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Planning Department Town of Concrete P.O. Box 39 Concrete, WA 98237

Skagit County Auditor

\$76.00

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COVER SHEET EXCHANGE AGREEMENT

GRANTOR: Gary M. Garren and Angelina G. Garren

GRANTEE: Town of Concrete

LEGAL DESCRIPTION

PTN of the SW 1/4 of the NE 1/4 Section 10, Township 35 N., Range 8 E., W.M.

ASSESSOR'S PROPERTY TAX PARCEL NUMBER: \$70540

EXCHANGE AGREEMENT

This Agreement made this A day of May, 2017 between the Town of Concrete, a municipal corporation and Gary M. Garren and Angelina G. Garren, husband and wife a marital community.

The Town of Concrete owns and maintains sidewalks within the right of way on its city streets.

The Garrens are the purchasers and owners of that certain parcel of land known as Lots 11 and 12, Block 1, Central Baker, as per plat recorded in volume 3 of plats, page 70, records of Skagit County, Washington. Also known as tax parcel #P70540

That during the course of inquiry into repair and reconditioning of the sidewalks it was discovered that the legal description of the Garren property includes the sidewalk within the described boundaries of Lots 11 and 12, Block 1, Central Baker, boarding on the south side of the lots.

The Town contemplates rebuilding and restoring the sidewalks on Main Street and in particular the sidewalks which are in seriously decayed condition which are contained in Lots 11 and 12, Block 1, Central Baker.

The Town has expressed its intention to repair and recondition the sidewalks within the town limits and especially has identified certain sidewalks which are in need of repair and the Garrens have identified the sidewalk as a liability which is contained wholly within their property.

The parties have agreed that in exchange for the described parcel contained within Lots 11 and 12, Block 1, Central Baker to be conveyed to the Town, the Town will make its best efforts to obtain financing either by loan or grant from public funding agency for the repair and reconditioning of the sidewalk mentioned herein.

Based on the foregoing and in consideration of the mutual promises and future performances the parties now agree.

A. Agreement

- 1. Conveyance:
- a. The Garrens agree to convey the portion of Lots 11 and 12, Block 1, Central Baker to the Town by quit claim deed.
- b. That said parcel shall be free and clear of encumbrances or defects.
- c. That the property is conveyed in "AS IS" condition and that neither party makes any warranties regarding condition of the land or improvements thereof.
- 2. The Town agrees:
- a. That it will, as soon as practicable after recording the deed to the parcel described herein, demolish the sidewalk and retaining wall adjacent thereto, and grade the same to make it safer for passage.

- b. As soon as funds become available by grant, loan, or otherwise the Town will undertake to replace the existing sidewalk or place upon the graded and leveled portion of the sidewalk a new sidewalk which is suitable for passage by pedestrians.
- 3. The Garrens Agree:
- a. That the parcel described is free and clear of encumbrances or defects except those shown in Land Title preliminary commitment No. 01-161648-0E.
- b. That if any monetary encumbrances arise respecting this parcels prior to recording the deed, the Garrens guarantee and assure the Town that they will discharge all such monetary encumbrances on said parcel.
- c. That Garrens guarantee and assure that taxes for the subject parcel have been paid and are current up to the date of recording.
- 4. Costs and Expenses:
- a. Each party shall be responsible for and pay their own costs and expenses including fees of attorneys, accountants, etc. However, the Town agrees to pay costs associated with recording the quit claim deed and any needed survey or other work to establish the description of the portion of Lots 11 and 12, Block 1, Central Baker.
- 5. Representation:
- b. The Town and the Garrens agree that they are advised to be represented by counsel in this transaction and acknowledge that David L. Day and Fairhaven Legal Associates represents The Town of Concrete and do not represent Gary and Angelina Garren.

Time is of the essence in fulfilling and effectuating this Agreement.

There is no real estate commission associated with this transaction.

Executed this 22nd day of	may	, 201
Town of Concrete By:		
Jason Miller, Town Mayor	r	
Town of Concrete		
PO Box 39		
Concrete, WA 98237		
STATE OF WASHINGTON)) ss:	
COUNTY OF SKAGIT)	
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THIS IS TO CERTIFY that on this ______ day of _______, 2017, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Jason Miller to me known to be the Mayor of the Town of Concrete, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

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GIVEN under my hand and official seal this and day of may, 2017.
Andrea R Ficher
NOTARY PUBLIC for Washington. My Commission Expires: 12 103/19 WASHING
Executed this 12th day of June, 2017
By: Hay 4 H. By: Curalia & Harr
Gary M. Garren Angelina G. Garren
1459 Snapdragon Ln. 1459 Snapdragon Ln.
Forest Grove, OR 97116 Forest Grove, OR 97116
STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss:
On this day personally appeared before me Garry M. Garren and Angelina G. Garren, to me
known to be the individuals described in and who executed the within and foregoing instrument, and
acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.
GIVEN under my hand and official seal this total day of
EAR FICH
NOTARY PUBLIC for Washington.
My Commission Expires: 12 103 19
NOTARY PUBLIC for Washington. My Commission Expires: 12 \(\text{C3} \) \(\text{G3} \) NOTARY PUBLIC NOTARY NOTARY
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