**Document Title: Possession and Use Agreement**

**Grantor(s):** INSERT GRANTOR NAME

**Grantee(s):** INSERT GRANTOR NAME

**Legal Description:** INSERT LEGAL DESCRIPTION

**Additional Legal Description is on Page** INSERT PAGE # **of Document.**

**Assessor’s Tax Parcel Number:** INSERT TAX PARCEL #

**POSSESSION AND USE AGREEMENT**

**(STREET/PLAN/PROJECT TITLE)**

This Possession and Use Agreement (“Agreement”) is made and entered into by and between the **(NAME OF AGENCY),** 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 roadway 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 INSERT AMOUNT OF JUST COMPENSATION for the purchase of the following described real property situated in INSERT COUNTY County, in the State of Washington:

For legal description and additional conditions

See Exhibit A attached hereto and made a part hereof (the “Property”)

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 Owners 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 the public use of INSERT AGENCY NAME.

2. Within INSERT NUMBER OF DAYS days of this Agreement being fully executed, the Agency will issue payment to the Owners of the amount of the offer stated above, subject only to deduction of the value and/or of any liens of record encumbering the Property.

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 hereby agree to the Agency entering an Order Adjudicating Public Use, as provided by RCW 8.0INSERT APPROPRIATE AGENCY STATUTE, and agree that this instrument shall be treated as having the same legal effect as an Order for Immediate Possession under RCW 8.**0**INSERT APPROPRIATE AGENCY STATUTE**.**

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 INSERT DATE**.**

It is understood and agreed that this Agreement shall become effective upon all the parties hereto affixing their signatures below.

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

INSERT OWNER'S NAME

INSERT OWNER'S NAME

Accepted and Approved

INSERT AGENCY NAME

By:

INSERT AUTHORIZED AGENT NAME

INSERT AUTHORIZED AGENT TITLE

Date:

Acknowledgment

EXHIBIT A

INSERT EXHIBIT A

Grantor’s Initials