

**ROAD VACATION CONDITIONS AGREEMENT
BETWEEN LEWIS COUNTY AND
GAELON AND KRISTINE SPRADLEY**

I. PURPOSE

This Road Vacation Conditions Agreement is entered into, by and between Lewis County and Gaelon and Kristine Spradley, Property Owners, for the purpose of establishing the terms and conditions that must be satisfied prior to the final vacation of a portion of Peterson Road No. 859. The Board of County Commissioners has determined that the proposed vacation may be approved only upon satisfaction of the conditions contained in the County Engineers Report, which is attached hereto as **Exhibit A** and incorporated herein by this reference. Nothing contained in this Agreement shall obligate the County to complete the road vacation unless and until every condition in this agreement and the County Engineers Report have been fully satisfied and accepted by the County.

II. ELIGIBILITY

The proposed road vacation is conditioned upon the Property Owners satisfying all requirements established by the Lewis County Board of County Commissioners and the Lewis County Engineer.

The Property Owners acknowledge that the proposed vacation has been approved only subject to the conditions contained in the County Engineers Report, attached hereto as Exhibit A and incorporated herein by this reference.

The Property Owners further acknowledge that execution of this Agreement does not entitle them to a final order of vacating the right of way. The Board of County Commissioners shall have no obligation to complete the vacation unless all conditions have been found satisfactory by the County Engineer and are completed within the time provided herein.

This agreement applies to the proposed vacation of approximately 630 feet of Peterson Road No. 859, more particularly described in the legal description and map, attached as **Exhibit B**.

III. PROPERTY OWNER RESPONSIBILITIES

The Property Owners agree, at their sole expense, to complete all conditions contained in this agreement and in Exhibit A, including but not limited to the following:

1. Engineering

Retain a Professional Engineer licensed in Washington State to prepare all engineering plans necessary for construction of all the required turnaround, connecting driveways, and all associated improvements. All plans shall comply with Lewis County Code and Lewis County Public Works Standards.

2. Turnaround Construction

Construct a turnaround meeting all Lewis County design standards. The turnaround shall include all required turning radii and shall not exceed a five percent (5%) grade.

3. Driveways

Construct all connecting driveways in accordance with Lewis County standards. Driveways shall not exceed a twelve percent (12%) grade.

4. Stormwater

Prepare a stormwater report prepared by a licensed professional engineer. Construct all required stormwater facilities associated with the turnaround and connecting driveways in accordance with Lewis County requirements.

5. Right of Way Dedication

Grant to Lewis County, at no cost to the County, any right of way or easements necessary for construction, operation, maintenance, and future ownership of the required turnaround. A record of survey shall be completed and recorded showing any acquired rights and shall be recorded and filed at Lewis County. All deeds, easements, legal descriptions, surveys, title work, recording costs and associated documents shall be prepared at the Property Owners' expense.

6. Construction

Complete all construction of the turnaround, driveways, drainage improvements, and associated facilities at the Property Owners' sole cost and expense.

7. Permits

Obtain every permit required by Lewis County, state agencies, and federal agencies, prior to construction.

Permits may include, but are not limited to:

- SEPA
- Fill and Grade Permit
- Road Plan Review and Inspection Permit
- Road Approach Permit
- Stormwater Permit
- Any environmental permits required by law

8. Inspections

Permit Lewis County staff to inspect all improvements during construction and after completion. Any deficiencies identified by the County shall be corrected by the Property Owners before the County accepts the improvements.

IV. TIME FOR PERFORMANCE

The Property Owners shall complete every condition contained in this Agreement within two (2) years from the effective date of this agreement. Failure to complete every condition within two years shall automatically terminate this Agreement unless the Board of County Commissioners grants a written extension before expiration.

V. COUNTY APPROVAL

Completion of construction shall not constitute acceptance. The County Engineer shall determine whether all required conditions have been satisfactorily completed. Only after written confirmation by the County Engineer that every condition has been satisfied may the Board consider adoption of the final Order vacating the right of way.

