

AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES
DEPARTMENT OF TRANSPORTATION
P. O. BOX 47338
OLYMPIA, WA 98504-7338

Document Title: Quitclaim Deed

Grantor: State of Washington, acting by and through its Department of Transportation

Grantee: Lewis County, a political subdivision of the state of Washington

Legal Description: Govt Lot 2, Section 18, Township 14 North, Range 2 West, W.M.

Additional Legal Description is on Page 1

Assessor's Tax Parcel Number: None Assigned-Public Road, adjacent to 021571001000

QUITCLAIM DEED

IN THE MATTER OF SR 5, Mellen St. to Blakeslee Junction

The STATE OF WASHINGTON, acting by and through its Department of Transportation, Grantor, for and in accordance with that agreement of the parties entitled Turnback Agreement, No. TB 4-0112, dated February 3, 2014, hereby conveys and quitclaims unto LEWIS COUNTY, a political subdivision of the State of Washington, Grantee, all right, title, and interest under the jurisdiction of the Department of Transportation, in and to the following described real property situated in Lewis County, State of Washington:

All that part of the area designated for Relinquishment to County as shown on Exhibit A to said Turnback Agreement No. TB4-0112, dated February 3, 2014, now on file in the office of the Secretary of Transportation at Olympia, located within the limits of SR 5, Mellen St. to Blakeslee Junction, right of way plan, the specific details concerning all of which are delineated on sheets 4 and 5 of 19 sheets, approved April 29, 2010, sheet 4 revised March 14, 2013 and sheet 5 revised July 7, 2011, lying within:

Government Lot 2, of Section 18, Township 14 North, Range 2 West, W.M., in Lewis County, Washington.

It is understood and agreed that the above referenced property is transferred for road and street purposes only. The Grantee shall not vacate, sell, rent or use the property (or any portion thereof) for non-transportation uses without first obtaining the Grantor's prior written approval. The Grantee, agrees on behalf of itself and its successors or assigns, not to revise either the right of way lines or the access control without first obtaining the Grantor's prior written approval. Should the Grantor authorize the vacation, sale, rental or use of the property (or any portion thereof) for non-transportation uses, the Grantee, agrees at its cost to determine by appraisal the fair market value/economic rent of the property (or any portion thereof), and the Grantee and Grantor agree to proportionally share in the value of the property in the same proportion as the purchase costs were shared.

The Grantee understands and agrees that the Grantor is retaining ownership of all rights of ingress and egress, to, from and between state highway SR 5 route and/or Roadway Facilities and the property abutting said state highway route and/or Roadway Facilities, including all rights of access, light, view and air, and access control as shown by the prohibition symbol on the right of way and limited access plan and as shaded on Exhibit A to Turnback Agreement No. TB 4-0112 along the above referenced state route and/or Roadway Facilities right of way and along abutting properties on the right of way access plans marked as Exhibit A. The Grantee, its successors or assigns, shall have no right of ingress or egress between the above referenced state route and abutting properties, or the state route and the lands herein conveyed that show the access prohibition symbol and as shaded on said Exhibit A. The Grantee, its successors or assigns, shall not be entitled to compensation for any loss of access, light, view, or air occasioned by the location, construction, reconstruction, maintenance, or operation of said SR 5 and/or Roadway Facilities.

The Grantee, on behalf of itself and its successors, or assigns, waives and/or releases the Grantor from any past, present, or future claims for damages directly or indirectly caused by highway drainage or runoff, and further the Grantee, its successors or assigns, shall have no right of compensation for damages to the property herein conveyed caused directly or indirectly by highway drainage or runoff.

The Grantee accepts said deed subject to all matters of record.

The Grantee agrees to comply with, and require its successors or assigns to comply with, all civil rights and anti-discrimination requirements of Chapter 49.60 RCW, as to the right of way and Roadway Facilities herein conveyed.

The lands herein described are not required for State highway purposes and are conveyed pursuant to the provisions of RCW 36.75.090.

Dated at Olympia, Washington, this _____ day of _____, 2021

STATE OF WASHINGTON

Roger Millar, PE, FASCE, FAICP
Secretary of Transportation

APPROVED AS TO FORM:

By: 
Assistant Attorney General

REVIEWED AS TO FORM:
LEWIS COUNTY - GRANTEE

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
): ss
County of Thurston)

On this _____ day of _____, 2021 before me personally appeared Roger Millar, known to me as the Secretary of Transportation, Washington State Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, 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.

Notary Public in and for the State of
Washington, residing at _____

My Commission Expires _____