



Turnback Agreement			Organization and Address Lewis County Public Works 2025 NE Kresky Avenue Chehalis, WA 98532
			Agreement Number TB4-0112
Section / Location I-5/Mellen Street to Blakeslee Junction			
State Route 5	Control Section Various	Region Southwest	MP 80.88 to 81.41 Station 1751+50 to 1779+00

THIS AGREEMENT is between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "STATE," and Lewis County Public Works, hereinafter the "LOCAL AGENCY," collectively hereinafter the "PARTIES."

WHEREAS, the STATE is planning the construction or improvement of a section of the state route as identified above, hereinafter referred to as the "PROJECT," and

WHEREAS, the STATE has acquired and/or is in the process of acquiring right of way needed to construct, reconstruct, or rearrange the state route and/or certain streets or roads, frontage roads, access roads, intersections, ramps, crossings, and /or other roadway features, hereinafter referred to as "Roadway Facilities," and

WHEREAS, upon completion of the PROJECT, certain right of way and Roadway Facilities, as shown on Exhibit A, attached hereto and made a part hereof, will require maintenance, operation, and ownership transfer from the STATE to the LOCAL AGENCY, and

WHEREAS, the STATE and LOCAL AGENCY enter into this Agreement to identify the process of Roadway Facilities and right of way maintenance, operation, and ownership transfer,

NOW, THEREFORE, pursuant to

☐ (City or Town) RCW 36.75.090 and/or RCW 47.52.210,

☒ (County) RCW 36.75.090 and WAC 468-18-040, "Design standards for rearranged county roads, frontage roads, access roads, intersections, ramps and crossings,"

IT IS MUTUALLY AGREED AS FOLLOWS:

**1. COMPLETION, ACCEPTANCE, AND
TRANSFER OF OPERATION AND MAINTENANCE**

1.1 Once the PROJECT is completed and reviewed by the PARTIES, the STATE will in writing transfer to the LOCAL AGENCY and the LOCAL AGENCY agrees to accept the responsibility for the maintenance and operation of the Roadway Facilities and right of way until such time as the full ownership of the right of way and Roadway Facilities are conveyed by deed pursuant to Section 2.

1.2 The LOCAL AGENCY agrees to accept ownership of the right of way and Roadway Facilities as shaded, where applicable, on Exhibit A, as follows:

Red Indicates access control and access rights to be retained by the STATE

Blue (light) Indicates Roadway Facilities and right of way to be conveyed in fee to the LOCAL AGENCY

Yellow Indicates easements to be conveyed to the LOCAL AGENCY

2. RECORDED CONVEYANCE

2.1 Within one year following the STATE's written transfer to the LOCAL AGENCY of the responsibility for maintenance and operations as provided in Section 1, the STATE will furnish the LOCAL AGENCY with a recordable conveyance of right of way, including the Roadway Facilities constructed thereon, as shown on the plans marked Exhibit A. The conveyance will be recorded pursuant to RCW 65.08.095. The PARTIES agree that sections 2.2, 2.3, 2.4 (if checked), and 2.5 herein shall be included in the conveyance document.

2.2 The LOCAL AGENCY understands and agrees that the above-referenced property is transferred for road and street purposes only. The LOCAL AGENCY shall not vacate, sell, rent or use the property (or any portion thereof) for nontransportation uses without first obtaining the STATE's prior written approval. The LOCAL AGENCY 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 STATE's prior written approval. Should the STATE authorize the vacation, sale, rental or use of the property (or any portion thereof) for nontransportation uses, the LOCAL AGENCY agrees at its cost to determine by appraisal the fair market value/economic rent of the property (or any portion thereof), and the LOCAL AGENCY and state of Washington agree to proportionally share in the value of the property in the same proportion as the purchase costs were shared.

2.3 The LOCAL AGENCY 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 to be conveyed.

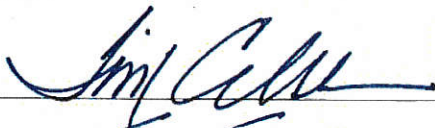
2.4 ☒ Limited Access Highway - The LOCAL AGENCY understands and agrees that the STATE is retaining ownership of all rights of ingress and egress, to, from and between the above referenced state highway route and/or Roadway Facilities and the properties abutting said state highway route and/or Roadway Facilities, including all rights of access, light, view and air, and access control as shown by the access prohibition symbol and as shaded in pursuant to Section 1.2, above, 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 LOCAL AGENCY, 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 pursuant to Section 1.2, above. The LOCAL AGENCY, 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 the above referenced state route and/or Roadway Facilities.

2.5 The LOCAL AGENCY, on behalf of itself and its heirs, successors or assigns, waives and/or releases the STATE from any past, present, or future claims for damages directly or indirectly caused by highway drainage or runoff, and further the LOCAL AGENCY, its heirs, 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.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on the date last written below.

LOCAL AGENCY

By



Print Name

TIM ELBERT

Title

COUNTY ENGINEER

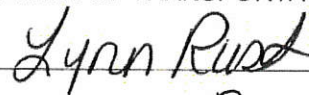
Date

1/21/14

STATE OF WASHINGTON

DEPARTMENT OF TRANSPORTATION

By



Print Name

Lynn Rust

Title

Local Programs Engineer

Date

2-3-14

