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10/19/2023 02:26 PM Pages: 1 of 11 Fees: \$213.50
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20238459
OCT 19 2023

Amount Paid \$0
Skagit Co. Treasurer
By *KO* Deputy

COVER SHEET FOR RECORDING DOCUMENTS

Return to: Chrissy Sprouse
City of Mount Vernon
910 Cleveland Avenue
Mount Vernon, WA 98273

DOCUMENT: Statutory Warranty Deed

GRANTEE: City of Mount Vernon

GRANTORS: Edward Berger Properties LLC

ABBREVIATED LEGAL DESCRIPTION: Lot 8, Block 2 of Riverside Addition

AUDITOR'S FILES NO.

COMPLETE LEGAL DESCRIPTION ON PAGE: Pg. 3

ASSESSOR'S PARCEL/TAX ID NUMBER: P54145

WHEN RECORDED RETURN TO:

City of Mount Vernon
City Attorney's Office
PO Box 809
910 Cleveland Avenue
Mount Vernon, WA 98273

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20238459
OCT 19 2023

Amount Paid \$ 0
Skagit Co. Treasurer
By KS Deputy

DOCUMENT TITLE: **STATUTORY WARRANT DEED**
GRANTOR: **Edward Berger Properties, LLC**
GRANTEE: **City of Mount Vernon, a Washington municipal corporation**
TAC PARCEL I.D. #: **54145**

STATUTORY WARRANTY DEED

GRANTORS, Edward Berger Properties LLC, for and in consideration of ten dollars (\$10) and other consideration in hand paid, conveys and warrants to the City of Mount Vernon, a municipal corporation, the following described real estate, situated in the County of Skagit, State of Washington:

(see Exhibit A attached hereto and made a part hereof)

Upon recording of this deed, the Possession and Use Agreement executed on August 1, 2023, by Grantors and the City of Mount Vernon recorded under Skagit County Auditor's number 202308020034 is hereby extinguished.

Dated this 5th day of October, 2023.

GRANTORS:

Edward Berger Properties, LLC

BY:

Carol L. Edward
(signature)

Carol L. Edward
(print name)

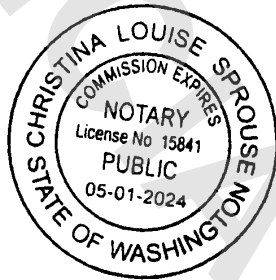
TITLE:

Managing Member
Edward Berger Properties, LLC

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 5 day of October, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Carol L. Edwards, to me known to be the Managing Member of Edward Berger Properties LLC, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in first above written.



Christina Sprouse

NOTARY PUBLIC in and for the State
of Washington, residing at Mount Vernon
My commission expires May 1, 2024

Exhibit A
(Warranty Deed Legal Description)

A FEE SIMPLE ACQUISITION LYING WITHIN A PORTION OF LOT 8, BLOCK 2, RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON, ACCORDING TO THE MAP THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 24, RECORDS OF SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8; THENCE ALONG THE NORTH LINE THEREOF, SOUTH 88°05'20" EAST, 20.00 FEET; THENCE DEPARTING SAID LINE, SOUTH 83°35'21" WEST, 14.77 FEET TO A POINT OF CURVATURE, FROM WHICH THE RADIUS POINT BEARS SOUTH 07°43'19" EAST A DISTANCE OF 9.40 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°05'57" A DISTANCE OF 6.25 FEET TO A POINT ON THE WEST LINE OF SAID LOT 8; THENCE ALONG SAID WEST LINE, NORTH 01°54'14" EAST, 5.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 33 SQUARE FEET, MORE OR LESS.

SITUATE IN THE CITY OF MOUNT VERNON, SKAGIT COUNTY, WASHINGTON

CONDEMNATION SETTLEMENT AGREEMENT

This Condemnation Settlement Agreement is entered into by and between the **City of Mount Vernon**, a Washington municipal corporation (the "City"), and the **Edward Berger Properties, LLC**, a Washington limited liability company (the "LLC"), as follows:

Recitals

A. The LLC are the fee title owners of the property legally described as set forth on **Exhibit 1** attached hereto (the "Property.")

B. A Possession and Use Agreement was executed by the LLC on August 1, 2023, and by the City on August 2, 2023, recorded under Skagit County Auditor's number 202308020034 in order to facilitate construction of the City's Library Commons Project, including street and curb improvements to be located on the Property.

C. Under the terms of the Possession and Use Agreement, the City obtained immediate and permanent use and possession of the Property.

D. In consideration for the rights granted under Possession and Use Agreement, the City committed to extend an offer to perform certain curb improvements on the north boundary of the LLC's property in exchange for fee title to the Property in lieu of payment.

E. The Possession and Use Agreement left unresolved the issue of just compensation to be paid to the LLC for acquisition of fee title to the Property.

