

**RESOLUTION NO. 1434**

**A RESOLUTION OF THE CITY OF DAYTON, WASHINGTON, AUTHORIZING A  
TEMPORARY CONSTRUCTION EASEMENT TO COLUMBIA COUNTY FOR THE  
COMPLETION OF THE ARMY CORPS OF ENGINEERS TOUCHET RIVER LEVEE  
REHABILITATION PROJECT – STAR BRIDGE LEVEE SEGMENT**

**WHEREAS**, the City of Dayton is the owner of a certain parcel of land located in Columbia County, Washington ("Property"); and

**WHEREAS**, Columbia County is considering construction of what is known as the Army Corps of Engineers Dayton Levee Rehabilitation Project ("Project"), an improvement project to the existing Dayton Flood Control Improvements; and

**WHEREAS**, it has been found necessary, in the construction and improvement of the Dayton Flood Control Improvements, to acquire certain surface rights and privileges on, across, and over a portion of said property.

**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 a temporary construction easement to Columbia, attached hereto as Exhibit A and incorporated herein by reference, for the completion of the Army Corps of Engineers Touchet River Levee Rehabilitation Project – Star Bridge Levee Segment.

**SECTION 2. EXECUTION OF AGREEMENT.** The Mayor is hereby authorized to execute the temporary construction easement on behalf of the City of Dayton.

**SECTION 3.** 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 4. 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

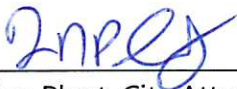
  
Zac Weatherford, Mayor

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

CITY of DAYTON  
SEP 16 2020  
PLANNING DEPARTMENT

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Grantor (Owner):	City of Dayton, Washington
Grantee:	Columbia County, Washington
Legal Description (Abbreviated):	T 10 N, R 39 E, Section 33, Tax 4
Assessor's Parcel No.:	2-010-39-033-3350
Project:	STAR BRIDGE LEVEE REHABILITATION PROJECT 80-280

### TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT is granted this 9<sup>TH</sup> day of September, 2020, by the City of Dayton, a Washington municipal corporation, hereinafter referred to as "Grantor", to Columbia County, a political subdivision of the State of Washington, hereinafter referred to as "Grantee".

WHEREAS, The Grantor is the owner of a certain parcel of land located in Columbia County, Washington ("Property"); and

WHEREAS, the Grantee is considering construction of what is known as the Dayton Levee Rehabilitation Project ("Project"), an improvement project to the existing Dayton Flood Control Improvements; and

WHEREAS, it has been found necessary, in the construction and improvement of the Dayton Flood Control Improvements, to acquire certain surface rights and privileges on, across, and over a portion of said property; and

WHEREAS, the Grantor hereby represents and warrants to the Grantee that it has sufficient property interests in the Property to grant this Temporary Construction Easement to Grantor, and the legal authority to remove encroachments, that there are no easement, covenants, restrictions, encumbrances or defects on or to the title of the Property that will in any way affect or impair the Grantor or Grantee's ability to perform their respective obligations under this Agreement.

NOW THEREFORE, for and in consideration of the payment herein set forth and the specific agreements to be performed by the parties hereto, the parties hereto bind themselves to the terms and conditions as follows:

1. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT:** Grantor, for themselves and for their successors and assigns, conveys and grants to Grantee, a temporary, non-exclusive, easement and right-of-way, in, on, over and across the land described below and shown on the attached location map, Exhibit A, and incorporated herein by this reference, for a period not less than that determined to be required to complete the project construction, beginning with the date possession of the land is granted to the Grantee for use by the Grantee or United States, its representatives, agents, and contractors as a work area, including the right to deposit fill thereon, move, store, and remove equipment and supplies, and erect and remove temporary structures on



the land, and to perform any other work necessary and incident to the construction of the Project, together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easement for public roads and highways, public utilities, railroad, pipelines, and flood control improvements.

Grantee shall within this temporary Construction Easement, return the property to a condition that is uniform, smooth, safe and sightly as practicable with the materials available.

## **2. COMPENSATION FOR LAND AND IMPROVEMENTS**

The Grantor, for and in consideration of the benefit to the City of Dayton of the Dayton Levee Improvements, agrees to a Temporary Construction Easement to Columbia County by this document as follows:

A Temporary Construction Easement consisting of that portion of the property being the northerly 50 feet, parallel with the northerly property line, consisting of 0.25 acres more or less per the attached Exhibit 'A'.

