

RESOLUTION NO. 1435

A RESOLUTION OF THE CITY OF DAYTON, WASHINGTON, AUTHORIZING A RESOLUTION GRANTING COLUMBIA COUNTY PERMANENT RIGHT OF WAY EASEMENTS FOR THE SOLE PURPOSE OF FLOOD CONTROL RELATED PROJECTS; ACCEPTING RIGHT OF WAY PERMANENT EASEMENTS FROM COLUMBIA COUNTY FOR THE SOLE PURPOSE OF FLOOD CONTROL RELATED PROJECTS ASSOCIATED WITH THE TOUCHET RIVER LEVEE SYSTEM; AND, AUTHORIZING THE MAYOR TO EXECUTE RIGHT OF WAY

WHEREAS, the City, its successors and assigns received a perpetual Easement and Right-of-Way for entry and travel over certain property, and to build, construct, reconstruct, and repair levees, embankments, revetments, canals, and any incidental works appurtenant thereto, situate, lying, and being in the County of Columbia, State of Washington, consisting of all that portion of property adjoining the Touchet River lying within the Dayton Flood Control Improvements, indicated on the map attached hereto in Exhibit A and Exhibit B and by this reference incorporated herein, and including any vacated roads, streets or alleys which attach to said premises by operation of law, and the beds of adjacent streams, over, under and across the real property described in the Easement (the "Easement Area"); and,

WHEREAS, Columbia County (hereinafter "County") is a municipal corporation of the State of Washington; and,

WHEREAS, the City (hereinafter "City") is a municipal corporation of the State of Washington; and,

WHEREAS, the County will be engaging in the construction, alteration, repair, and improvement of the Dayton Flood Control Improvements; and,

WHEREAS, the Easement Area is located within the areas which the County has need of access to complete work on the Levee, and would facilitate the provision of this necessary service to the People of City of Dayton; and,

WHEREAS, conversely, the City has need of access to easements currently held by County, and will receive similar assignments of right as consideration for this reason; and,

WHEREAS, the City has determined that it is in the best interests of the public to assign and accept, non-exclusive interest, rights and obligations in and under the Easement for Utilities, for the purposes of levee repairs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. AUTHORIZATION OF AGREEMENT. The City Council hereby authorizes the assignment of easement rights agreement to Columbia County, attached hereto as Exhibit A and incorporated herein by reference, for the sole purpose of flood control related projects.

SECTION 2. AUTHORIZATION OF ACCEPTANCE AGREEMENT. The City Council hereby authorizes the acceptance of assignment of easement rights agreement from Columbia County, attached hereto as Exhibit B and incorporated herein by reference, for the sole purpose of flood control related projects.

SECTION 3. EXECUTION OF AGREEMENT. The Mayor is hereby authorized to execute and accept the Assignment of Easement Rights agreements on behalf of the City of Dayton.

SECTION 4. IMPLEMENTATION. The Mayor or his designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

SECTION 5. EFFECTIVE DATE. That this resolution shall take effect and be in full force upon passage and signatures hereon.

PASSED by the City Council of the City of Dayton, Washington on this 09TH day of SEPTEMBER, 2020.

City of Dayton


Zac Weatherford, Mayor

Attested/Authenticated by:


Trina Cole, City Administrator

Approved as to form:


Quinn Plant, City Attorney

AFTER RECORDING RETURN TO:

Columbia County Public Works Department
P.O. Box 5
415 N. Guernsey Ave.
Dayton, WA 99328

Document Title: Assignment of Easement Rights
Grantor (Assignor): City of Dayton, Washington
Grantee (Assignee): Columbia County, Washington
Legal Description (abbreviated):

A Strip of Land lying in Sections 29, 30, 31 and 32 of T 10 N, R 39 E, and in Section 25 of T 10 N, R 38 E, W.M of variable width being a portion of the property described and recorded in said county. The said parcel being all that portion of said property lying within the boundaries of right-of-way hereinafter described with reference to Engineer's centerline of the Dayton Flood Control Project identified on US Engineers Map No. TO-51; on US Engineers Map TO-62; and revised on the 17th of May 1997, which the centerline of which is more particularly described in Exhibit A, Below.

Assessor's Tax Parcel ID#:

2-530-00-026-0000	2-500-00-014-0000	1-160-11-004-0000	1-050-09-005-0001	1-050-10-008-0000
2-530-00-026-0010	1-050-10-002-0002	1-120-11-006-0000	1-050-08-014-0000	1-050-10-014-0001
1-160-20-003-0000	1-050-09-097-0000	1-120-10-001-0000	1-150-11-108-0000	1-120-06-015-0000
1-150-21-084-0000	1-160-20-099-0000	1-120-10-004-0000	1-050-08-013-0000	2-530-00-012-0000
1-150-21-144-0029	1-150-21-000-0000	1-120-09-005-0000	1-050-09-096-0000	2-530-00-004-0000
1-150-11-112-0004	1-120-12-004-0000	1-120-08-010-0000	1-050-04-014-0000	1-150-11-102-0000
1-160-10-050-0000	1-160-20-036-0000	1-160-20-109-0000	1-050-08-001-0000	1-040-82-112-0000
1-150-21-099-0083	1-160-17-049-0000	1-160-20-105-0000	1-150-11-109-1111	1-050-04-014-0000
1-040-82-112-0001	1-150-21-100-0000	1-160-20-035-0000	1-050-08-007-0000	1-050-04-014-0000
2-500-00-093-0000	1-150-21-143-0086	1-160-11-124-0001	1-050-08-003-0000	1-050-04-014-0000
2-010-39-031-7001	1-150-21-145-0087	1-160-10-142-0000	1-050-08-009-0001	1-150-21-131-0000
2-530-00-021-0000	1-150-21-132-0130	1-120-09-003-0000	1-050-07-007-0000	
2-530-00-020-0010	1-150-21-140-0140	1-160-17-037-0000	1-050-05-014-0000	
2-530-00-049-0000	1-150-20-000-0305	1-050-10-001-0000	1-050-05-003-0001	
2-530-00-020-0000	1-150-11-127-0000	1-050-10-002-0001	1-050-05-006-0000	
2-530-00-056-0001	1-150-11-112-0003	1-050-09-016-0000	1-050-07-009-0000	
2-530-00-055-0000	1-150-11-102-0000	1-050-09-002-0000	1-050-07-017-0000	

Reference Nos. of Documents
Released or Assigned:

Book 43 Page 381	Book 43 Page 397	Book 43 Page 413	Book 46 Page 014	Book 46 Page 037
Book 43 Page 383	Book 43 Page 399	Book 43 Page 415	Book 46 Page 017	Book 46 Page 040
Book 43 Page 385	Book 43 Page 401	Book 43 Page 417	Book 46 Page 020	Book 46 Page 043
Book 43 Page 387	Book 43 Page 403	Book 43 Page 419	Book 46 Page 022	Book 46 Page 046
Book 43 Page 389	Book 43 Page 405	Book 43 Page 421	Book 46 Page 025	Book 46 Page 049
Book 43 Page 391	Book 43 Page 407	Book 46 Page 004	Book 46 Page 028	Book 46 Page 052
Book 43 Page 393	Book 43 Page 409	Book 46 Page 007	Book 46 Page 031	
Book 43 Page 395	Book 43 Page 411	Book 46 Page 011	Book 46 Page 034	

Together with any and all other Easements and Right-of-Ways for the identified projects.

ASSIGNMENT OF EASEMENT RIGHTS

THIS ASSIGNMENT OF EASEMENT RIGHTS ("Assignment"), dated this 9th day of SEPTEMBER, 2020 (the "Effective Date"), is by the CITY OF DAYTON, a Washington municipal corporation ("Assignor") to COLUMBIA COUNTY, a Washington county ("Assignee").

RECITALS

A. Assignor, its successors and assigns received a perpetual Easement and Right-of-Way for entry and travel over the subject property, and to build, construct, reconstruct, and repair levees, embankments, revetments, canals, and any incidental works appurtenant thereto, situate, lying, and being in the County of Columbia, State of Washington, consisting of all that portion of property adjoining the Touchet River lying within the Dayton Flood Control Improvements indicated on the map attached hereto and by this reference incorporated herein, and including any vacated roads, streets or alleys which attach to said premises by operation of law, and the beds of adjacent streams, over, under and across the real property described in the Easement (the "Easement Area"). The Easement Area is attached hereto as **Exhibit A** and incorporated herein by this reference.

B. Assignee is a county political subdivision of the State of Washington. Assignee will be engaging in the construction, alteration, repair, and improvement of the Dayton Flood Control Improvements. The Easement Area is located within the areas which Assignee has need of access to complete work on the Levee, and would facilitate the provision of this necessary service to the People of Columbia County.

C. Conversely, Assignor has need of access to easements currently held by Assignee, and will receive similar assignments of right as consideration herefore.

D. Assignor and Assignee have determined that it is in the best interests of the public for the Assignor to assign and transfer to Assignee, non-exclusive interest, rights and obligations in and under the Easement for Utilities, for the purposes of levee repairs.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment and Assumption of Easement Rights. Assignor hereby assigns, quitclaims, transfers and conveys to Assignee Assignor's non-exclusive right, title and interest in, to and under the Easement for Utilities, for the purpose of access to and from areas necessary for the work on the levee. The Assignee hereby assumes all of Assignor's obligations and duties under the Easement, to the extent that the obligations and duties relate to Assignee's use of the easement.

2. Hold Harmless and Indemnification. As a condition of Assignor entering into this Assignment of Easement Rights, Assignee agrees to defend, indemnify and hold harmless the Assignor, and all of its officials, employees, agents, contractors and consultants, from any and all claims, demands, suits, actions, damages, penalties, and liability of any kind, including injuries to persons or damages to property ("Claims"), which result from or arise out of the Assignee's use of the easement area pursuant to the Easement, including but not limited to Claims for damage to the Assignee's property caused by or resulting from the Assignor's travel and use of the easement.

3. Recording/Successors in Interest. This Assignment shall be recorded in the Columbia County Auditor's Office. This Assignment shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Assignment of Easement Rights as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

CITY OF DAYTON

COLUMBIA COUNTY

By: [Signature]
Print Name: ZAC WEATHERFORD
Its: MAYOR

By: [Signature]
Print Name: CHARLES AMEREND
Its: COMMISSIONER

STATE OF WASHINGTON)
)ss.
COUNTY OF COLUMBIA)

I CERTIFY that I know or have satisfactory evidence that Zac Weatherford is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that was authorized to execute this instrument and acknowledged it as the Mayor of the CITY OF Dayton, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: September 9, 2020



Debra M Hays
Debra M Hays
(Print name)

NOTARY PUBLIC in and for the
State of Washington, residing at

Columbia County

My appointment expires: May 23, 2022

STATE OF WASHINGTON)
)ss.
COUNTY OF COLUMBIA)

I CERTIFY that I know or have satisfactory evidence that Charles Ameren is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that was authorized to execute this instrument and acknowledged it as the Chair of the Board of County Commissioners of Columbia County, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: September 10, 2020



Amber M Phinney
Amber M Phinney
(Print name)

NOTARY PUBLIC in and for the
State of Washington, residing at

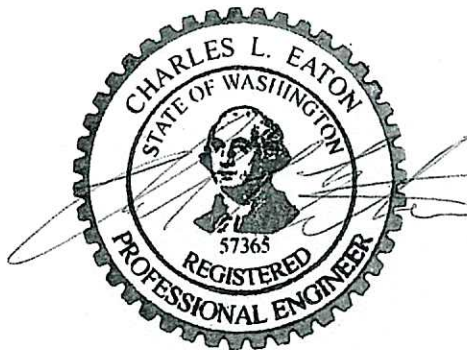
Columbia County

My appointment expires: 10-18-2020

EXHIBIT "A"
SUBJECT PROPERTY LEGAL DESCRIPTION

THE PARCELS OF LAND THIS DEED ASSIGNMENT APPLIES TO IS ALL RIGHT-OF-WAY AND EASEMENTS DEEDS IN THE NAME OF THE ASSIGNOR WITHIN THE DAYTON FLOOD CONTROL LEVEE PROJECT AS DESCRIBED ON THE ATTACHED CENTERLINE AND OFFSET LEGAL DESCRIPTION.

SAID ASSIGNMENTS ARE GENERLY LYING BETWEEN THE APPROXIMATE STATION R44+86 POT BK AND APPROXIMATE STATION L159+74 POT.



DATED 9-9-2020
COLUMBIA COUNTY, COUNTY ENGINEER
DAYTON FLOOD CONTROL LEGAL DESTRIPTION EXHIBIT A, PAGE 1 OF 7

EXHIBIT A (CONT.)

