ROAD CONSTRUCTION AGREEMENT

County Road Project No.2125 Parcel No. 032119000000
Project Name: Davis Creek Br No.181 Turnarounds/US12 Intersections
Project Area: Randle, Washington

THIS AGREEMENT, by and between ALBERT G. JUSTICE, as his separate estate, herein referred to as "Property Owner," and LEWIS COUNTY, a political subdivision of the State of Washington, herein referred to as "County."

WITNESSETH;

WHEREAS, the County made an offer to the Property Owner dated March 26, 2015, agreeing to pay $7,300.00 for 2.42 acres of land to be used for a wetland mitigation site in conjunction with the Davis Creek Road construction project, and

WHEREAS, the Property Owner's entire 2.92 acre property has been listed for sale for nearly three years and is currently offered at $25,000, and

WHEREAS, negotiations with the Property Owner and his agent have not resulted in acceptance of the County's offer, and

WHEREAS, the County's offer is considerably less than the listed price due to the fact that the property is nearly all encumbered by wetlands or wetland buffers, and has access limitations making it extremely difficult to use for most purposes, and

WHEREAS, Property Owner cites value for timber on the property and believes that the property has recreational value, and

WHEREAS, although the County believes it can support its offer based on current market sales, it is unlikely that further negotiation will bring the parties closer together, and

WHEREAS, the road construction project is scheduled for 2015 which leaves little time for continued negotiation, and

WHEREAS, costs for amending project permitting to use an alternate mitigation site will exceed the increased acquisition cost, therefore the County is willing to increase its offer to $15,000 for the entire 2.92 acre property.

NOW THEREFORE, to resolve this matter, and conclude negotiations the parties hereto, each in consideration of the covenants herein contained and in performance thereof on the part of the other, do hereby agree to the following terms and conditions:

(1) Property Owner agree to sell, convey and warrant to County, free and clear of all encumbrances not shown on the attached deed furnished by County, title in and to a parcel of land lying in the South Half of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter (S1/2 SW1/4 NW1/4 NE1/4) of Section 17, Township 12 North, Range 8 East, W.M., being more particularly described in said deed.

(2) County agrees to pay $7,300.00 for the above referenced 2.42 acres of land for road right of way lying along and outside the present County Road right of way. TOTAL - $7,300.00

(3) County agrees to pay $7,700.00 for the remaining 0.50 acre of property and to conclude negotiations. TOTAL - $7,700.00

(4) Property Owner shall not be responsible for providing title insurance on the property to be conveyed to the County.

(5) County will pay all reasonable filing, recording and processing fees, (not inclusive of real estate commissions) if any, incurred by Property Owner incidental to above said grant to County upon presentation of invoice, bills, or paid receipts.

GRAND TOTAL - $15,000.00

Dated this 19th Day of June, 2015
for Lewis County, Washington

BY: _____
Tim Elsea, P.E.
Public Works Director / County Engineer

Dated this 1 day of July, 2015

_____
Albert G. Justice

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

_____
Edna J. Fund, Chair

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