Grantor understands that the donation of a portion of the property to Columbia County for public use is made voluntarily and with full knowledge of entitlement to receive just compensation. Grantor understands that he/they have the right to request an appraisal of the property, and hereby waive that right.

## **3. TERM OF THIS AGREEMENT**

This Agreement for this Temporary Construction Easement expires December 31, 2021 or until the Levee Rehabilitation is physically complete, whichever occurs first.

It is understood and agreed that the delivery of this Easement is tendered and that the terms and obligations hereof shall not become binding upon Grantee unless and until accepted and approved in writing by the Grantee.

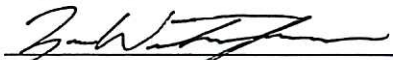
## **4. ACCESS AND ENCROACHMENTS**

The Grantor hereby grants to the Grantee and its employees, agents, representatives, invitees, consultants, contractors and subcontractors performing the work on behalf of Grantee the following access rights to the Grantor's real property:

- a. The non-exclusive right and license to enter onto real properties of the Grantor to analyze, assess, investigate, inspect, measure, survey, study and gather information for purpose of construction of the Project, including but not limited to completing borings and other subsurface investigations. This right and license shall begin upon the effective date of this agreement and continues throughout the term of this Easement.
- b. The exclusive right and license to enter onto, and take actions on, real properties of the Grantor necessary for construction of the Project and completion of the Contract. This right and license shall begin upon issuance of the Notice to Proceed for the construction of the Project and continue until completion of the Project. This right and license shall not be exclusive of Grantor's right to enter the properties for the purpose of inspections or other actions necessary to implement this agreement, or for any other purpose, provided that the Grantor's entry onto the property shall not impair, impede or delay construction of the Project.
- c. The Grantor hereby represents and warrants to the Grantee that it has sufficient property interests and the legal authority to remove Encroachments; and that there are no easements, covenants, restrictions, encumbrances or defects on or to the title of the

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year as written below.

City of Dayton

ZW   
Zack Weatherford  
Mayor

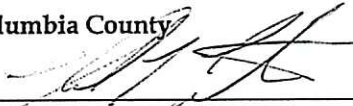
09/09/2020  
Date

Attest/ Authenticate:

  
Trina Cole  
City Administrator

09/09/2020  
Date

Columbia County

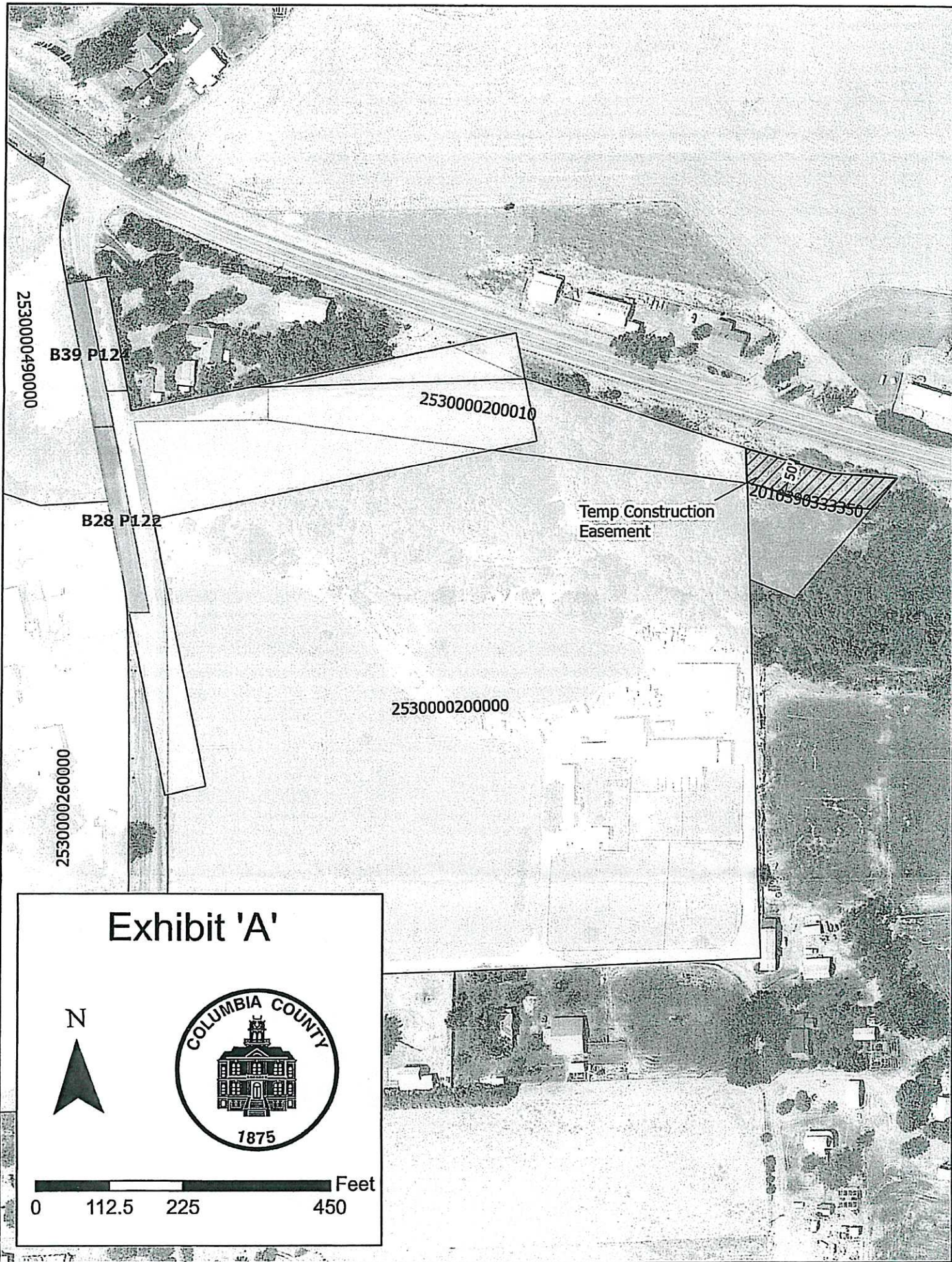
  
Approved Authority

CHARLES EATON, PE  
Name

COUNTY ENGINEER  
Title

SEP 10, 2020  
Date





# Exhibit 'A'



0 112.5 225 450 Feet



AFTER RECORDING RETURN TO:

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

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Grantor (Owner):	City of Dayton, Washington
Grantee:	Columbia County, Washington
Legal Description (Abbreviated):	T 10 N, R 38 E, Section 25, Tax 54 & 55
Assessor's Parcel No.:	2-500-00-054-0000
Project:	DAYTON LEVEE REHABILITATION PROJECT 80-270

### TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT is granted this 4<sup>th</sup> day of August, 2020, by the City of Dayton, a Washington municipal corporation, hereinafter referred to as "Grantor", to Columbia County, a political subdivision of the State of Washington, hereinafter referred to as "Grantee".

WHEREAS, The Grantor is the owner of a certain parcel of land located in Columbia County, Washington ("Property"); and

WHEREAS, the Grantee is considering construction of what is known as the Dayton Levee Rehabilitation Project ("Project"), an improvement project to the existing Dayton Flood Control Improvements; and

WHEREAS, it has been found necessary, in the construction and improvement of the Dayton Flood Control Improvements, to acquire certain surface rights and privileges on, across, and over a portion of said property; and

WHEREAS, the Grantor hereby represents and warrants to the Grantee that it has sufficient property interests in the Property to grant this Temporary Construction Easement to Grantor, and the legal authority to remove encroachments, that there are no easement, covenants, restrictions, encumbrances or defects on or to the title of the Property that will in any way affect or impair the Grantor or Grantee's ability to perform their respective obligations under this Agreement.

NOW THEREFORE, for and in consideration of the payment herein set forth and the specific agreements to be performed by the parties hereto, the parties hereto bind themselves to the terms and conditions as follows:

1. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT:** Grantor, for themselves and for their successors and assigns, conveys and grants to Grantee, a temporary, non-exclusive, easement and right-of-way, in, on, over and across the land described below and shown on the attached location map, Exhibit A, and incorporated herein by this reference, for a period not less than that determined to be required to complete the project construction, beginning with the date possession of the land is granted to the Grantee for use by the Grantee or United States, its representatives, agents, and contractors as a work area, including the right to deposit fill thereon, move, store, and remove equipment and supplies, and erect and remove temporary structures on the land, and to perform any other work necessary and incident to the construction of the Project,

together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easement for public roads and highways, public utilities, railroad, pipelines, and flood control improvements.