DAYTON FLOOD RISK REDUCTION PROJECT

A PARCEL OF LAND LYING IN SECTIONS 29, 30, 31 AND 32 TOWNSHIP 10 NORTH, RANGE 39 EAST, WILLAMETTE MERIDIAN; AND IN SECTION 25 TOWNSHIP 10 NORTH, RANGE 38 EAST, WILLAMETTE MERIDIAN; IN COLUMBIA COUNTY, WASHINGTON, AND BEING PORTION OF PROPERTIES DESCRIBED AND RECORDED IN SAID COUNTY. THE SAID PARCEL BEING ALL THAT PORTION LYING WITHIN THE BOUNDARIES OF RIGHT-OF-WAY HEREIN DESCRIBED WITH REFERENCE TO ENGINEER'S CENTERLINE OF THE DAYTON FLOOD CONTROL IMPROVEMENTS, WHICH CENTERLINE DESCRIBED AS FOLLOWS:

RIGHT BANK CENTERLINE

BEGINNING AT ENGINEER'S CENTERLINE STATION (HEREINAFTER CALLED STATION) R24+50; THENCE S83°34'W, 575.6 FEET TO STATION R30+25.6 PC; THENCE AN ARC DISTANCE OF 391.0 FEET ON A 10 DEGREE CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 39°06' TO STATION R34+16.6 PT; THENCE N57°20'W, 1,069.4 FEET TO STATION R44+86.0 POT BK, SAID POINT BEING EQUAL TO STATION R20+12.0 POT AH; THENCE N57°15'W, 99.4 FEET TO STATION R21+11.4 PC; THENCE AN ARC DISTANCE OF 93.3 FEET ON A 14 DEGREE CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 13°04', TO STATION R22+04.7 PT; THENCE N44°11'W, 434.3 FEET TO STATION R26+39.0 PC; THENCE AN ARC DISTANCE OF 312.9 FEET ON AN 8 DEGREE CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 25°02', TO STATION R29+51.9 PT; THENCE N19°09'W, 305.3 FEET TO STATION R32+57.2 PC; THENCE AN ARC DISTANCE OF 232.2 FEET ON A 10 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 23°13', TO STATION R34+89.4 PT; THENCE N42°22'W, 271.5 FEET TO STATION R37+60.9 PC; THENCE AN ARC DISTANCE OF 208.9 FEET ON A 6 DEGREE CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 12°32', TO STATION R39+69.8 PT; THENCE N 29°50'W, 75.07 FEET TO STATION R40+44.87 POT BK, SAID POINT BEING RIGHT 7.71 FEET OF STATION R65+92.1 POT AH; THENCE N26°24'W 100 FEET TO STATION R66+92.1 PC; THENCE AN ARC DISTANCE OF 478.9 FEET ON A 3 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 14°22', TO STATION R71+71.0 PT; THENCE N40°46'W, 353.2 FEET TO STATION R75+24.2 PC; THENCE AN ARC DISTANCE OF 202.7 FEET ON A 3 DEGREE CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 6°05' TO STATION R77+26.9 PT; THENCE N34°41'W, 3.1 FEET TO STATION R77+30.0 POT BK, SAID POINT BEING EQUAL TO STATION R52+23.0 POC AH HAVING AN ANGLE RT OF 0°45'41"; THENCE AN ARC DISTANCE OF 15.4 FEET ON A 6 DEGREE CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 0°55'19" TO STATION R52+38.4 PT THENCE N33°00'W, 1,006.7 FEET TO STATION R62+45.1 PC; THENCE AN ARC DISTANCE OF 409.0 FEET ON A 5 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 20°27' TO STATION R66+54.1 PT; THENCE N53°27'W, 345.9 FEET TO STATION R70+00.0 POT BK, SAID POINT BEING RIGHT 1.63 FEET TO STATION R95+28.06 POT AH; THENCE N53°20'W, 1,438.64 FEET TO STATION R109+66.7 PC; THENCE AN ARC LENGTH OF 567.5 FEET ON A 2 DEGREE CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 11°21' TO STATION R 115+34.2 PT; THENCE N41°59'W, 542.0 FEET TO STATION R120+76.2 POT BK, SAID POINT BEING EQUAL TO STATION R₂96+73.3 (6'RT) POT AH; THENCE N41°58'W, 344.8 FEET TO STATION R₂100+18.1 PC; THENCE AN ARC DISTANCE OF 203.1 ON A 9 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 18°17' TO STATION R₂102+21.2PT; THENCE N60°15'W, 21.3 FEET TO STATION R₂102+42.5 PC; THENCE AN ARC DISTANCE OF 232.5 FEET ON A 16 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 37°12' TO STATION R₂104+75.0 PT, SAID POINT BEING THE END OF THE RIGHT BANK CENTERLINE.

EXHIBIT A (CONT.)

