

ROAD CONSTRUCTION AGREEMENT

County Road Project No.: 2144
Project Name Hwy 603 Stabilization Project
Project Area Winlock, Washington

Parcel No. 015399 002 000
015399 006 000
015398 002 001

IN THE MATTER OF: An administrative settlement of negotiations between the parties hereto pertaining to right of way acquisition for the Highway 603 Stabilization Project.

THIS AGREEMENT, by and between ROY E. FENSTERMAKER AND SARA E. FENSTERMAKER, husband and wife, 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 July 24, 2014, agreeing to pay \$2,400.00 for 0.23 acre of land for right of way for the Highway 603 Stabilization Project, and

WHEREAS, the Property Owner has expressed a concern that the installation of a storm water pond on his property will be visually unappealing and the removal of trees will lessen the buffer between their home and the BNSF railroad thereby potentially increasing noise, and

WHEREAS, the County has considered options for the pond location, but topography restricts movement of the pond from its current proposed location, and

WHEREAS, to mitigate the above visual and noise nuisances the Property Owner has requested that the County install a hedge on their property west of the road and plant trees near the pond on the east side of the road, and

WHEREAS, the Property Owner is very concerned that the drainage ditch, although within existing county right of way, will be moving approximately fifteen (15) feet closer to his residence and has requested that the drainage be piped between his two southerly driveways, and

WHEREAS, an Engineer's Estimate of cost for the installation of a pipe in this area is approximately \$3,100.00, and

WHEREAS, piping the drainage in this area is primarily for the benefit of the Property Owner, and not a cost that should be fully funded by the County as part of the project, and

WHEREAS, the Property Owner has agreed to donate one half of the \$2,400.00 compensation for land towards the cost of installation of the drainage pipe, and

WHEREAS, in consideration of the Property Owner's donation, the County agrees to install the pipe as part of the project, and

WHEREAS, as part of this project, the County will be removing a grove of fir trees near Engineer's Station 703+50. Approximately three of the fir trees in the grove are on the Property Owner's adjacent land

and the Property Owner would like these trees together with stumps removed. Trees to be left on Property Owner's adjacent land, provided, however, that any trees left on Property Owners' property by County shall have all limbs removed and shall be nothing more than bare logs. The County shall ensure that no debris or brush relative to the tree removal is left on Property Owners' property. and

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 hereby agrees to convey to the County, free and clear of all encumbrances not shown on the attached deed furnished by County, title in and to parcels of land lying east and west of Highway 603 in the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 28, Township 12 North, Range 2 West, W.M., being more particularly described in said deed. The Property Owner agrees to accept \$1,200.00 payment for the land. The Property owner accepts this payment with full knowledge that they are donating one half of the \$2,400.00 previously offered just compensation that they are entitled to receive.
- (2) County agrees to as part of its road construction project plant a hedge of arborvitae shrubs not less than eight feet in height spaced approximately 3 feet apart on Property Owner's land adjacent to the west right of way line between Engineer's Stations 703+30 and 704+20 and 704+50 and 705+25 for purposes of railroad noise mitigation due to loss of trees for pond construction east of the road.
- (3) County agrees to plant fir trees along the back slope of the access road on the east side of the pond, spaced approximately 10 feet apart.
- (4) County will provide three (3) driveway approaches to the reconstructed county road at the present approach locations near Engineer's Stations 704+30, 703+15, and 702+80 (right of centerline).
- (5) County Engineer agrees to recommend to the Board of County Commissioners that any road right of way on the west side of Highway 603 not required for the current road project be vacated and that all administrative fees and publication costs be waived.
- (6) County will enclose drainage within a pipe between driveways located at Engineer's Stations 703+15 and 704+35, an approximate depiction of the covered drain pipe is attached to this Agreement and incorporated by this reference as Exhibit A.
- (7) County will remove three fir trees on Property Owner's land adjacent to the road right of way near Engineer's Station 703+50. Stumps will be removed. Limbs to be removed from trees and disposed of by County. Trees to be left on Property Owner's land. Any trees left on Property Owners' property by County shall have all limbs removed and shall be nothing more than bare logs. The County shall ensure that no debris or brush relative to the tree removal is left on Property Owners' property. At least seven (7) days prior to the County's removal of these trees, the County shall inform the Property Owners of the contractor the County has hired to remove the trees so that the Property Owner may contact said contractor and hire the contractor, at Property Owners' expense, to remove other trees on the Property Owners' property.

- (8) The County will reimburse up to \$750.00 of Property Owner's evaluation costs upon submission of the bills or paid receipts. Services provided by an attorney, surveyor or other professional, to assist in the evaluation of this offer will generally qualify.
- (9) County agrees to stay current with required maintenance to the pond east of Highway 603 across from the Property Owner's land including but not limited to removal of sediment by re-excavating to depth as constructed.
- (10) Property Owner shall not be responsible for providing title insurance on the property to be conveyed to the County.
- (11) County will pay all reasonable filing, recording and processing fees, if any, incurred by Property Owner incidental to above said grant to County upon presentation of invoice, bills, or paid receipts.
- (12) County shall withdraw its motion for summary judgment in Lewis County Case Number 15-2-01024-21, along with any and all pending motions, without costs or fees to either party. The parties shall sign and submit to the Court a stipulated motion to dismiss Lewis County Superior Court Cause Number 15-2-01024-21, without costs or fees to either party. Said dismissal shall not affect Property Owners' reimbursement from the County for professional evaluation costs as set forth in Paragraph 8 above.

Dated this 19 day of November, 2015.

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON



Roy E. Fenstermaker

Edna J. Fund, Chair



Sara E. Fenstermaker

P. W. Schulte, Vice Chair



Tim Elsea
Public Works Director / County Engineer

Gary Stamper, Commissioner

EXHIBIT A

AREA - 0.02 AC.

OLEQUA

(T.) 60'

(.) 50'

PI STA = 702+34.51
I = 16°46'00" RT.

55' (STA 702+50 LT.)

50' (STA 703+22 LT.)

CREEK

S 10°30'29" W
83.35'

S 66°26'18" E 40.87'

VANGUARD PROPERTIES
015398002000

S 13°56'31" W
74.79'

90' (STA 703+30 LT.)

S 03°38'02" W
350.71'

50' (STA 704+07.09 LT.)

FRANCES WICKERT
000000000000

S 00°19'06" W
262.68'

702+50 RT.) 50'

702+50 RT.) 60'

(STA 701+30 RT.)

(STA 701+30 RT.)

(STA 703+40 RT.) 60'

(STA 703+40 RT.) 50'

(STA 703+90 RT.) 50'

(STA 703+90 RT.) 75'

INSTRUCTION
CHANGED AREA)

E - 10'

- 90'

- 865.45

- 0.02 AC.

ALIGNMENT

03°59'59"

211.11

1432.51

419.20

FENSTERMAKER, ROY E
015399002000

PT STA = 704+42.60

50' (STA 705+00 RT.)

60' (STA 705+00 RT.)

50' (STA 704+35 RT.)

75' (STA 704+35 RT.)

RIGHT OF WAY (HATCHED AREA)

WIDTH

- 10'

SQUARE FEET

- 1250.00

AREA

- 0.03 AC.

TEMPORARY CONSTRUCTION

ELEMENT (HATCHED AREA)

ALIGNMENT DISTANCE - 35'

WIDTH - 45'

SQUARE FEET - 1075.92

AREA - 0.02 AC.

FENSTERMAKER, ROY E
015399006000

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