



201709140048

Skagit County Auditor

\$79.00

9/14/2017 Page

1 of

6 1:50PM

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: Jerrel C. and Janice D. Barto Family Trust; Jerrel C. Barto, Trustee; Janice D. Barto, Trustee

Grantee: State of Washington, Department of Transportation

Legal Description: Ptn of the NE 1/4 of the SW 1/4 of Section 5, T34N, R2E, WM, Skagit County

Additional Legal Description is on Pages 5 and 6 of Document

Assessor's Tax Parcel Number: Ptn 34020500370034 (p19979)

POSSESSION AND USE AGREEMENT

GUARDIAN NORTHWEST TITLE CO.

State Route 20, Gibraltar Rd. Vic. to Jct. SR 20 Spur

105013

This AGREEMENT is made and entered into by and between the **State of Washington, acting by and through its Department of Transportation**, hereinafter referred to as the "State", and **JERREL C. BARTO and JANICE D. BARTO, Trustees of the JERREL C. and JANICE D. BARTO FAMILY TRUST**, dated March 19, 1991, 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;

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AND WHEREAS, the State has made a firm and continuing offer to pay the amount of FIVE THOUSAND SEVEN HUNDRED and NO/100 DOLLARS (\$5,700.00) 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 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 parties shall not prejudice such parties' 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 Authorized Agent.
- 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 PARCEL "A", 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, by and through its Department of Transportation, by its authorized agent.

Dated June 26, 2017

The JERREL C. and JANICE D. BARTO FAMILY TRUST,
dated March 19, 1991

By: [Signature]
JERREL C. BARTO, Trustee

By: [Signature]
JANICE D. BARTO, Trustee

Accepted and Approved

STATE OF WASHINGTON,
Department of Transportation

By: [Signature]
Hal Wolfe, Northwest Region
Real Estate Services Manager,
Authorized Agent

Date: 9/12/17

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

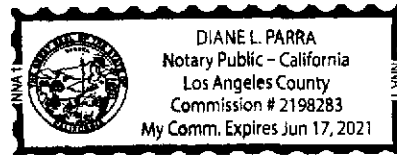
STATE OF CALIFORNIA }
County of Los Angeles }

On June 26, 2017 before me, Diane L Parra, Notary Public, personally appeared Jerrel C Barto and Janice D Barto who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Diane L Parra



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EXHIBIT A

Rights to be acquired in fee:

All that portion of the hereinafter described PARCEL "A" lying easterly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 365+00 on the SR 20 line survey of SR 20, Gibraltar Rd. Vic. to Jct. SR 20 Spur and 50 feet westerly therefrom; thence northerly to a point opposite HES 365+12± on said line survey and 51.1 feet westerly therefrom, said point being on the southerly line of said PARCEL "A"; thence westerly along said southerly line to a point opposite said HES 365+12± on said line survey and 70 feet westerly therefrom; thence northerly parallel with said line survey to a point opposite HES 369+50 thereon and the end of this line description.

PARCEL "A"

That portion of the northeast quarter of the southwest quarter of Section 5, Township 34 North, Range 2 East, W.M., in Skagit County, Washington, described as follows:
Beginning at the southeast corner of the northeast quarter of the southwest quarter of said Section 5; thence west 528 feet; thence north parallel to section line 165 feet; thence east 528 feet to section line; thence south 165 feet along section line to the point of beginning.
EXCEPT that portion lying within SR 525;

ALSO EXCEPT that portion conveyed to the State of Washington for SR 20 by deed recorded under Auditor's File Number 8210250040, records of Skagit County, Washington; AND ALSO EXCEPT that portion thereof conveyed to Cemetery District No. 2, Skagit County, Washington, a municipal corporation, by deed dated March 31, 1967, and recorded April 4, 1967, under Auditor's File Number 696904, described as follows:

Beginning at the southeast corner of said northeast quarter of the southwest quarter of said Section 5; thence North 88° 34' 00" West along the south line of said subdivision 30.01 feet to the west line of the State Highway, and the True Point of Beginning; thence North 88°34'00" West 479.99 feet to the southwest corner of that certain tract of land conveyed to Cal Branham and Helen Branham, husband and wife, by deed recorded under Auditor's File Number 613747, records of Skagit County, Washington; thence North 00°13'00" East along the west line of said Branham tract, 18.57 feet to the north line of the present "Fernhill Cemetery" plat; thence South 88° 20' 30" East along the north line of said plat, and said north line extended, 498.04 feet to the west line of State Highway; thence South 00° 13' 00" West along the west line of said Highway, 16.61 feet to the True Point of Beginning.

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EXHIBIT A
(continued)

The lands herein described contain an area of 2,127 square feet, more or less, the specific details concerning all of which are to be found on sheet 1 of that certain plan entitled SR 20, Gibraltar Rd. Vic. to Jct. SR 20 Spur, now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval March 22, 1982, revised September 6, 2016.

Grantors' Initials
