



200806190035
Skagit County Auditor

6/19/2008 Page 1 of 7 9:41AM

After recording return document to:

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



200806170070
Skagit County Auditor

6/17/2008 Page 1 of 7 3:04PM

Re-recorded to
correct legal
description

Document Title: Possession and Use Agreement
Reference Number of Related Document: N/A
Grantor: Kristie L. Hawley
Grantee: City of Mount Vernon
Legal Description: Ptn of SE 1/4 of NE 1/4, 18-34-4 E W.M.
Additional Legal Description is on Exhibit "A" of this Document.
Assessor's Tax Parcel Number: P26133

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 **KRISTIE L. HAWLEY, formerly KRISTIE L. MITZEL**, as her **separate property**, 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

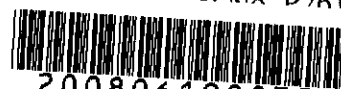
AND WHEREAS, the City has made a firm and continuing offer to pay the amount of THREE HUNDRED THREE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$303,300.00) for the purchase of the following described real property situated in Skagit County, in the State of Washington:

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, the Owner hereby grants to the City 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 City of Mount Vernon.
2. The City will issue a check 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 City to institute condemnation proceedings, the Owner has no objection to the State entering an Order Adjudicating Public Use, as provided by RCW 8.08.040, 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.
5. The date of valuation for the determination of just compensation shall be the date that this agreement is accepted and approved by the City of Mount



POSSESSION AND USE AGREEMENT

Vernon.

- 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.

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 5/23/2008, 2008

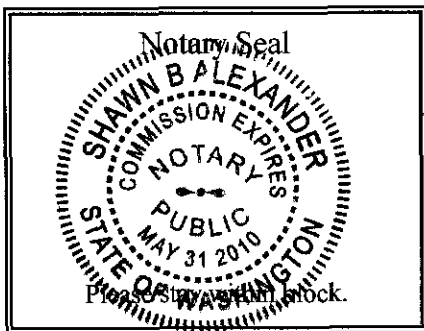
OWNER

Kristie L. Hawley
 Kristie L. Hawley

STATE OF WASHINGTON)
) : ss.
 County of SAN JUAN)

On this 23 day of MAY, 2008, before me personally appeared **Kristie L. Hawley**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her 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.

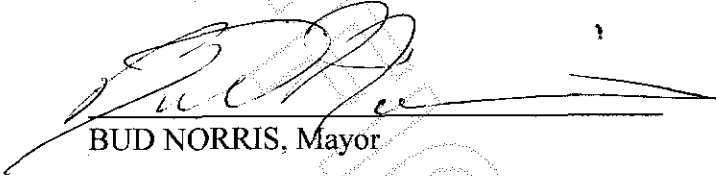


Notary (print name) SHAWN ALEXANDER
 Notary Public in and for the State of Washington,
 residing at OLGA WA
 My Appointment expires 5/31/2010

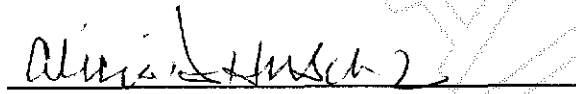


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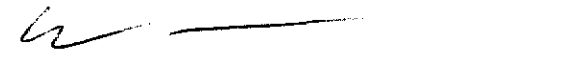
ACCEPTED AND APPROVED this 23 day of May, 2008.


BUD NORRIS, Mayor

Attest:


Alicia D. Huschka, Finance Director

Approved as to form:


City Attorney
Accepted and Approved



POSSESSION AND USE AGREEMENT

EXHIBIT "A"

That portion of the following described Tract "X", lying Southerly and Easterly of the following described line:

Commencing at the Southeast corner of the Northeast 1/4 (East 1/4 corner) of Section 18, Township 34 North, Range 4 East, W.M.;

thence North 0°40'15" East along the East line of said Northeast 1/4 for a distance of 120.00 feet to the North line of the South 120 feet of said Northeast 1/4;

thence South 89°43'41" West along said North line for a distance of 37.00 feet to the TRUE POINT OF BEGINNING of said description;

thence South 0°40'15" East for a distance of 7.72 feet;

thence South 2°06'23" West for a distance of 38.64 feet;

thence South 49°56'16" West for a distance of 41.67 feet;

thence South 89°43'41" West for a distance of 55.07 feet;

thence South 87°26'15" West for a distance of 98.91 feet;

thence South 0°40'15" East for a distance of 2.00 feet;

thence South 87°26'15" West for a distance of 26.16 feet, more or less, to a point on the North line of the South 40.00 feet of said Northeast 1/4 and being the terminus of said line description.

Tract "X"

(Shown as Parcel A on Land Title Company Limited Liability Report Order No. 123868)

That portion of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 18, Township 34 North, Range 4 East, W.M., described as follows:

BEGINNING at a point on the West line of the right-of-way of former State Highway, now Riverside Drive,

20 feet North of the South line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4;

thence North along said right-of-way line 100 feet;

thence West 120 feet;

thence South 100 feet to a point 20 feet North of the South line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4;



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thence East 120 feet to the POINT OF BEGINNING,

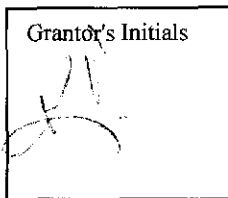
EXCEPT that portion thereof conveyed to the State of Washington by deed dated August 12, 1953 and recorded October 15, 1953, under Auditor's File No. 493949, records of Skagit County, Washington,

AND EXCEPT that portion thereof conveyed to the City of Mount Vernon by Deed dated September 15, 1975, recorded under Auditor's File No. 823658, records of Skagit County, Washington.

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 = 1,855 sq. ft.

Grantor's Initials




Parcel Number – P53850

EXHIBIT "A"

(Shown as description on Land Title Company Limited Liability Report Order No. 123886)

The West 120 feet of Lot 10, "PLAT OF MOUNT VERNON ACREAGE, SKAGIT COUNTY, WASHINGTON", according to the plat recorded in Volume 3 of Plats, page 102, records of Skagit County, Washington; EXCEPT the South 10 feet thereof conveyed to the City of Mount Vernon by Deed recorded April 25, 1979 under Auditor's File No. 816622



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