Grantee shall within this temporary Construction Easement, return the property to a condition that is uniform, smooth, safe and sightly as practicable with the materials available.

## **2. COMPENSATION FOR LAND AND IMPROVEMENTS**

The Grantor, for and in consideration of the benefit to the City of Dayton of the Dayton Levee Improvements, agrees to a Temporary Construction Easement to Columbia County by this document as follows:

A Temporary Construction Easement consisting of that portion of the property lying northerly of a line 260 feet north and parallel with the south property line and bounded on the north by the existing Dayton Flood Control Right-of-Way, consisting of 2.04 acres more or less per the attached Exhibit 'A'. Together with access rights through the subject parcel to Stockton Road.

Grantor understands that the donation of a portion of the property to Columbia County for public use is made voluntarily and with full knowledge of entitlement to receive just compensation. Grantor understands that he/they have the right to request an appraisal of the property, and hereby waive that right.

## **3. TERM OF THIS AGREEMENT**

This Agreement for this Temporary Construction Easement expires **December 31, 2021** or until the Levee Rehabilitation is physically complete, whichever occurs first.

It is understood and agreed that the delivery of this Easement is tendered and that the terms and obligations hereof shall not become binding upon Grantee unless and until accepted and approved in writing by the Grantee.

## **4. ACCESS AND ENCROACHMENTS**

The Grantor hereby grants to the Grantee and its employees, agents, representatives, invitees, consultants, contractors and subcontractors performing the work on behalf of Grantee the following access rights to the Grantor's real property:

- a. The non-exclusive right and license to enter onto real properties of the Grantor to analyze, assess, investigate, inspect, measure, survey, study and gather information for purpose of construction of the Project, including but not limited to completing borings and other subsurface investigations. This right and license shall begin upon the effective date of this agreement and continues throughout the term of this Easement.
- b. The exclusive right and license to enter onto, and take actions on, real properties of the Grantor necessary for construction of the Project and completion of the Contract. This right and license shall begin upon issuance of the Notice to Proceed for the construction of the Project and continue until completion of the Project. This right and license shall not be exclusive of Grantor's right to enter the properties for the purpose of inspections or other actions necessary to implement this agreement, or for any other purpose, provided that the Grantor's entry onto the property shall not impair, impede or delay construction of the Project.
- c. The Grantor hereby represents and warrants to the Grantee that it has sufficient property interests and the legal authority to remove Encroachments; and that there are no easements, covenants, restrictions, encumbrances or defects on or to the title of the



Property that will in any way affect or impair the Grantee's or the Grantor's ability to perform their respective obligations under this Agreement.

- d. If the Grantee's Contractor removes Encroachments in accordance with the Grantor's direction, the Grantor shall protect, defend, indemnify and hold harmless the Grantee, its officers, officials, employees, agents, Contractor and subcontractors, while acting within the scope of their employment as such, from and all suits, costs, claims, actions, losses, penalties; judgements, and/or awards of damages arising from removal of said Encroachments except when caused by the negligence or recklessness of the Grantee, its officers, officials, employees, agents, Contractor and subcontractors.

## 5. GENERAL PROVISIONS

- a. **Indemnification:** Each party to this agreement shall defend, indemnify, and hold the other party, including its agents and employees, harmless from claims, actions, injuries, damages, losses or suits, including attorney's fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this agreement to the extent caused by the fault or negligence of the indemnitor, or its agents or employees. Should a court of competent jurisdiction invalidate in whole or in part any law, rule, code, or ordinance under which the County provides services under this Agreement, the City shall defend and hold harmless the County, its officials, employees and representatives. Each party herein represents to the other that it is sufficiently self-insured, is a member of a collective risk pool, or has insurance that covers the activities pursuant to this Agreement. A party shall provide proof of such insurance coverage upon demand by the other party.
- b. **Insurance:** Each Party shall maintain for the duration of each Party's liability exposures under this Agreement, self-insurance against claims for injuries to persons or damage to property, which may arise from or in connection with performance of work hereunder by each Party, their agents, representatives, employees, contractors or subcontractors.
- c. **Joint Drafting Effort:** This Agreement shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.
- d. **Exhibits:** All Exhibits referenced in this Argument are incorporated by reference as if fully set forth herein.
- e. **Entire Agreement:** This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- f. **Amendment:** This Agreement may be amended only by an instrument in writing, duly executed by both Parties.
- g. **Relationship of the Parties:** The Parties execute and implement this Agreement as separate entities. No partnership, joint venture or joint undertaking shall be construed from this Agreement.
- h. **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Washington.
- i. **Survivability:** The provisions of Sections 4 and 5b shall survive termination of this Agreement.

