



Turnback Agreement			Local Agency Name & Address
Agreement Number TB			Location
State Route	Control Section	Region	

THIS AGREEMENT is between the Washington State Department of Transportation, hereinafter “WSDOT,” and _____, hereinafter the “Local Agency;” collectively hereinafter the “PARTIES.”

Recitals

1. WSDOT is planning the construction or improvement of a section of the state route as identified above, hereinafter referred to as the “Project.”
2. WSDOT 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.”
3. 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 WSDOT to the Local Agency.
4. WSDOT 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,”
- (County) RCW 36.75.090 and WAC 468-30-070 – “Procedure for transfer of abandoned state highway to counties”
- (City) RCW 36.75.090 and RCW 47.24.010 and WAC 468-30-075 - “Procedure for transfer of abandoned state highways to cities and towns”

It Is Mutually Agreed as Follows:

1. Acceptance, and Transfer of Operation And Maintenance

- 1.1 Once the Project is completed and reviewed by the Parties, WSDOT 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 WSDOT
- 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
- Green** Indicates Roadway Facilities and right-of-way to be conveyed in fee to the Local Agency subject to easement(s)

2. Recorded Conveyance

- 2.1 Within one year following WSDOT's written transfer to the Local Agency of the responsibility for maintenance and operations as provided in Section 1, WSDOT 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 WSDOT'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 WSDOT's prior written approval. Should WSDOT 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 WSDOT 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 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 successors or assigns, waives and/or releases WSDOT from any past, present, or future claims for damages directly or indirectly caused by highway drainage or runoff, and further the Local Agency, its 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.
- 2.6 The Local Agency agrees to accept the deed transferring ownership to the Local Agency subject to all matters of record.

In Witness Whereof, the Parties hereto have executed this Agreement on the Party's date last written below.

LOCAL AGENCY	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Signature: _____	Signature: _____
By: _____ Print Name	By: _____ Print Name
Title: _____	Title: _____
Date: _____	Date: _____