LEFT BANK CENTERLINE

BEGINNING AT STATION L100+70.0, SAID POINT BEING 184.15 FEET LEFT OF STATION R100+93.9 POT; THENCE N38°20'W, 48.2 FEET TO STATION L101+18.2 PC; THENCE AN ARC DISTANCE OF 166.7 FEET ON A 9 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 15°00' TO STATION L102+84.9 PT THENCE N53°20'W, 709.7 FEET TO STATION L109+94.6 PC; THENCE AN ARC DISTANCE OF 501.7 FEET ON A 2 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 10°02' TO STATION L114+96.3 PT; THENCE N43°18'W, 616.7 FEET TO STATION L121+13.0 POT BK, SAID POINT BEING EQUAL TO STATION L298+45.31 POT AH; THENCE N43°25'W, 366.59 FEET TO STATION L2102+11.9 PC; THENCE AN ARC DISTANCE OF 279.6 FEET ON A 20 DEGREE CURVE LEFT, HAVING A DELTA ANGLE OF 55°55' TO STATION L2104+91.5 PT; THENCE S80°40'W, 201.3 FEET TO STATION L2106+92.8 PC; THENCE AN ARC DISTANCE OF 276.87 FEET ON A 5 DEGREE CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 14°01' TO STATION L2109+69.67 POC BK, SAID POINT BEING EQUAL TO STATION L134+00.0 (52.15 FEET LEFT) POT AH; THENCE S81°23'W, 191.3 FEET TO STATION L135+91.3 PC; THENCE AN ARC DISTANCE OF 528.2 FEET ON A 10 DEGREE CURVE TO THE RIGHT, HAVING A DELTA OF 52°49' TO STATION L141+19.5 PT; THENCE N45°48'W, 225.6 FEET TO STATION L143+45.1 PC; THENCE AN ARC DISTANCE OF 506.0 FEET ON A 10 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 50°36' TO STATION L148+51.1 PT; THENCE S83°36'W, 208.8 FEET TO STATION L150+59.9 PC; THENCE AN ARC DISTANCE OF 649.7 FEET ON A 5 DEGREE CURVE TO THE LEFT HAVING A DELTA ANGLE OF 32°29' TO STATION L157+09.6 PT; THENCE S51°07'W, 413.3 FEET TO STATION L161+22.9 PC; THENCE AN ARC DISTANCE OF 369.5 FEET ON A 7 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 25°52' TO STATION L164+92.4 PT; THENCE S25°15'W, 112.4 FEET TO STATION L166+04.8 PC; THENCE AN ARC DISTANCE OF 252.6 FEET ON AN 11 DEGREE CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 27°47' TO STATION L168+57.4 PT BK, SAID POINT BEING EQUAL TO STATION L169+28.8 POT AH; THENCE S53°02'W, 11.5 FEET TO STATION L169+40.3 PC; THENCE AN ARC DISTANCE OF 560.0 FEET ON A 5 DEGREE CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 28°00' TO STATION L175+00.3 PT; THENCE S81°02'W, 143.7 FEET TO STATION L176+44.0 PC; THENCE AN ARC DISTANCE OF 438.9 FEET ON A 9 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 39°30' TO STATION L180+82.9 PT; THENCE S41°32'W, 651.4 FEET TO STATION L187+34.3 POT, SAID POINT BEING THE END OF THE LEFT BANK CENTERLINE.

PATIT CENTERLINE

BEGINNING AT STATION P1+44.6 PC, SAID POINT BEING EQUAL TO STATION R2103+44.0 POC AH AND PROCEEDING BACK ON LINE; THENCE AN ARC LENGTH OF 25.7 FEET ON A 117 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 30°06' TO STATION P1+70.3 PT; THENCE N74°14'E, 49.7 FEET TO STATION P2+20.0; THENCE N56°49'E, 28.0 FEET TO STATION P2+48.0, SAID POINT BEING END OF PATIT CENTERLINE.

MUSTARD CENTERLINE

BEGINNING AT STATION M0+00.0, SAID POINT BEING 20.0 FEET LEFT OF STATION R69+72.5 POT; THENCE S89°31'E, 39.2 FEET TO STATION M0+39.2 PC; THENCE AN ARC DISTANCE OF 66.8 FEET ON A 43 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 28°43' TO STATION M1+06.0 PT; THENCE N61°46'E, 210.0 FEET TO STATION M3+16.0 PC; THENCE AN ARC DISTANCE OF 59.4 FEET ON A 57

EXHIBIT A (CONT.)

DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 33°52' TO STATION M3+75.6; THENCE N27°54'E, 103.8 FEET TO STATION M4+79.4, SAID POINT BEING THE END OF THE MUSTARD CENTERLINE.

SAID PARCEL WITH RIGHT-OF-WAY WIDTHS MEASURED FROM THE ABOVE DESCRIBED CENTERLINES AS FOLLOWS: RIGHT-OF-WAY LINES RUN PARALLEL TO THE CENTERLINE EXCEPT WHERE NOTED.

Station	Width on Southerly Side (L) of Centerline	Width on Northerly Side (R) of Centerline
R24+50	150'	40'
R20+12 POT AH		40'
R20+12 POT AH		50'
R65+92.1 POT AH		50'
R65+92.1 POT AH		115.94'
R66+82.1 POT		118.47'
R66+82.1 POT		40'
R52+23.0 POC AH		40'
R52+23.0 POC AH		50'
R56+00.0 POT	150'	
R56+00.0 POT	170'	
R68+34.29 POT		50' straight line
R70+00 POT BK	170'	
R70+00 POT BK	400 straight line	
R95+28.06 POT AH		30'
R97+67.25 POT	398.86' straight line	
R99+27.51 POT	269.19' straight line	
L100+70	40'	
L103+50	40'	
L103+50	50'	
R113+50		30'
R113+50		50'
L118+32.42± Along northerly right-of-way of Clay Street		50'
L118+32.42± Along northerly right-of-way of Clay Street		30'
R297+31.3± Along northerly right-of-way of Main Street		43.98'
R297+31.3± Along northerly right-of-way of Main Street		25'
L299+16.8± Along northerly right-of-way of Main Street	29.82'	

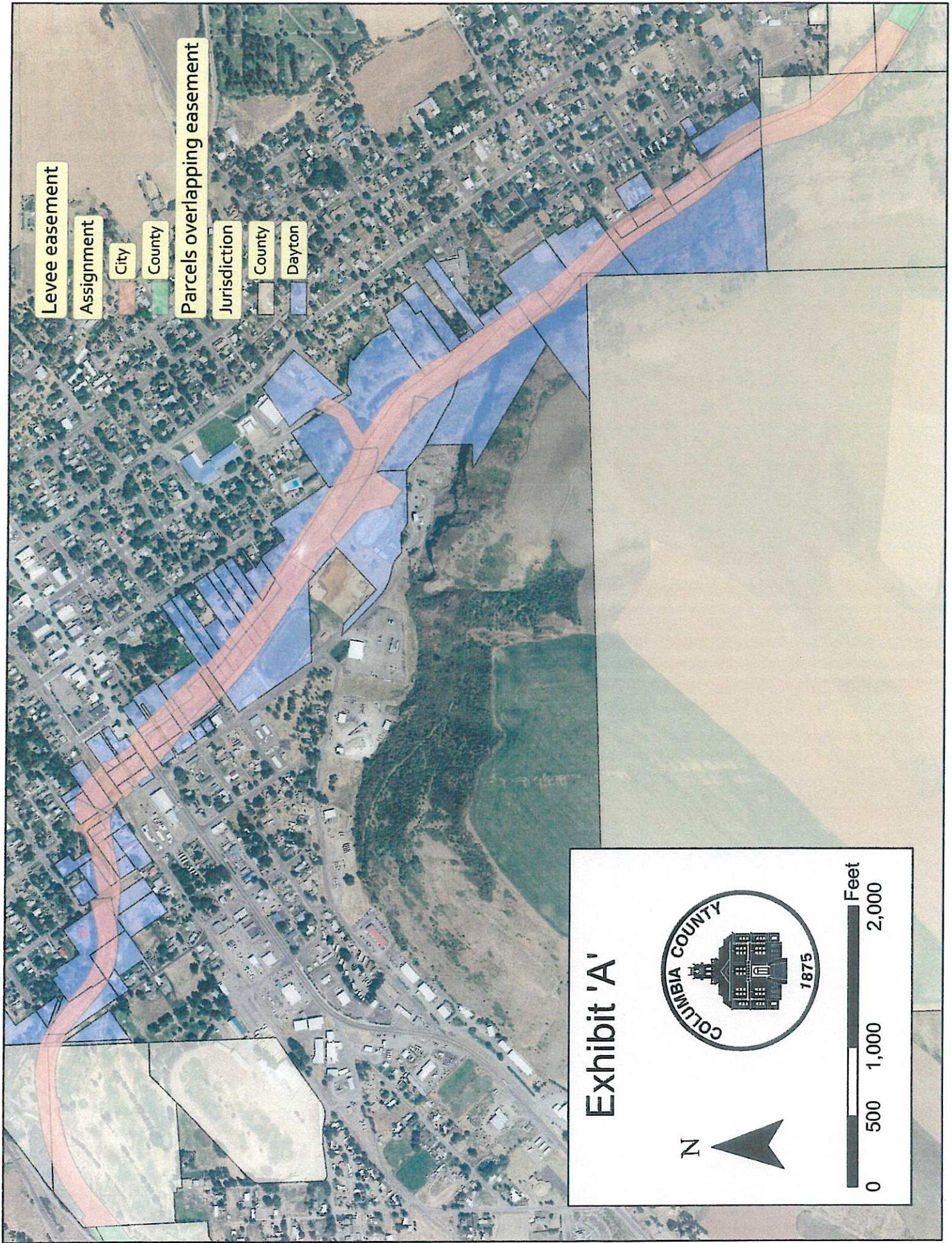
EXHIBIT A (CONT.)