VI. FAILURE TO COMPLETE CONDITIONS

Failure to satisfy any condition contained in this agreement shall be deemed a material default. Upon default, the County shall have no obligation to proceed with the vacation, the petition may be considered withdrawn and no compensation shall be owed by the County.

VII. GOVERNING LAW

This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Washington except for Washington's choice of law rules. Except as otherwise required by applicable law, any legal action under this Agreement shall be brought in the Superior Court of the State of Washington in and for Lewis County.

VIII. WAIVER OF BREACH

No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults that were in existence at the time such payment or payments or performance were accepted by it.

IX. COUNTY NOT RESPONSIBLE FOR COSTS

The Property Owners acknowledge and agree that all costs associated with the proposed vacation are their sole responsibility. These costs include, but are not limited to:

- Engineering

- Surveying
- Legal descriptions
- Title work
- Easements
- Permits
- Environmental review and permitting
- Construction
- Grading
- Drainage
- Stormwater
- Inspection fees
- Recording fees
- Attorney fees incurred by the Property Owners
- Utility coordination
- Contractor costs
- Any additional costs required to satisfy Exhibit A and the requirements set forth in this agreement.

X. INDEMNIFICATION

To the fullest extent permitted by law, the Property Owners shall protect, defend, indemnify and hold harmless Lewis County, the Lewis County Board of County Commissioners, its officers, agents and employees, or any of them from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, which are caused by or result from the performance of this Agreement by either party, except those resulting exclusively from the County's sole negligence. In the event of the concurrent negligence of the Property Owners, its subcontractors, agents or employees, and the County, its officers, agents, or employees, this indemnification obligation shall be valid and enforceable only to the extent of the negligence the Property Owners, its subcontractors, agents, and employees. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Property Owners hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Property Owners are a material inducement to County to enter into this Agreement, and have been mutually negotiated. The Property Owners shall require any subcontractors performing on the project herein to indemnify the County to an equal or greater extent than provided herein. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of any indemnity protections under this Agreement. The Property Owners' obligations under this provision shall survive the completion, termination, or expiration of this contract.

XX. DISPUTE RESOLUTION

(a) If a dispute arises between the parties with regard to the performance of any provision of this agreement or the interpretation thereof, the parties agree to follow the procedure set forth below. It is the goal of the parties to resolve their differences as early and amicably as possible.

(b) The parties shall first meet to attempt to see if the matter can be informally resolved. This informal resolution attempt may involve more than one meeting but is not required to involve more than one meeting.

(c) If the parties are unable to resolve their differences, the parties will endeavor to settle the dispute by mediation under such mediation rules as shall be mutually agreeable to the parties. Such mediation shall be non-binding but shall be a condition precedent to having said dispute decided in court by a judge or jury. Mediation shall commence, unless otherwise agreed, within 30 (thirty) days of a party's written request for mediation of a dispute. Any resolution at this stage shall be reduced to writing and, if it involves an interpretation of the agreement, it shall be considered an addendum to this agreement without the need for formal adoption by the governing bodies of the jurisdictions that are parties to this agreement. Any costs related to mediation shall be shared equally by the parties.

Dated this _____ day of _____ 2026.

APPROVED AS TO FORM
Prosecuting Attorney Jonathan Meyer

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

By: David Bailey, Chief Civil DPA

Lindsey R. Pollock, DVM, Chair

ATTEST

Scott J. Brummer, Vice Chair

Rieva Lester, CMC, Clerk of the Board

Sean D. Swope, Commissioner

Grantee: Gaelon and Kristine Spradley

By: _____

Title: Land owner

By: _____

Title: Landowner

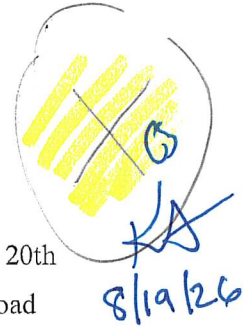
Date: 8/19/26

EXHIBIT A

IN THE MATTER OF:

The Order of the Lewis County Board of Commissioners for
The proposed vacation of a portion of Peterson Road

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} **ENGINEERS REPORT**
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TO THE BOARD OF COUNTY COMMISSIONERS:

I, the undersigned County Engineer of Lewis County, Washington, to whom was referred on the 20th day of January, 2026, by Resolution 26-024, ordering me to examine all that portion of Peterson Road No. 859, lying in the South half of Section 12, Township 13 North, Range 3 West, W.M., stating that said Board intends to proceed to determine whether said road should be vacated and abandoned for the reason that it is useless as a part of the County road system and that the public will be benefited by its vacation and abandonment, herewith submit my report thereon:

FIRST: Peterson Road was established as a county road December 18, 1939, being a width of 40 feet, and additional right of way was acquired June 3, 1983.

SECOND: The portion of right of way proposed for vacation includes approximately 630 feet in length and is maintained by the County.

THIRD: The maintained right of way is adjoined by property owned by Gaelon and Kristine Spradley, who have requested this vacation.

FOURTH: Property owner has paid all administrative fees and publication costs associated with this vacation.

FIFTH: This portion of right-of-way does not abut a body of water, nor is the right of way necessary as part of the county road system.

SIXTH: Utility companies known to service the general area have been contacted and are not opposed to the vacation.

SEVENTH: This portion of the right of way is useless for County Road purposes.

EIGHTH: The proposed vacation is subject to the following conditions:

As a condition of the proposed road vacation, the applicant shall retain a licensed professional engineer registered in the State of Washington to prepare engineered plans for a turnaround and all associated connecting driveways. All plans shall comply with Lewis County Code and applicable Lewis County Public Works standards.

The vacated roadway shall terminate in a turnaround constructed to Lewis County standards. The grade of the turnaround, including turning radii, shall not exceed five percent (5%). Driveways connecting to the turnaround shall meet Lewis County Code standards and shall not exceed a maximum grade of twelve percent (12%).

A stormwater report and all required stormwater management facilities associated with the turnaround and connecting driveways shall be prepared by a licensed professional engineer and constructed in accordance with Lewis County requirements.

Any right of way necessary for construction of the turnaround shall be properly granted to Lewis County at no cost as part of the road vacation.

All construction of the turnaround, driveways, and associated stormwater facilities shall be completed by the applicant, at the applicant's expense, as a condition of the vacation of the right of way.

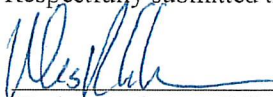
All required permits shall be obtained prior to construction in accordance with Lewis County Code. Required permits may include, but are not limited to, SEPA review, Fill and Grade permits, and any other environmental permits required by state or federal law.

Lewis County Public Works shall also require a Road Approach Permit, Road Plan Review and Inspection Permit, and a Stormwater Permit prior to construction.

In my opinion, this portion of right of way should be vacated for the reason that the public will be benefited by its vacation, returning the property to the tax rolls.

I include with this report a map showing the road proposed to be vacated.

Respectfully submitted this 14th day of May, 2026.

A handwritten signature in blue ink, appearing to read 'Wesley Anderson', written over a horizontal line.

Wesley Anderson, P.E., County Engineer

EXHIBIT B

All that part of the following described portion of right of way, all right of way adjacent to Parcel # 018811-001-000, being a part of the NW 1/4 of the SE 1/4, and the NE 1/4 of the SW 1/4, of Section 12, T13N R3W, W.M., known as Peterson Road in Chehalis, WA.

A handwritten signature in blue ink, appearing to be 'CG KA', is written over a yellow circular stamp. Below the signature, the date '8/19/26' is written in blue ink.

CG KA
8/19/26