F. The LLC and the City have negotiated certain terms and conditions, memorialized herein related to the transfer of the Property under threat of condemnation that (a) preclude the need for filing an action for condemnation and all issues related thereto, (b) transfer ownership of the Property to the City, which will be used for construction of certain improvements and (c) provide just compensation in the form of constructing related improvements to the LLC for the Property, all conditioned upon the parties compliance with the terms and conditions of this Agreement.

NOW, THEREFORE, effective upon the execution of this Agreement by the parties, and in consideration of the terms and conditions and mutual covenants herein contained, the City and the LLC, do hereby covenant and agree as follows:

1. Consideration. As final just compensation for its purchase of the Property, the City shall perform the following improvements on the LLC's property identified as tax parcel 54145 whose address is 820 South 2nd Street, Mount Vernon, WA 98273 (the "Berger Property"):

- The City (or its contractor) will remove existing curbing installed in the alley right of way located north and adjacent to the Berger Property.
- Existing landscaping along the north property line of the Berger Property will then be relocated to an area determined by the LLC located in existing landscaping beds in the Berger Property's interior.
- Along the Property dedicated to the City, the City (or its contractor) will install a cement concrete traffic curb per WSDOT standard plan F-10.12-04 attached hereto as **Exhibit 3**. The back of the curb will be placed along the new property line.

- A Cement Concrete Traffic Curb per WSDOT standard plan F-10.12-04 will be constructed to continue along the north property line terminating at the east property line of the Berger Property. The back of curb will be placed along the property line.

The City's promise to construct is limited to the improvements set forth above and does not include fencing. Any future fencing erected by the LLC shall comply with all applicable development regulations and shall obtain necessary permits when permits are required. Any fence shall be located behind and not interfere with the new Cement Concrete Traffic Curb installed as part of the Library Commons project.

2. Conveyance of the Property. Grant of Temporary License to the City to perform Improvements. In exchange for the promise to perform the improvements set forth in paragraph 1, above, the LLC shall convey all of their right, title and interest in and to the Property by warranty deed in the form attached hereto as **Exhibit 2** within seven days of execution of this Agreement by the Parties. The LLC represents and warrants that it holds marketable fee title to the Property are able to convey the same in conformance herewith. The City shall pay any recording fees or other charges which must be paid in order to record the deed, and will pay the cost of any title insurance which it desires to procure with respect to such deed. The LLC grants the City, its employees, contractors, and subcontractors, a license to enter and remain on the Berger Property for the purpose of constructing the improvements set forth in paragraph 1 above. The license area shall be limited to areas reasonably necessary for the City or its contractor to construct the improvement and in no event grants the City license to enter or remain in any facility or structure located on the Berger Property.

3. Representations and Warranties. The LLC represents and warrants that, to the best of its knowledge, there is no litigation pending or threatened against it pertaining to the Property that might materially and detrimentally affect (i) the City's use of the Property for sidewalk, street and related purposes, or (ii) the ability of the LLC to perform their obligations under this Agreement, or (iii) their ability to convey marketable title to the Property to the City. The LLC represents and warrants it has received no notice alleging any default or breach on their part that may affect the foregoing, and no such default or breach now exists.

4. Full and Final Settlement. Except for the promise to perform as set forth in paragraph 1, above, the LLC shall have no further rights to just compensation from the City with respect to the Property or any taking arising or resulting therefrom. The terms of this Agreement are made and accepted for the purpose of making a full and final compromise, adjustment and settlement of disputed claims, precluding any further or additional claims within the scope hereof. In consideration of those promises set forth in Paragraph 1, the LLC hereby releases the City from any and all other costs, expenses, claims or liabilities arising from, or that may arise from the conveyance of the Property to the City and from the City's construction, installation and operation of improvements to the Property. The parties hereto acknowledge and agree that they have read this Agreement, have had its contents explained to them by such counsel to the extent deemed necessary or advisable, and are fully aware of the contents hereof and of its legal effect. Each party will bear its own attorney's fees incurred in connection with this matter through the consummation of this settlement.

5. Authority. Each person signing this Agreement on behalf of an entity hereby warrants that he or she possesses full authority to do so as the binding act of such entity, and that any requisite approvals from such entities have been obtained.

6. **Recording.** This Agreement shall be binding on the parties mentioned herein and may be recorded upon the Property by the City.

7. **Venue/Choice of Law.** This Agreement and the parties' rights hereunder shall be governed by and construed in accordance with the laws of the State of Washington, without recourse to any principle of Conflicts of Laws and the parties agree that the venue of any suits arising out of this Agreement shall lie exclusively in Skagit County, Washington.

8. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to the entire subject matter hereof, and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein. Any and all prior discussions, negotiations, commitments and understandings relating thereto are merged herein. There are no conditions precedent to the effectiveness of this Agreement other than as stated herein, and there are no related collateral agreements existing between the parties that are not referenced herein.