Station	Width on Southerly Side (L) of Centerline	Width on Northerly Side (R) of Centerline
L ₂ 99+16.8± Along northerly right-of-way of Main Street	40'	
L ₂ 99+80	40'	
L ₂ 99+80	30'	
L ₂ 100+86.85	30'	
L ₂ 100+86.85	24.67 straight line	
R ₂ 99+47.99		25'
R ₂ 99+47.99		43.12' straight line
L ₂ 101+10	24.78'	
L ₂ 101+10	45'	
L ₂ 101+85	45'	
L ₂ 101+85	25.13' straight line	
R ₂ 100+18.1 PC		41.00 straight line
R ₂ 100+79.14 POC		42.19' along a 622.96' radius curve left
L ₂ 102+11.9 PC	25.25' straight line	
L ₂ 102+22.83 POC	25.17' along a 372.96 radius curve left	
L ₂ 103+01.81 POC	20.22'	
L ₂ 103+01.81 POC	30'	
R ₂ 102+55.54 POC		51.43' straight line
P2+48		15' LT
P1+44.6= R ₂ 103+44.0 POC		15' LT 15'
R ₂ 103+53.9± POC		15' straight line (building)
R ₂ 103+63.1± POC		25' (building)
R ₂ 103+88.03 POC		25' straight line
R ₂ 104+56.80 POC		44.69' straight line
L ₂ 104+70 POC		230'
L ₂ 104+70 POC		180' straight line
L ₂ 105+00		135'
L ₂ 107+00		135' straight line
L ₂ 109+69.67 POC BK	30' straight line	
L134+00 POT AH		49.17'
L134+00 POT AH		110'
L136+09.21 POC	35'	
L149+37.38 POT	35'	
L149+37.38 POT	55'	
L150+07.40 POT	55'	
L150+07.40 POT	35'	
L151+00 POC	35'	
L151+00 POC	40'	
L158+00 POT		110'

EXHIBIT A (CONT.)

Station	Width on Southerly Side (L) of Centerline	Width on Northerly Side (R) of Centerline
L158+00 POT		150'
L161+37.04 POC	40'	
L161+37.04 POC	75'	
L162+93.46 POC	75'	
L162+93.46 POC	40'	
L164+50 POC	40'	
L164+50 POC	60'	
L168+50 POC	60'	
L168+50 POC	50'	
TOGETHER WITH:		
R95+50 POT= MX0+29.12 POT (left 44.0')	30' along a 100.2' radius curve LT	
M0+61.98	47.81'	
M0+61.98	45'	
R68+34.29 POT= M1+29.82		50' 60'
Along 'M' line to westerly right-of-way of 2 nd Street	45'	60'

THE PARCELS OF LAND TO WHICH THIS DESCRIPTION APPLY CONTAIN 76.55 ACRES MORE OR LESS.



AFTER RECORDING RETURN TO:

Columbia County Public Works Department
P.O. Box 5
415 N. Guernsey Ave.
Dayton, WA 99328

Document Title: Assignment of Easement Rights
Grantor (Assignor): Columbia County, Washington
Grantee (Assignee): City of Dayton, Washington
Legal Description (abbreviated):

A Strip of Land lying in Sections 29, 30, 31 and 32 of T 10 N, R 39 E, and in Section 25 of T 10 N, R 38 E, W.M of variable width being a portion of the property described and recorded in said county. The said parcel being all that portion of said property lying within the boundaries of right-of-way hereinafter described with reference to Engineer's centerline of the Dayton Flood Control Project identified on US Engineers Map No. TO-51; on US Engineers Map TO-62; and revised on the 17th of May 1997, which the centerline of which is more particularly described in Exhibit A, Below.

Assessor's Tax Parcel ID#:

2-530-00-026-0000	2-530-00-047-0000	2-500-00-090-0000	2-500-00-038-0000
2-530-00-026-0010	2-530-00-055-0000	2-500-00-012-0000	2-500-00-054-0000
2-500-00-093-0000	2-530-00-010-0000	2-500-00-087-0000	2-500-00-061-0000
2-500-00-038-0000	2-500-00-054-0000		

Reference Nos. of Documents
Released or Assigned:

Book 39 Page 125	Book 39 Page 127	Book 39 Page 130	Book 39 Page 132
Book 39 Page 126	Book 39 Page 129	Book 39 Page 131	Book 39 Page 134
			Book 39 Page 135

Together with any and all other Easements and Right-of-Ways for the identified projects.