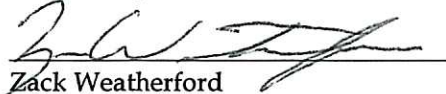
## 6. COMPENSATION

In and for the consideration of the sum of Sixteen Dollars (\$16.00) and other good and valuable consideration identified, the receipt and sufficiency of which is acknowledged and made within the payment per the Right-of-way Agreement

Each Party executing this Agreement represents that the Party has the authority to execute the Agreement and to comply with all terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year as written below.

City of Dayton



Zack Weatherford

Mayor

08/04/2020  
Date

Attest/ Authenticate:



Trina Cole

City Administrator

8/4/2020  
Date

Columbia County



Approved Authority

CHARLES L. EATON, PE  
Name

COUNTY ENGINEER  
Title

8/4/2020  
Date



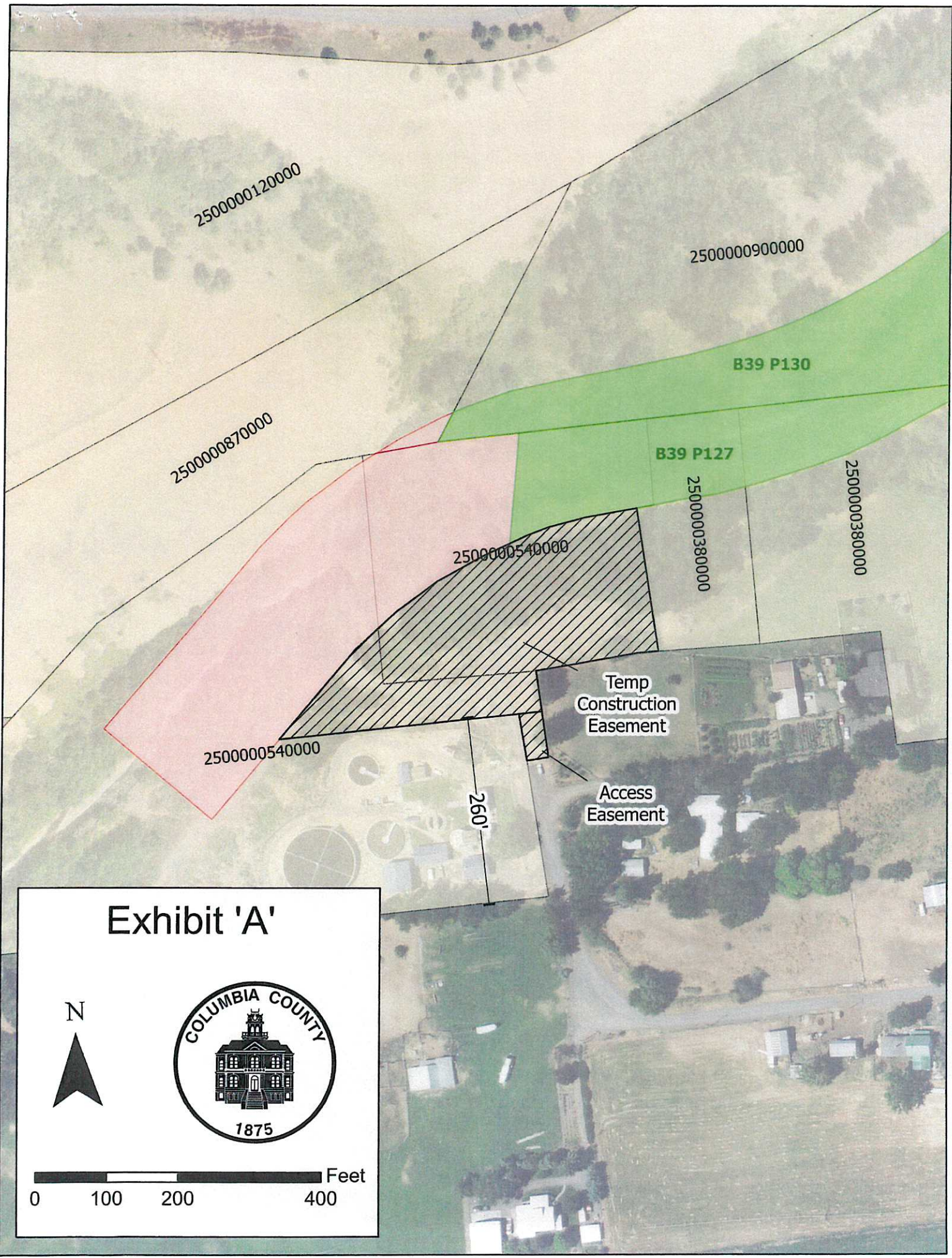
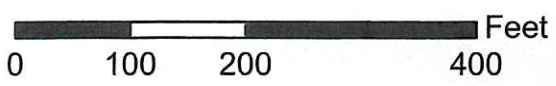


