

**RESOLUTION NO. 2016-Y**

**A RESOLUTION OF THE TOWN OF EATONVILLE,  
WASHINGTON, APPROVING A POSSESSION AND USE  
AGREEMENT BETWEEN GREGORY RIDGWAY, SCOTT  
RIDGWAY AND THE TOWN OF EATONVILLE**

**WHEREAS**, The Town of Eatonville, seeks to acquire a portion of the property located at 203 Center Street East, Eatonville, Washington (Pierce County Parcel No. 3605001870), for street related improvements as part of the State Route 161/Washington Avenue North Corridor Streetscape Project; and

**WHEREAS**, the agreement is made and entered into by and between the Town of Eatonville, hereinafter referred to as the "Agency", and property owners, Gregory and Scott Ridgway, hereinafter referred to as the "Owners"; and

**WHEREAS**, the Agency affirms that any delay in its construction program is contrary to the public interest and may result in the loss of funding; and

**WHEREAS**, the property acquisition area has been appraised by Appraisal Solutions Northwest with a value of Thirty Thousand Two Hundred Fifty dollars (30,250.00) and reviewed by Appraisal Reviews Northwest, who agreed with the appraised value; and

**WHEREAS**, the Agency has made a firm and continuing offer to pay the amount of Thirty Thousand Two Hundred Fifty dollars (30,250.00) for the purchase of the real property situated in Pierce County, in the State of Washington. Exhibit A is fully incorporated herein by this reference; and

**WHEREAS**, the Owners of the real property agree with the land value and offer but require additional time to evaluate and resolve any questions concerning just compensation; and

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE,  
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**THAT:** if a Possession and Use Agreement becomes necessary so as to not delay the Project, the Possession and Use Agreement between Gregory Ridgway, Scott Ridgway and the Town of Eatonville (a copy of which is attached hereto as Exhibit B) is approved and the Mayor is authorized to execute the agreement on behalf of the Town.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 12<sup>th</sup> day of December 2016.

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Mike Schaub, Mayor

ATTEST:

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Kathy Linnemeyer, Town Clerk

After recording return document to:

**Town of Eatonville**  
**PO Box 309**  
**Eatonville, WA 98328**

**Document Title: Possession and Use Agreement**  
**Grantor(s): Ridgway, Gregory Noel and Scott Michael**  
**Grantee(s): Town of Eatonville, a Municipal Corporation**  
**Legal Description: Ptn Lts 1-6, Blk 23, Town of Eatonville**  
**Additional Legal Description is on Page 4 of Document.**  
**Assessor's Tax Parcel Number: 3605 00 1870**

## **POSSESSION AND USE AGREEMENT**

### **SR 161 / Washington Ave. North Corridor Streetscape Project**

This AGREEMENT is made and entered into by and between the **Town of Eatonville**, hereinafter referred to as the "Agency", and the undersigned, hereinafter referred to as the "Owners":

### **WITNESSETH**

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

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

AND WHEREAS, the Agency has made a firm and continuing offer to pay the amount of **Thirty Thousand Two Hundred Fifty and 00/100 dollars (30,250.00)** for the purchase of the following described real property situated in Pierce County, in the State of Washington:

For legal description and additional conditions  
See Exhibit A attached hereto and made a part hereof

## POSSESSION AND USE AGREEMENT

AND WHEREAS, the Owners require 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(s) hereby grant to the Agency 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. Immediately after the execution of this Agreement, the City shall deposit into an escrow account with Puget Sound Title Company the sum of **Thirty Thousand Two Hundred Fifty and 00/100 dollars (30,250.00)** for the benefit of the Owners, 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 Agency to institute condemnation proceedings, the Owners have no objection to the State entering an Order Adjudicating Public Use, as provided by RCW 8.12.030 and agree that this instrument shall be treated as having the same legal effect as an Order for Immediate Possession provided by RCW 8.25.070, et seq., which, by this reference, are incorporated herein as if fully set forth.
5. The date of valuation for the determination of just compensation shall be the date that this agreement is accepted and approved by the Agency's Authorized Agent.
6. The Owners hereby waive 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 Agency not later than December 31, 2016 .

**POSSESSION AND USE AGREEMENT**

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 Eatonville** unless and until accepted and approved hereon in writing for the **City of Eatonville**, by its authorized agent.

Dated: \_\_\_\_\_, 2016

\_\_\_\_\_  
Gregory Ridgway

\_\_\_\_\_  
Scott Ridgway

Accepted and Approved

**Town of Eatonville**

By: \_\_\_\_\_  
Mike Schaub, Mayor

Date: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ before me personally appeared \_\_\_\_\_ to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that (he, she, they) signed and sealed the same as (his, her, 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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

Notary Public in and for the State of \_\_\_\_\_

Residing at \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

**POSSESSION AND USE AGREEMENT**

**EXHIBIT A**

**PARCEL NO. 3605001870  
RIGHT OF WAY ACQUISITION**

*THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE;*

*BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING THE SOUTH MARGIN OF CENTER STREET (GROE STREET);*

*THENCE NORTH 64° 40' 57" WEST ALONG SAID SOUTH MARGIN, 88.04 FEET TO THE TRUE POINT OF BEGINNING;*

*THENCE SOUTH 25° 19' 03" WEST, 4.24 FEET;*

*THENCE NORTH 74° 08' 42" WEST, 29.02 FEET;*

*THENCE SOUTH 61° 07' 23" WEST, 33.43 FEET TO THE EAST MARGIN OF WASHINGTON AVENUE NORTH (SR 161) AND THE TERMINUS OF SAID LINE DESCRIPTION.*

*CONTAINING 845 SQUARE FEET, MORE OR LESS.*

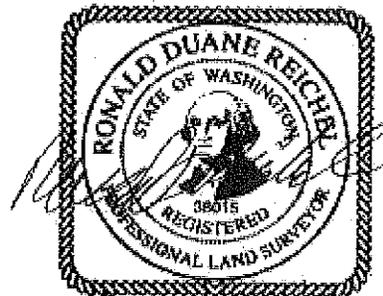
PARCEL "A"

*(PER STEWART TITLE COMPANY ORDER NO. 01148-43502, DATED JUNE 18, 2015)*

*LOTS 1 TO 6, INCLUSIVE, BLOCK 23, TOWN OF EATONVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE(S) 41, RECORDS OF PIERCE COUNTY, WASHINGTON;*

*EXCEPT THAT PORTION DEEDED TO THE TOWN OF EATONVILLE BY DEED RECORDED UNDER RECORDING NO. 2989572.*

Grantor's Initials



10-1-15

**POSSESSION AND USE AGREEMENT**