ASSIGNMENT OF EASEMENT RIGHTS

THIS ASSIGNMENT OF EASEMENT RIGHTS ("Assignment"), dated this 9th day of SEPTEMBER, 2020 (the "Effective Date"), is by COLUMBIA COUNTY, a Washington county ("Assignor") to the CITY OF DAYTON, a Washington municipal corporation ("Assignee").

RECITALS

A. Assignor, its successors and assigns received a perpetual Easement and Right-of-Way for entry and travel over the subject property, and to build, construct, reconstruct, and repair levees, embankments, revetments, canals, and any incidental works appurtenant thereto, situate, lying, and being in the County of Columbia, State of Washington, consisting of all that portion of property adjoining the Touchet River lying within the Dayton Flood Control Improvements indicated on the map attached hereto and by this reference incorporated herein, and including any vacated roads, streets or alleys which attach to said premises by operation of law, and the beds of adjacent streams, over, under and across the real property described in the Easement (the "Easement Area"). The Easement Area is attached hereto as **Exhibit A** and incorporated herein by this reference.

B. Assignee is a municipal corporation of the State of Washington. Assignee will be engaging in the construction, alteration, repair, and improvement of the Dayton Flood Control Improvements. The Easement Area is located within the areas which Assignee has need of access to complete work on the Levee, and would facilitate the provision of this necessary service to the People of City of Dayton.

C. Conversely, Assignor has need of access to easements currently held by Assignee, and will receive similar assignments of right as consideration herefore.

D. Assignor and Assignee have determined that it is in the best interests of the public for the Assignor to assign and transfer to Assignee, non-exclusive interest, rights and obligations in and under the Easement for Utilities, for the purposes of levee repairs.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment and Assumption of Easement Rights. Assignor hereby assigns, quitclaims, transfers and conveys to Assignee Assignor's non-exclusive right, title and interest in, to and under the Easement for Utilities, for the purpose of access to and from areas necessary for the work on the levee. The Assignee hereby assumes all of Assignor's obligations and duties under the Easement, to the extent that the obligations and duties relate to Assignee's use of the easement.

2. Hold Harmless and Indemnification. As a condition of Assignor entering into this Assignment of Easement Rights, Assignee agrees to defend, indemnify and hold harmless the Assignor, and all of its officials, employees, agents, contractors and consultants, from any and all claims, demands, suits, actions, damages, penalties, and liability of any kind, including injuries to persons or damages to property ("Claims"), which result from or arise out of the Assignee's use of the easement area pursuant to the Easement, including but not limited to Claims for damage to the Assignee's property caused by or resulting from the Assignor's travel and use of the easement.

3. Recording/Successors in Interest. This Assignment shall be recorded in the Columbia County Auditor's Office. This Assignment shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Assignment of Easement Rights as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

COLUMBIA COUNTY

CITY OF DAYTON

By: [Signature]
Print Name: CHARLES AMEREN
Its: Commissioner

By: [Signature]
Print Name: ZAC WEATHERFORD
Its: MAYOR

STATE OF WASHINGTON)
)ss.
COUNTY OF COLUMBIA)

I CERTIFY that I know or have satisfactory evidence that Zac Weatherford is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that was authorized to execute this instrument and acknowledged it as the Mayor of the CITY OF Dayton, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: September 9, 2020



Debra M Hays
Debra M Hays
(Print name)

NOTARY PUBLIC in and for the
State of Washington, residing at
Columbia County

My appointment expires: May 23, 2020

STATE OF WASHINGTON)
)ss.
COUNTY OF COLUMBIA)

I CERTIFY that I know or have satisfactory evidence that Charles Ameren is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that was authorized to execute this instrument and acknowledged it as the Chair of the Board of County Commissioners of Columbia County, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: September 10, 2020



Amber M Phinney
Amber M Phinney
(Print name)

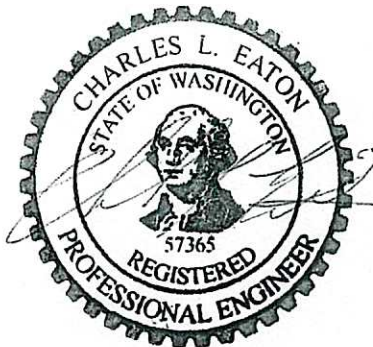
NOTARY PUBLIC in and for the
State of Washington, residing at
Columbia County

My appointment expires: 10-18-2020

EXHIBIT "A"
SUBJECT PROPERTY LEGAL DESCRIPTION

THE PARCELS OF LAND THIS DEED ASSIGNMENT APPLIES TO IS ALL RIGHT-OF-WAY AND EASEMENTS DEEDS IN THE NAME OF THE ASSIGNOR WITHIN THE DAYTON FLOOD CONTROL LEVEE PROJECT AS DESCRIBED ON THE ATTACHED CENTERLINE AND OFFSET LEGAL DESCRIPTION.

SAID ASSIGNMENTS ARE GENERLY LYING BETWEEN THE APPROXIMATE STATION R24+50 BOP AND APPROXIMATE STATION R 44+86 POT BK, TOGETHER WITH BETWEEN THE APPROXIMATE STATION L159+74 AND L187+34.3 EOP.



DATED 9-9-2020
COLUMBIA COUNTY, COUNTY ENGINEER
DAYTON FLOOD CONTROL LEGAL DESTRIPTION EXHIBIT A, PAGE 1 OF 7

EXHIBIT A (CONT.)

DAYTON FLOOD RISK REDUCTION PROJECT

A PARCEL OF LAND LYING IN SECTIONS 29, 30, 31 AND 32 TOWNSHIP 10 NORTH, RANGE 39 EAST, WILLAMETTE MERIDIAN; AND IN SECTION 25 TOWNSHIP 10 NORTH, RANGE 38 EAST, WILLAMETTE MERIDIAN; IN COLUMBIA COUNTY, WASHINGTON, AND BEING PORTION OF PROPERTIES DESCRIBED AND RECORDED IN SAID COUNTY. THE SAID PARCEL BEING ALL THAT PORTION LYING WITHIN THE BOUNDARIES OF RIGHT-OF-WAY HEREIN DESCRIBED WITH REFERENCE TO ENGINEER'S CENTERLINE OF THE DAYTON FLOOD CONTROL IMPROVEMENTS, WHICH CENTERLINE DESCRIBED AS FOLLOWS:

