**Document Title: Possession and Use Agreement**

**Grantor(s):**

**Grantee(s):**

**Legal Description:**

**Additional Legal Description is on Page of Document.**

**Assessor’s Tax Parcel Number:**

**POSSESSION AND USE AGREEMENT**

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

This 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       for the purchase of the following described real property situated in      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 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 **(ENTER XXX COUNTY or CITY of XXX)**.

2. The Agency will issue payment to the Owners 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' 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 Agency entering an Order Adjudicating Public Use, as provided by RCW 8.0**(ENTER APPROPRIATE AGENCY STATUE)**, and agree that this instrument shall be treated as having the same legal effect as an Order for Immediate Possession provided by RCW 8.**0(ENTER APPROPRIATE AGENCY STATUTE)**, 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 **(ENTER DATE).**

 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 **(NAME OF AGENCY)** unless and until accepted and approved hereon in writing for the **(NAME OF AGENCY)**, by its authorized agent.

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

Name

Name

 Accepted and Approved

 **(NAME OF AGENCY)**

 By:

 Title

 Authorized Agent

 Date:

Acknowledgment

EXHIBIT A

Grantor’s Initials