Exhibit 'A'





AFTER RECORDING RETURN TO:

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

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Grantor (Owner):	City of Dayton, Washington
Grantee:	Columbia County, Washington
Legal Description (Abbreviated):	T 10 N, R 39 E, Section 32, Tax 4
Assessor's Parcel No.:	2-500-00-004-0000
Project:	DAYTON LEVEE REHABILITATION PROJECT 80-270

### TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT is granted this 4<sup>th</sup> day of August, 2020, by the City of Dayton, a Washington municipal corporation, hereinafter referred to as "Grantor", to Columbia County, a political subdivision of the State of Washington, hereinafter referred to as "Grantee".

WHEREAS, The Grantor is the owner of a certain parcel of land located in Columbia County, Washington ("Property"); and

WHEREAS, the Grantee is considering construction of what is known as the Dayton Levee Rehabilitation Project ("Project"), an improvement project to the existing Dayton Flood Control Improvements; and

WHEREAS, it has been found necessary, in the construction and improvement of the Dayton Flood Control Improvements, to acquire certain surface rights and privileges on, across, and over a portion of said property; and

WHEREAS, the Grantor hereby represents and warrants to the Grantee that it has sufficient property interests in the Property to grant this Temporary Construction Easement to Grantor, and the legal authority to remove encroachments, that there are no easement, covenants, restrictions, encumbrances or defects on or to the title of the Property that will in any way affect or impair the Grantor or Grantee's ability to perform their respective obligations under this Agreement.

NOW THEREFORE, for and in consideration of the payment herein set forth and the specific agreements to be performed by the parties hereto, the parties hereto bind themselves to the terms and conditions as follows:

1. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT:** Grantor, for themselves and for their successors and assigns, conveys and grants to Grantee, a temporary, non-exclusive, easement and right-of-way, in, on, over and across the land described below and shown on the attached location map, Exhibit A, and incorporated herein by this reference, for a period not less than that determined to be required to complete the project construction, beginning with the date possession of the land is granted to the Grantee for use by the Grantee or United States, its representatives, agents, and contractors as a work area, including the right to deposit fill thereon, move, store, and remove equipment and supplies, and erect and remove temporary structures on



the land, and to perform any other work necessary and incident to the construction of the Project, together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easement for public roads and highways, public utilities, railroad, pipelines, and flood control improvements.

Grantee shall within this temporary Construction Easement, return the property to a condition that is uniform, smooth, safe and sightly as practicable with the materials available.

## **2. COMPENSATION FOR LAND AND IMPROVEMENTS**

The Grantor, for and in consideration of the benefit to the City of Dayton of the Dayton Levee Improvements, agrees to a Temporary Construction Easement to Columbia County by this document as follows:

A Temporary Construction Easement consisting of that portion of the property being the easterly 150 feet, parallel with the easterly property line, consisting of 1.36 acres more or less per the attached Exhibit 'A'. Together with access rights through the subject parcel and the adjoining parcel, 1-120-13-050-0000, to S. 2<sup>nd</sup> street.

