



200805190152

Skagit County Auditor

5/19/2008 Page 1 of 8 3:15PM

After recording return document to:

City of Mount Vernon  
Attn.: Mikael Love, Public Works Department  
P.O. Box 809  
Mount Vernon, WA 98273-0809

*Document Title: Possession and Use Agreement*

*Reference Number of Related Document: N/A*

*Grantor: MT. VERNON RETAIL, LLC*

*Grantee: City of Mount Vernon*

*Legal Description: Ptn. Trs. B & C, of MV SP 26-76 in Trs. 9 & 10, Mt. Vernon Acreage*

*Additional Legal Description is on Exhibit "A" of this Document.*

*Assessor's Tax Parcel Number: P53849*

**POSSESSION AND USE AGREEMENT**

City of Mount Vernon, College Way and Riverside Drive Improvement Project

This AGREEMENT is made and entered into by and between **THE CITY OF MOUNT VERNON, a Municipal Corporation of the State of Washington**, hereinafter referred to as the "City", and **MOUNT VERNON RETAIL, LLC, a Washington Limited Liability Company**, hereinafter referred to as the "Owner";

WITNESSETH

WHEREAS, the City affirms that the Owner's real estate described herein is required by the City for immediate construction of a transportation project.

AND WHEREAS, the City affirms that any delay in its construction program is contrary to the public interest;

**POSSESSION AND USE AGREEMENT**

AND WHEREAS, the City has made a firm and continuing offer to pay the amount of **FIFTY FIVE THOUSAND ONE HUNDRED DOLLARS (\$55,100.00)** 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 City 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 City of Mount Vernon.
2. The City will issue 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 party shall not prejudice such party's 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 City to institute condemnation proceedings, the Owner has no objection to the City entering an Order Adjudicating Public Use, as provided by RCW 8.08.040, 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 City of Mount Vernon.
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 City not later than date of receipt 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 City of Mount Vernon unless and until accepted and approved hereon in writing for the City of Mount Vernon.

Dated March 31, 2008



200805190152

Skagit County Auditor

**POSSESSION AND USE AGREEMENT**

**GRANTOR:**

MT. VERNON RETAIL LLC

By: *Michael R. Garner*  
Michael R. Garner

Its Authorized Representative (Attorney)

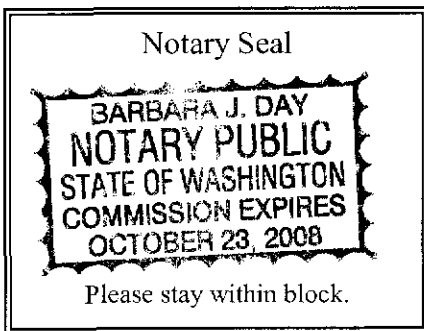
STATE OF WASHINGTON

ss.

COUNTY OF KING

On this day of 1<sup>st</sup> of April, 2008, before me personally appeared MICHAEL R. GARNER, to me known to be the authorized representative (attorney) of MT. VERNON RETAIL, LLC, 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 is he was authorized to execute said instrument.

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



*Barbara J. Day*  
Notary (print name) Barbara J. Day  
Notary Public in and for the State of Washington,  
residing at Seattle  
My Appointment expires 10/23/08



**POSSESSION AND USE AGREEMENT**

this page  
has been  
deleted

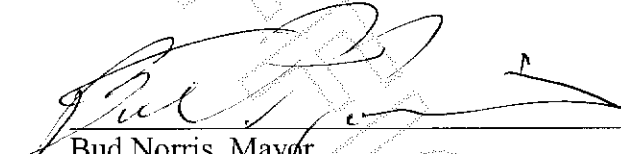



**POSSESSION AND USE AGREEMENT**

**GRANTEE:**

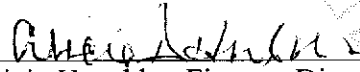
CITY OF MOUNT VERNON

Approved as to Form:

  
\_\_\_\_\_  
Bud Norris, Mayor

  
\_\_\_\_\_  
Kevin Rogerson, City Attorney

Attest:

  
\_\_\_\_\_  
Alicia Huschka, Finance Director



**POSSESSION AND USE AGREEMENT**

**EXHIBIT "A"**

**Right-of-Way Acquisition**

That portion of the following described PARCEL "A", lying Southerly of the following described line:

Commencing at the Southwest corner of the Northwest 1/4 (West 1/4 corner) of Section 17, Township 34 North, Range 4 East, W.M.;  
thence South 87°37'00" East along the South line of said Northwest 1/4 for a distance of 275.04 feet;  
thence North 0°40'15" West for a distance of 30.00 feet, more or less, to the Southeast corner of Tract B Short Plat No. MV-26-76, approved September 10, 1976 and recorded September 23, 1976 in Volume 1 of Short Plats, page 175 under Auditor's File No. 843161;  
thence continue North 0°40'15" West along the East line of said Short Plat NO. MV-26-76 for a distance of 10.00 feet, more or less, to the North line of the South 40.00 feet of said Northwest 1/4 and being the TRUE POINT OF BEGINNING of said line description;  
thence North 74°32'14" West for a distance of 29.71 feet,  
thence North 88°30'23" West for a distance of 158.19 feet;  
thence North 44°36'10" West for a distance of 47.07 feet;  
thence North 2°57'41" West for a distance of 75.83 feet;  
thence North 2°57'41" West for a distance of 92.27 feet;  
thence North 0°40'15" West for a distance of 37.19 feet;  
thence North 89°19'45" East for a distance of 2.00 feet;  
thence North 0°40'15" West for a distance of 17.65 feet;  
thence North 2°51'58" West for a distance of 241.29 feet;  
thence North 89°19'45" East for a distance of 2.00 feet;  
thence North 2°51'58" West for a distance of 129.48 feet, more or less, to the North line of Tract 6, "PLAT OF MOUNT VERNON ACREAGE, SKAGIT COUNTY, WASH.", as per plat recorded in Volume 3 of Plats, page 102 records of Skagit County, Washington, at a point bearing North 89°19'45" East a distance of 8.80 feet from the Northwest corner of said Tract 6 and being the terminus of said line description.



**POSSESSION AND USE AGREEMENT**

**PARCEL "A"**

(Shown as Parcel "A" on Land Title Company Limited Liability Report Order No. 123885)

Tract B, City of Mount Vernon Short Plat No. MV-26-76, approved September 10, 1976, recorded September 23, 1976 in Volume 1 of Short Plats, page 175, under Auditor's File No. 843161; and being a portion of Tracts 9 and 10, "PLAT OF MOUNT VERNON ACREAGE, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 3 of Plats, page 102, records of Skagit County, Washington.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

Area of new right-of-way = 2,196 sq. ft.

