

AGREEMENT

Tax Parcel No. 035132005005

THIS AGREEMENT, by and between JDR Construction, Inc., a Washington Corporation, herein referred to as "Property Owner," and LEWIS COUNTY, a political subdivision of the State of Washington, herein referred to as "County."

WITNESSETH; 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 hereby agrees to grant to County an easement for bank stabilization over a strip of land fifty (50) feet in width as measured perpendicularly from the ordinary high water line of the southerly bank of the Cowlitz River as it presently exists or as it may move in the future, lying within Lot 1 of Short Subdivision 09-00006, recorded September 1, 2009, under Auditor's File No. 3332984, records of Lewis County, Washington, being located in Section 15, Township 13 North, Range 9 East, W.M.
- (2) Property Owner also agrees to convey to County a temporary easement over, on and across the above described Lot 1 to terminate upon completion of the bank stabilization project, not later than December 31, 2017.
- (3) The bank stabilization project will benefit both Property Owner and County and said easements are being granted in consideration of this mutual benefit and no other consideration.
- (4) County agrees to convey to Property Owner an easement for recreation pedestrian access over all that part of a strip of land eighty (80) feet in width as measured perpendicularly from the ordinary high water line of the southerly bank of the Cowlitz River lying within the Easterly 160 feet of even width of Government Lot 3, together with adjacent accreted lands, lying Northeasterly of Skate Creek Road S., in Section 16, Township 13 North, Range 9 East, W.M.
- (5) County and Property Owner also desire to include in this agreement a provision for the County to purchase the above described Lot 1. Purchase price shall be determined by an appraisal of the above described real estate by an independent appraiser. The appraiser must be a Washington State Certified/Licensed Appraiser and said appraisal shall be done in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). Cost of appraisal shall be shared equally between the County and Property Owner. After execution of the above easements by County and Property Owner, County will request bids for the appraisal. County and Property Owner shall mutually agree upon the appraiser selected. If a decision is made by either party not to proceed with the sale on the basis of this appraisal, that party shall be responsible for the entire appraisal cost. If both parties agree to proceed, a purchase and sale agreement will be entered into at that time.

(6) If a deed for conveyance of the above described property has not been executed by December 31, 2016, this agreement shall be null and void, except for financial obligations incurred by each party pursuant to this agreement. This paragraph may be waived in writing by mutual consent of the parties hereto.

Dated this 8th Day of July, 2016
for Lewis County, Washington

BY: 

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

Dated this 5 day of July, 2016
for JDR Construction, Inc.



Diana L. Robbins, President



James D. Robbins, Vice President

Dated this ____ day of _____, 2016

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

P.W. Schulte, Chair

Gary Stamper, Vice Chair

Edna J. Fund, Commissioner