



200205150099
Skagit County Auditor

5/15/2002 Page 1 of 8 3:17PM

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P.O. Box 47338
Olympia, WA 98504-7338

FIRST AMERICAN TITLE CO.
66145

Document Title: Possession and Use Agreement
Reference Number of Related Document: N/A
Grantor(s): Clear Valley, L.L.C.; Bank of America NW NA; Robert Lundvall; Dorothy Lundvall
Grantee: State of Washington
Legal Description: Ptn of NE 1/4 of the SE 1/4 of Section 15, T34N, R4E, WM
Additional Legal Description is on Page(s) 7 and 8 of Document.
Assessor's Tax Parcel Number(s): P24890 (340415-4-000-0001)

POSSESSION AND USE AGREEMENT

State Route 538, Mt. Vernon Vicinity

This **AGREEMENT** is made and entered into by and between CLEAR VALLEY, L.L.C. a Washington limited liability company, hereinafter referred to as the "Owner", BANK OF AMERICA NW NA, formerly Seafirst Bank, and ROBERT LUNDVALL and DOROTHY LUNDVALL, husband and wife, hereafter referred to as "Lenders", and the State of Washington, hereinafter referred to as the "State":

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;

AND WHEREAS, the State has made a firm and continuing offer to pay the amount of FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS for the purchase of the following described real estate situated in Skagit County, in the State of Washington:

See Exhibit A attached hereto and made a part hereof.

POSSESSION AND USE AGREEMENT

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' right 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, provided the State will give notice to Owner's attorney of the presentation of such Orders to the Court.
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 Director of Real Estate Services.
6. The Owner hereby agrees to surrender possession of the above described real estate to the State not later than date 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 State of Washington.



200205150099

Skagit County Auditor

POSSESSION AND USE AGREEMENT

unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation, by the Director of Real Estate Services.

Dated April 8, 2002

OWNER:

CLEAR VALLEY, L.L.C., a
Washington limited liability company

By: *Loren Korthuis*
LOREN KORTHUIS, Manager

Accepted and Approved:

STATE OF WASHINGTON
Department of Transportation

By: *Gerald L. Gallinger*
Gerald L. Gallinger
Director, Real Estate Services

LENDERS:

BANK OF AMERICA NW NA

Date: 8 May 2002

By: *William DeT...*
Title: *VP*

Robert Lundvall
ROBERT LUNDVALL

Dorothy Lundvall
DOROTHY LUNDVALL

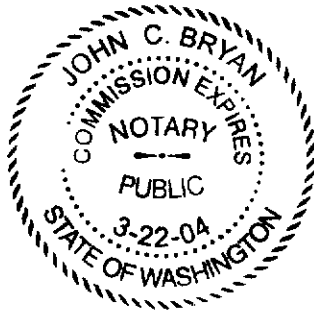


POSSESSION AND USE AGREEMENT

STATE OF WASHINGTON)
 : ss.
County of Skagit)

On this 8 day of APRIL, 2002, before me personally appeared LOREN KORTHUIS, to me known to be the Manager of CLEAR VALLEY, L.L.C., a Washington limited liability company, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.



[Signature]
Notary (print name) JOHN C. BRYAN
Notary Public in and for the State of Washington,
residing at SEATTLE, WA
My Appointment expires 3-22-04



200205150099

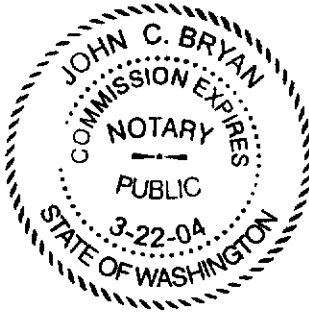
Skagit County Auditor

POSSESSION AND USE AGREEMENT

STATE OF WASHINGTON)
: ss.
County of King)

On this 8 day of April, 2002, before me personally appeared William D. Olson, to me known to be the Vice President of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.



[Signature]
Notary (print name) John C. Bryan
Notary Public in and for the State of Washington,
residing at Seattle, WA
My Appointment expires 3-22-04

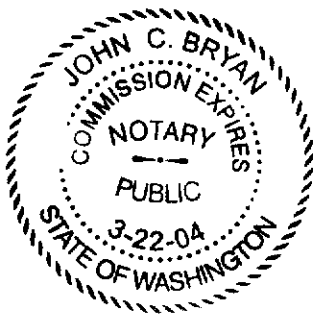


POSSESSION AND USE AGREEMENT

STATE OF WASHINGTON)
 : ss.
County of ~~Snohomish~~ SKAGIT)

On this 8 day of April, 2002, before me personally appeared ROBERT LUNDVALL and DOROTHY LUNDVALL, to me known to be the individuals described in and who executed the 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 the day and year last above written.



John C. Bryan
Notary (print name) JOHN C. BRYAN
Notary Public in and for the State of Washington,
residing at SEATTLE, WA
My Appointment expires 3.22.04



POSSESSION AND USE AGREEMENT

EXHIBIT A

DRAINAGE EASEMENT

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 229+90 on the SR 538 line survey of SR 538, Mt. Vernon Vicinity, and 30 feet northeasterly therefrom; thence northeasterly to a point opposite said HES 229+90 and 55 feet northeasterly therefrom; thence southeasterly parallel with said line survey to a point opposite HES 230+10 thereon; thence southwesterly to a point opposite said HES 230+10 and 30 feet northeasterly therefrom; thence northwesterly to the point of beginning.

TEMPORARY EASEMENTS, described as the following 2 tracts

Tract 1:

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 229+75 on the SR 538 line survey of SR 538, Mt. Vernon Vicinity, and 30 feet northeasterly therefrom; thence northeasterly to a point opposite said HES 229+75 and 55 feet northeasterly therefrom; thence southeasterly parallel with said line survey to a point opposite HES 229+90 thereon; thence southwesterly to a point opposite said HES 229+90 and 30 feet northeasterly therefrom; thence northwesterly to the point of beginning.

Tract 2:

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 230+10 on the SR 538 line survey of SR 538, Mt. Vernon Vicinity, and 30 feet northeasterly therefrom; thence northeasterly to a point opposite said HES 230+10 and 55 feet northeasterly therefrom; thence southeasterly parallel with said line survey to a point opposite HES 230+25 thereon; thence southwesterly to a point opposite said HES 230+25 and 30 feet northeasterly therefrom; thence northwesterly to the point of beginning.

PARCEL "A"

The northeast quarter of the southeast quarter of Section 15, Township 34 North, Range 4 East, W.M., lying northerly of that right-of-way of State Highway No. 538, as delineated



POSSESSION AND USE AGREEMENT

EXHIBIT A
(continued)

on Washington State Highway Map No. 292, Book 89, File 151, Sheet #2, dated June 1919, more commonly known as College Way;
EXCEPT therefrom mineral rights reserved by W.M. Lindsey and Emma Lindsey, husband and wife, by Deed dated May 19, 1898, and recorded June 30, 1898, as Auditor's File No. 28646, in Volume 34 of Deeds, Page 392.

The lands herein described in easement contain an area of .01 acres, more or less, and herein described in temporary easement contain an area of .02 acres, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval April 28, 1972, revised December 7, 2001.

Reviewed:

Date: _____

