
2. The City will issue a check in payment to the Owner of the amount of the Offer, subject only to deduction of the value of interests of others in Subject Property. It shall be the obligation of the City to make a good faith effort to promptly obtain a Partial Reconveyance of the Deed of Trust that encumbers the Subject Property. The City shall be obligated to pay all sums (excluding any amounts applicable to principle or interest on a loan or obligation against subject property), and perform all conditions, which a lender or other lien holder may require or impose as a condition of agreeing to release or partially release its lien or encumbrance.
3. Execution of this agreement by the undersigned part shall not prejudice such Owner's 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 entering an Order Adjudicating Public



## POSSESSION AND USE AGREEMENT

Use, as provided by RCW 8.08.090, 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.

5. The date of valuation for the determination of just compensation shall be the date that the City delivers a check to Owner in the amount of the Offer (the "Date of Value").
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 City not later than date of receipt of payment.
7. The City and its contractors, during the course of the City's project, shall at all times maintain reasonable vehicular and truck access to Owner's Property for the benefit of Owner, and Owner's tenant(s), and their customers and invitees. At no time shall more than one-half of the width of the driveway serving Owner's property be closed.

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 City of Mount Vernon unless and until accepted and approved hereon in writing for the City of Mount Vernon.

Dated May 9, 2008



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**OWNER**

BRUCE G. GALLAGHER

Its:

CAROL J. GALLAGHER

Its

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

Kamla W Chan  
Notary (print name) Kamla W Chan  
Notary Public in and for the State of WA  
residing at Green  
My Appointment expires 03/29/09

Parcel No. P25675

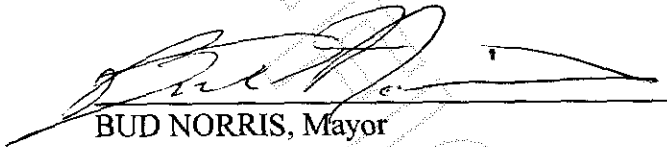


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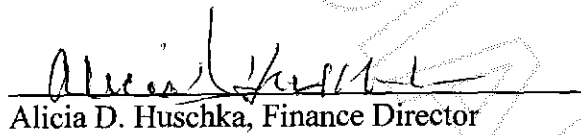
**Skagit County Auditor**

## POSSESSION AND USE AGREEMENT

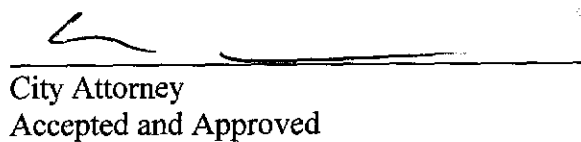
ACCEPTED AND APPROVED this 9<sup>th</sup> day of May, 2008.

  
BUD NORRIS, Mayor

Attest:

  
Alicia D. Huschka, Finance Director

Approved as to form:

  
City Attorney  
Accepted and Approved



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## POSSESSION AND USE AGREEMENT

### EXHIBIT "A"

That portion of the following described Parcel "A", lying Westerly of the following described line:

Commencing at the Northwest corner of the Southwest 1/4 (West 1/4 corner) of Section 17, Township 34 North, Range 4 East, W.M.;  
thence South 0°24'00" West along the West line of said Southwest 1/4 for a distance of 669.94 feet, more or less, to the Southwest corner of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 17;  
thence South 89°42'08" East along said South line for a distance of 37.00 feet to the TRUE POINT OF BEGINNING of said line description;  
thence North 00°24'00" East for a distance of 27.82 feet;  
thence North 2°30'00" East for a distance of 192.33 feet;  
thence South 89°42'08" East for a distance of 2.00 feet;  
thence North 2°30'00" East for a distance of 115.09 feet;  
thence North 89°42'08" West for a distance of 2.27 feet;  
thence North 00°24'00" East for a distance of 73.05 feet;  
thence North 14°26'10" East for a distance of 45.87 feet;  
thence North 00°24'00" East for a distance of 136.54 feet;  
thence North 49°28'26" East for a distance of 37.83 feet;  
thence South 89°37'00" East for a distance of 48.09 feet;  
thence North 87°35'56" East for a distance of 329.36 feet, more or less, to the South line of the North 40.00 feet of said Southwest 1/4 of said Section 17, Township 34 North, Range 4 East, W.M., being the existing Southerly right-of-way margin of SR 538, College Way and also being the terminus of said line description.



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## POSSESSION AND USE AGREEMENT

### EXHIBIT "A" continued

#### Parcel "A"

(Shown as Parcel "B" on Land Title Company Limited Liability Report Order No. 123866)

Lot 2 of Riverside Business Park, Binding Site Plan recorded May 14, 2001, under Auditor's File No. 200105140108, records of Skagit County, Washington; and being a portion of the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 34 North, Range 4 East, W.M.

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.

Area of new right-of-way = 274 sq. ft.



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