RIGHT BANK CENTERLINE

BEGINNING AT ENGINEER'S CENTERLINE STATION (HEREINAFTER CALLED STATION) R24+50; THENCE S83°34'W, 575.6 FEET TO STATION R30+25.6 PC; THENCE AN ARC DISTANCE OF 391.0 FEET ON A 10 DEGREE CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 39°06' TO STATION R34+16.6 PT; THENCE N57°20'W, 1,069.4 FEET TO STATION R44+86.0 POT BK, SAID POINT BEING EQUAL TO STATION R20+12.0 POT AH; THENCE N57°15'W, 99.4 FEET TO STATION R21+11.4 PC; THENCE AN ARC DISTANCE OF 93.3 FEET ON A 14 DEGREE CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 13°04', TO STATION R22+04.7 PT; THENCE N44°11'W, 434.3 FEET TO STATION R26+39.0 PC; THENCE AN ARC DISTANCE OF 312.9 FEET ON AN 8 DEGREE CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 25°02', TO STATION R29+51.9 PT; THENCE N19°9'W, 305.3 FEET TO STATION R32+57.2 PC; THENCE AN ARC DISTANCE OF 232.2 FEET ON A 10 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 23°13', TO STATION R34+89.4 PT; THENCE N42°22'W, 271.5 FEET TO STATION R37+60.9 PC; THENCE AN ARC DISTANCE OF 208.9 FEET ON A 6 DEGREE CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 12°32', TO STATION R39+69.8 PT; THENCE N 29°50'W, 75.07 FEET TO STATION R40+44.87 POT BK, SAID POINT BEING RIGHT 7.71 FEET OF STATION R65+92.1 POT AH; THENCE N26°24'W 100 FEET TO STATION R66+92.1 PC; THENCE AN ARC DISTANCE OF 478.9 FEET ON A 3 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 14°22', TO STATION R71+71.0 PT; THENCE N40°46'W, 353.2 FEET TO STATION R75+24.2 PC; THENCE AN ARC DISTANCE OF 202.7 FEET ON A 3 DEGREE CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 6°05' TO STATION R77+26.9 PT; THENCE N34°41'W, 3.1 FEET TO STATION R77+30.0 POT BK, SAID POINT BEING EQUAL TO STATION R52+23.0 POC AH HAVING AN ANGLE RT OF 0°45'41"; THENCE AN ARC DISTANCE OF 15.4 FEET ON A 6 DEGREE CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 0°55'19" TO STATION R52+38.4 PT THENCE N33°00'W, 1,006.7 FEET TO STATION R62+45.1 PC; THENCE AN ARC DISTANCE OF 409.0 FEET ON A 5 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 20°27' TO STATION R66+54.1 PT; THENCE N53°27'W, 345.9 FEET TO STATION R70+00.0 POT BK, SAID POINT BEING RIGHT 1.63 FEET TO STATION R95+28.06 POT AH; THENCE N53°20'W, 1,438.64 FEET TO STATION R109+66.7 PC; THENCE AN ARC LENGTH OF 567.5 FEET ON A 2 DEGREE CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 11°21' TO STATION R 115+34.2 PT; THENCE N41°59'W, 542.0 FEET TO STATION R120+76.2 POT BK, SAID POINT BEING EQUAL TO STATION R₂96+73.3 (6'RT) POT AH; THENCE N41°58'W, 344.8 FEET TO STATION R₂100+18.1 PC; THENCE AN ARC DISTANCE OF 203.1 ON A 9 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 18°17' TO STATION R₂102+21.2PT; THENCE N60°15'W, 21.3 FEET TO STATION R₂102+42.5 PC; THENCE AN ARC DISTANCE OF 232.5 FEET ON A 16 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 37°12' TO STATION R₂104+75.0 PT, SAID POINT BEING THE END OF THE RIGHT BANK CENTERLINE.

EXHIBIT A (CONT.)

LEFT BANK CENTERLINE

BEGINNING AT STATION L100+70.0, SAID POINT BEING 184.15 FEET LEFT OF STATION R100+93.9 POT; THENCE N38°20'W, 48.2 FEET TO STATION L101+18.2 PC; THENCE AN ARC DISTANCE OF 166.7 FEET ON A 9 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 15°00' TO STATION L102+84.9 PT THENCE N53°20'W, 709.7 FEET TO STATION L109+94.6 PC; THENCE AN ARC DISTANCE OF 501.7 FEET ON A 2 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 10°02' TO STATION L114+96.3 PT; THENCE N43°18'W, 616.7 FEET TO STATION L121+13.0 POT BK, SAID POINT BEING EQUAL TO STATION L298+45.31 POT AH; THENCE N43°25'W, 366.59 FEET TO STATION L2102+11.9 PC; THENCE AN ARC DISTANCE OF 279.6 FEET ON A 20 DEGREE CURVE LEFT, HAVING A DELTA ANGLE OF 55°55' TO STATION L2104+91.5 PT; THENCE S80°40'W, 201.3 FEET TO STATION L2106+92.8 PC; THENCE AN ARC DISTANCE OF 276.87 FEET ON A 5 DEGREE CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 14°01' TO STATION L2109+69.67 POC BK, SAID POINT BEING EQUAL TO STATION L134+00.0 (52.15 FEET LEFT) POT AH; THENCE S81°23'W, 191.3 FEET TO STATION L135+91.3 PC; THENCE AN ARC DISTANCE OF 528.2 FEET ON A 10 DEGREE CURVE TO THE RIGHT, HAVING A DELTA OF 52°49' TO STATION L141+19.5 PT; THENCE N45°48'W, 225.6 FEET TO STATION L143+45.1 PC; THENCE AN ARC DISTANCE OF 506.0 FEET ON A 10 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 50°36' TO STATION L148+51.1 PT; THENCE S83°36'W, 208.8 FEET TO STATION L150+59.9 PC; THENCE AN ARC DISTANCE OF 649.7 FEET ON A 5 DEGREE CURVE TO THE LEFT HAVING A DELTA ANGLE OF 32°29' TO STATION L157+09.6 PT; THENCE S51°07'W, 413.3 FEET TO STATION L161+22.9 PC; THENCE AN ARC DISTANCE OF 369.5 FEET ON A 7 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 25°52' TO STATION L164+92.4 PT; THENCE S25°15'W, 112.4 FEET TO STATION L166+04.8 PC; THENCE AN ARC DISTANCE OF 252.6 FEET ON AN 11 DEGREE CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 27°47' TO STATION L168+57.4 PT BK, SAID POINT BEING EQUAL TO STATION L169+28.8 POT AH; THENCE S53°02'W, 11.5 FEET TO STATION L169+40.3 PC; THENCE AN ARC DISTANCE OF 560.0 FEET ON A 5 DEGREE CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 28°00' TO STATION L175+00.3 PT; THENCE S81°02'W, 143.7 FEET TO STATION L176+44.0 PC; THENCE AN ARC DISTANCE OF 438.9 FEET ON A 9 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 39°30' TO STATION L180+82.9 PT; THENCE S41°32'W, 651.4 FEET TO STATION L187+34.3 POT, SAID POINT BEING THE END OF THE LEFT BANK CENTERLINE.