THE CITY OF MOUNT VERNON

EDWARD BERGER PROPERTIES, LLC



Jill Boudreau
Mayor

Date Signed: 10/5/2023



Carol L. Edward
Managing Member

Date Signed: 10/5/2023

Attested by:



Becky Jensen
City Clerk

Approved as to Form:



Kevin Rogerson
City Attorney

Exhibit 1**LEGAL DESCRIPTION OF THE PROPERTY**

A FEE SIMPLE ACQUISITION LYING WITHIN A PORTION OF LOT 8, BLOCK 2, RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON, ACCORDING TO THE MAP THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 24, RECORDS OF SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 33 SQUARE FEET, MORE OR LESS.

SITUATE IN THE CITY OF MOUNT VERNON, SKAGIT COUNTY, WASHINGTON.

EXHIBIT 'I'

SITUATE IN A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 19, TOWNSHIP 34 NORTH,
RANGE 4 EAST, W.M., CITY OF MOUNT VERNON, SKAGIT COUNTY, WASHINGTON

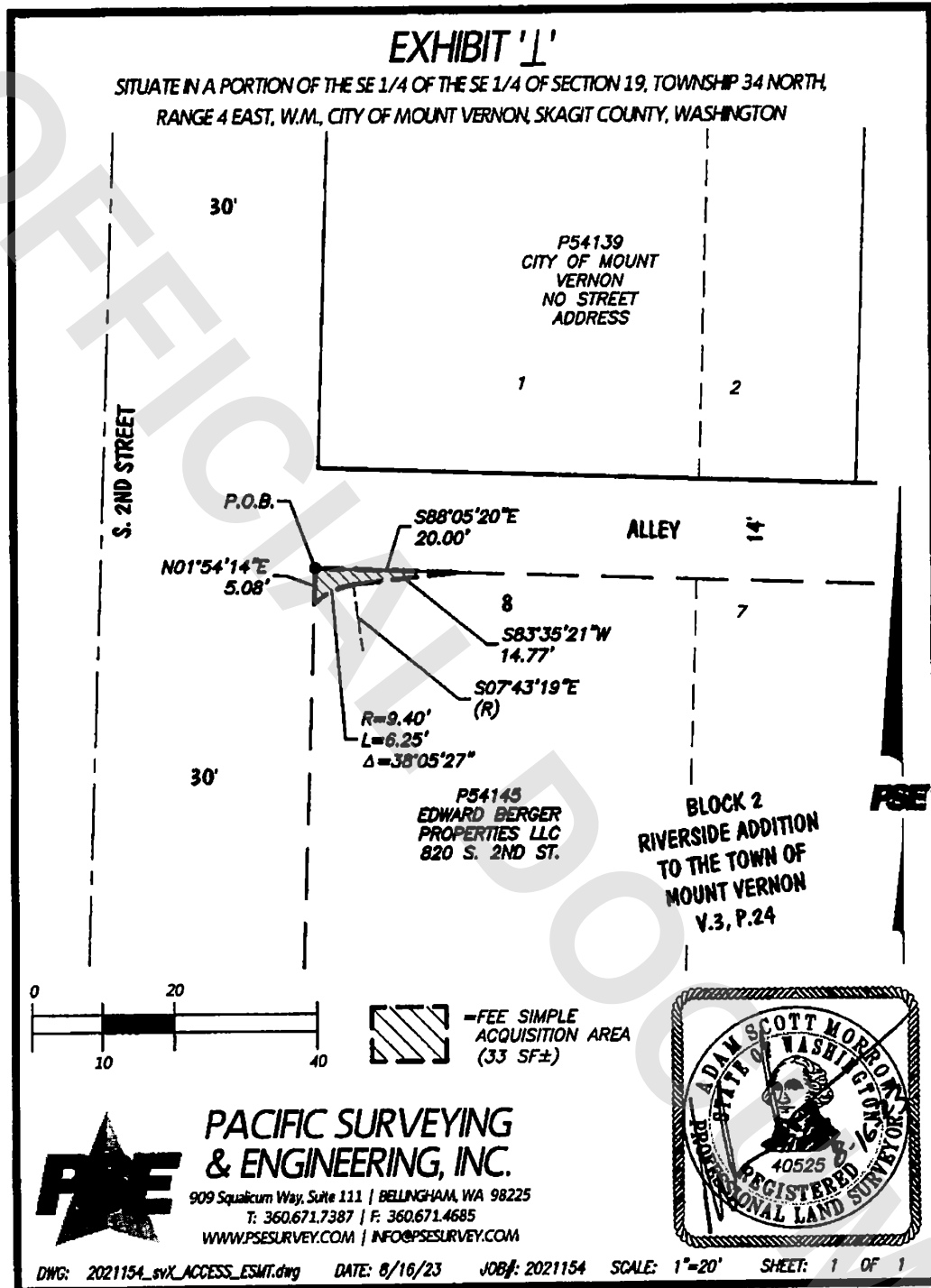


Exhibit 2

FORM OF DEED

UNOFFICIAL DOCUMENT