Grantor understands that the donation of a portion of the property to Columbia County for public use is made voluntarily and with full knowledge of entitlement to receive just compensation. Grantor understands that he/they have the right to request an appraisal of the property, and hereby waive that right.

## **3. TERM OF THIS AGREEMENT**

This Agreement for this Temporary Construction Easement expires December 31, 2021 or until the Levee Rehabilitation is physically complete, whichever occurs first.

It is understood and agreed that the delivery of this Easement is tendered and that the terms and obligations hereof shall not become binding upon Grantee unless and until accepted and approved in writing by the Grantee.

## **4. ACCESS AND ENCROACHMENTS**

The Grantor hereby grants to the Grantee and its employees, agents, representatives, invitees, consultants, contractors and subcontractors performing the work on behalf of Grantee the following access rights to the Grantor's real property:

- a. The non-exclusive right and license to enter onto real properties of the Grantor to analyze, assess, investigate, inspect, measure, survey, study and gather information for purpose of construction of the Project, including but not limited to completing borings and other subsurface investigations. This right and license shall begin upon the effective date of this agreement and continues throughout the term of this Easement.
- b. The exclusive right and license to enter onto, and take actions on, real properties of the Grantor necessary for construction of the Project and completion of the Contract. This right and license shall begin upon issuance of the Notice to Proceed for the construction of the Project and continue until completion of the Project. This right and license shall not be exclusive of Grantor's right to enter the properties for the purpose of inspections or other actions necessary to implement this agreement, or for any other purpose, provided that the Grantor's entry onto the property shall not impair, impede or delay construction of the Project.
- c. The Grantor hereby represents and warrants to the Grantee that it has sufficient property interests and the legal authority to remove Encroachments; and that there are no easements, covenants, restrictions, encumbrances or defects on or to the title of the



Property that will in any way affect or impair the Grantee's or the Grantor's ability to perform their respective obligations under this Agreement.

- d. If the Grantee's Contractor removes Encroachments in accordance with the Grantor's direction, the Grantor shall protect, defend, indemnify and hold harmless the Grantee, its officers, officials, employees, agents, Contractor and subcontractors, while acting within the scope of their employment as such, from and all suits, costs, claims, actions, losses, penalties; judgements, and/or awards of damages arising from removal of said Encroachments except when caused by the negligence or recklessness of the Grantee, its officers, officials, employees, agents, Contractor and subcontractors.

## 5. GENERAL PROVISIONS

- a. **Indemnification:** Each party to this agreement shall defend, indemnify, and hold the other party, including its agents and employees, harmless from claims, actions, injuries, damages, losses or suits, including attorney's fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this agreement to the extent caused by the fault or negligence of the indemnitor, or its agents or employees. Should a court of competent jurisdiction invalidate in whole or in part any law, rule, code, or ordinance under which the County provides services under this Agreement, the City shall defend and hold harmless the County, its officials, employees and representatives. Each party herein represents to the other that it is sufficiently self-insured, is a member of a collective risk pool, or has insurance that covers the activities pursuant to this Agreement. A party shall provide proof of such insurance coverage upon demand by the other party.
- b. **Insurance:** Each Party shall maintain for the duration of each Party's liability exposures under this Agreement, self-insurance against claims for injuries to persons or damage to property, which may arise from or in connection with performance of work hereunder by each Party, their agents, representatives, employees, contractors or subcontractors.
- c. **Joint Drafting Effort:** This Agreement shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.
- d. **Exhibits:** All Exhibits referenced in this Argument are incorporated by reference as if fully set forth herein.
- e. **Entire Agreement:** This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- f. **Amendment:** This Agreement may be amended only by an instrument in writing, duly executed by both Parties.
- g. **Relationship of the Parties:** The Parties execute and implement this Agreement as separate entities. No partnership, joint venture or joint undertaking shall be construed from this Agreement.
- h. **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Washington.
- i. **Survivability:** The provisions of Sections 4 and 5b shall survive termination of this Agreement.

## 6. COMPENSATION

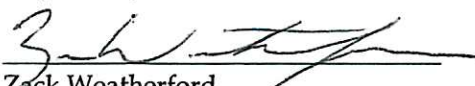
In and for the consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration identified, the receipt and sufficiency of which is acknowledged and made within the payment per the Right-of-way Agreement

Each Party executing this Agreement represents that the Party has the authority to execute the Agreement and to comply with all terms of this Agreement.



IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year as written below.

City of Dayton

  
Zack Weatherford

Mayor

08/04/2020  
Date

Attest/ Authenticate:

  
Trina Cole

City Administrator

8/4/2020  
Date

Columbia County

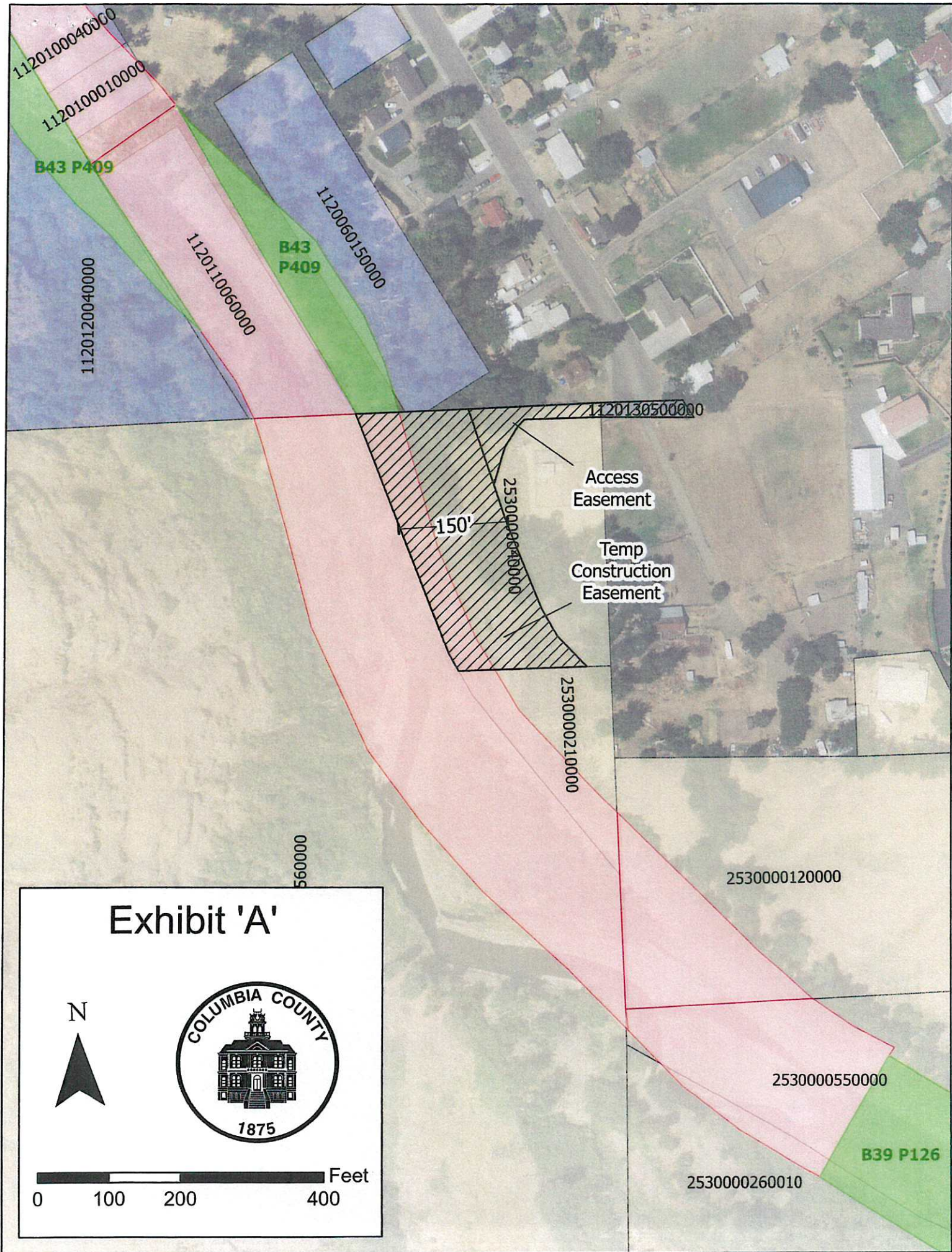
  
Approved Authority

CHARLES L. EATON, PE  
Name

COUNTY ENGINEER  
Title

8/4/2020  
Date





# Exhibit 'A'