PATIT CENTERLINE

BEGINNING AT STATION P1+44.6 PC, SAID POINT BEING EQUAL TO STATION R2103+44.0 POC AH AND PROCEEDING BACK ON LINE; THENCE AN ARC LENGTH OF 25.7 FEET ON A 117 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 30°06' TO STATION P1+70.3 PT; THENCE N74°14'E, 49.7 FEET TO STATION P2+20.0; THENCE N56°49'E, 28.0 FEET TO STATION P2+48.0, SAID POINT BEING END OF PATIT CENTERLINE.

MUSTARD CENTERLINE

BEGINNING AT STATION M0+00.0, SAID POINT BEING 20.0 FEET LEFT OF STATION R69+72.5 POT; THENCE S89°31'E, 39.2 FEET TO STATION M0+39.2 PC; THENCE AN ARC DISTANCE OF 66.8 FEET ON A 43 DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 28°43' TO STATION M1+06.0 PT; THENCE N61°46'E, 210.0 FEET TO STATION M3+16.0 PC; THENCE AN ARC DISTANCE OF 59.4 FEET ON A 57

EXHIBIT A (CONT.)

DEGREE CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 33°52' TO STATION M3+75.6; THENCE N27°54'E, 103.8 FEET TO STATION M4+79.4, SAID POINT BEING THE END OF THE MUSTARD CENTERLINE.

SAID PARCEL WITH RIGHT-OF-WAY WIDTHS MEASURED FROM THE ABOVE DESCRIBED CENTERLINES AS FOLLOWS: RIGHT-OF-WAY LINES RUN PARALLEL TO THE CENTERLINE EXCEPT WHERE NOTED.

Station	Width on Southerly Side (L) of Centerline	Width on Northerly Side (R) of Centerline
R24+50	150'	40'
R20+12 POT AH		40'
R20+12 POT AH		50'
R65+92.1 POT AH		50'
R65+92.1 POT AH		115.94'
R66+82.1 POT		118.47'
R66+82.1 POT		40'
R52+23.0 POC AH		40'
R52+23.0 POC AH		50'
R56+00.0 POT	150'	
R56+00.0 POT	170'	
R68+34.29 POT		50' straight line
R70+00 POT BK	170'	
R70+00 POT BK	400 straight line	
R95+28.06 POT AH		30'
R97+67.25 POT	398.86' straight line	
R99+27.51 POT	269.19' straight line	
L100+70	40'	
L103+50	40'	
L103+50	50'	
R113+50		30'
R113+50		50'
L118+32.42± Along northerly right-of-way of Clay Street		50'
L118+32.42± Along northerly right-of-way of Clay Street		30'
R297+31.3± Along northerly right-of-way of Main Street		43.98'
R297+31.3± Along northerly right-of-way of Main Street		25'
L299+16.8± Along northerly right-of-way of Main Street	29.82'	

EXHIBIT A (CONT.)

Station	Width on Southerly Side (L) of Centerline	Width on Northerly Side (R) of Centerline
L ₂ 99+16.8± Along northerly right-of-way of Main Street	40'	
L ₂ 99+80	40'	
L ₂ 99+80	30'	
L ₂ 100+86.85	30'	
L ₂ 100+86.85	24.67 straight line	
R ₂ 99+47.99		25'
R ₂ 99+47.99		43.12' straight line
L ₂ 101+10	24.78'	
L ₂ 101+10	45'	
L ₂ 101+85	45'	
L ₂ 101+85	25.13' straight line	
R ₂ 100+18.1 PC		41.00 straight line
R ₂ 100+79.14 POC		42.19' along a 622.96' radius curve left
L ₂ 102+11.9 PC	25.25' straight line	
L ₂ 102+22.83 POC	25.17' along a 372.96 radius curve left	
L ₂ 103+01.81 POC	20.22'	
L ₂ 103+01.81 POC	30'	
R ₂ 102+55.54 POC		51.43' straight line
P2+48		15' LT
P1+44.6= R ₂ 103+44.0 POC		15' LT 15'
R ₂ 103+53.9± POC		15' straight line (building)
R ₂ 103+63.1± POC		25' (building)
R ₂ 103+88.03 POC		25' straight line
R ₂ 104+56.80 POC		44.69' straight line
L ₂ 104+70 POC		230'
L ₂ 104+70 POC		180' straight line
L ₂ 105+00		135'
L ₂ 107+00		135' straight line
L ₂ 109+69.67 POC BK	30' straight line	
L134+00 POT AH		49.17'
L134+00 POT AH		110'
L136+09.21 POC	35'	
L149+37.38 POT	35'	
L149+37.38 POT	55'	
L150+07.40 POT	55'	
L150+07.40 POT	35'	
L151+00 POC	35'	
L151+00 POC	40'	
L158+00 POT		110'

EXHIBIT A (CONT.)

Station	Width on Southerly Side (L) of Centerline	Width on Northerly Side (R) of Centerline
L158+00 POT		150'
L161+37.04 POC	40'	
L161+37.04 POC	75'	
L162+93.46 POC	75'	
L162+93.46 POC	40'	
L164+50 POC	40'	
L164+50 POC	60'	
L168+50 POC	60'	
L168+50 POC	50'	
TOGETHER WITH:		
R95+50 POT= MX0+29.12 POT (left 44.0')	30' along a 100.2' radius curve LT	
M0+61.98	47.81'	
M0+61.98	45'	
R68+34.29 POT= M1+29.82		50' 60'
Along 'M' line to westerly right-of-way of 2 nd Street	45'	60'

THE PARCELS OF LAND TO WHICH THIS DESCRIPTION APPLY CONTAIN 76.55 ACRES MORE OR LESS.

Exhibit 'A'



0 250 500 1,000 Feet

N

0 175 350 700 Feet

Levee easement

Assignment

City

County

Parcels overlapping easement

Jurisdiction

County

Dayton