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Skagit County Auditor

9/15/2017 Page

1 of

\$79.00  
6 2:03PM

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: Signal Hill Family Limited Partnership*

*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 3402053002005 (P20014)*

### POSSESSION AND USE AGREEMENT

GUARDIAN NORTHWEST TITLE CO.

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

1050 11

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 **SIGNAL HILL FAMILY LIMITED PARTNERSHIP**, formerly a California Limited Partnership which became inactive on April 30, 2011, 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;

## POSSESSION AND USE AGREEMENT

AND WHEREAS, the State has made a firm and continuing offer to pay the amount of FOUR THOUSAND TWO HUNDRED and NO/100 DOLLARS (\$4,200.00) 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.

## POSSESSION AND USE AGREEMENT

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 19, 2017

SIGNAL HILL FAMILY LIMITED PARTNERSHIP

By: *[Signature]*

JERREL C. BARTO, General Partner

SIGNAL HILL OPERATING, INC.

CRAIG C. BARTO, PRESIDENT

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.

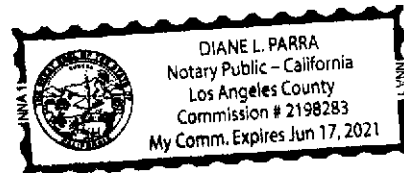
STATE OF CALIFORNIA }  
County of Los Angeles }

On June 19, 2017 before me, Diane L Parra, Notary Public,  
personally appeared Craig C 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



## POSSESSION AND USE AGREEMENT

### 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+12± on the SR 20 line survey of SR 20, Gibraltar Rd. Vic. to Jct. SR 20 Spur and 70 feet westerly therefrom; thence northerly parallel with said line survey to a point opposite HES 369+50 thereon; thence easterly to a point opposite said HES 369+50 on said line survey and 60 feet westerly therefrom; thence northerly parallel with said line survey to a point opposite HES 371+94± on said line survey and 60 feet westerly therefrom, said point being on the northerly line of said PARCEL "A"; thence easterly along said northerly line to a point opposite said HES 371+94± on said line survey and 50 feet westerly therefrom; thence northerly parallel with said line survey to a point opposite HES 375+50 thereon and the end of this line description.

#### PARCEL "A"

All 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 a point 99 feet east of the southwest corner of the northeast quarter of the southwest quarter of said Section 5, said point also being the southeast corner of that certain tract previously conveyed to Richard M. Ash and Margaret A. Ash, husband and wife, and Richard M. Ash, III by deed recorded under Auditor's File No. 8711300013, records of Skagit County, Washington; thence east for 1,221 feet; thence north 713.625 feet; thence west 1,221 feet to the east line of said Ash Tract; thence south along the east line of said tract for 713.625 feet to the point of beginning;

EXCEPT that portion thereof lying within State Highway right-of-way;

ALSO EXCEPT that easterly portion thereof conveyed to the State of Washington by Deed recorded under Auditor's File Number 8110150063;

AND EXCEPT the north 15 feet thereof conveyed to Skagit County for road purposes by instrument dated January 5, 1902, and recorded October 12, 1903, in Volume 52 of Deeds, page 535;

AND ALSO EXCEPT the following described Tracts:

#### Tract 1

Beginning at a point on the north and south center section line of said section at a point 165 feet north of the southeast corner of said northeast quarter of the southwest quarter of said

## POSSESSION AND USE AGREEMENT

### EXHIBIT A (continued)

section; thence west 436 feet; thence north parallel with the center section line 100 feet; thence east 436 feet, more or less, to the center section line; thence south along the center section line to the point of beginning.

#### Tract 2

Beginning at the southeast corner of said northeast quarter of the southwest quarter; thence west 528 feet; thence north parallel with the center section line 165 feet; thence east to the center section line; thence south along the center section line to the point of beginning;

#### Tract 3

Beginning at the southeast corner of said northeast quarter of the southwest quarter of Section 5; thence North 88°34'00" West along the south line of said subdivision 528 feet to the east line of that certain tract of land as described in Real Estate Contract between Charles M. Dean and Mable M. Dean, vendors, and Louis H. Vienhage and Pauline Vienhage, vendees, recorded under Auditor's File No. 683089, records of Skagit County, Washington, said point being the True Point of Beginning for this description; thence continue North 88°34'00" West along the south line of said subdivision 461.2 feet to the west line of the Plat of Fernhill Cemetery; thence North 01°39'30" East along the west line of said cemetery 20.36 feet to the northwest corner of said cemetery; thence South 88°20'30" East along the north line of said cemetery 460.75 feet to the west line of that certain tract of land conveyed to Cal Branham and Helen Branham, husband and wife, by deed recorded under Auditor's File No. 613747, records of Skagit County, Washington; thence South 00°13'00" West along said Branham Tract 18.57 feet to the True Point of Beginning

The lands herein described contain an area of 5,402 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.

Grantor's Initials