TECOMI II TECOMI COO
Return Address:

Seattle Department of Transportation
700 5th Ave, Suite #3900
Seattle, WA 98104
Attn: Eric Strauch

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)		
Document Title(s) (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in)		
1. Pedestrian Bridge Easement Agreement 2.		
34		
Reference Number(s) of Documents assigned or released:		
Additional reference #'s on page of document , I am rerecording this document because of margin errors on instrument # 20210505002682		
Grantor(s) Exactly as name(s) appear on document		
1. Central Puget Sound Regional Transit Authority _,		
2		
Additional names on page of document.		
Grantee(s) Exactly as name(s) appear on document		
1. The City of Seattle,		
2		
Additional names on page of document.		
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Shown on page 1 of 18		
Additional legal is on page of document.		
Assessor's Property Tax Parcel/Account Number assigned 322604-9577 Assessor Tax # not yet		
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.		
"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."		
Barret Aldrich Signature of Requesting Party		
Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements		



SDOT Ped Bridge Permanent Easement_041221_Legal signed_RON.pdf

DocVerify ID: 13BFB885-9F4D-4BC6-B557-BF15A56C00B4

Created: April 14, 2021 12:22:41 -8:00

Pages: 18

Remote Notary: Yes / State: WA

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E-Signature Summary

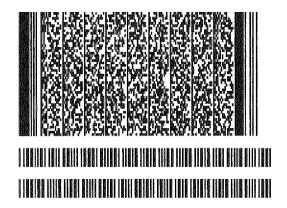
E-Signature 1: Kimberly A Farley (KAF)

April 14, 2021 13:06:02 -8:00 [B075CEEFFE56] [73.239.251.202] kimberly.farley@soundtransit.org (Principal) (Personally Known)

E-Signature Notary: Amy Lewis (amy)

April 14, 2021 13:06:02 -8:00 [325080AD9EE6] [75.172.143.70] amy.lewis@contractlandstaff.com

I, Amy Lewis, did witness the participants named above electronically sign this document.



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All visible electronic signatures contained in this document are symbolic representations of the persons signature, and not intended to be an accurate depiction of the persons actual signature as defined by various Acts and/or Laws.



AFTER RECORDING RETURN TO:

Seattle Department of Transportation

Attn: Eric Strauch

700 5th Ave, Suite #3900, Seattle, WA 98104

Phone: 206-233-7208

Email: Eric.strauch@seattle.gov

Seattle Department of Transportation P.O. Box 34996, Seattle, WA 98124

Document Title: Pedestrian Bridge Easement Agreement

Grantor: Central Puget Sound Regional Transit Authority

Grantee: The City of Seattle

Legal description: E 103.96 FT OF W 133.96 FT OF S 530 FT OF N 560 FT OF SW 1/4 OF NE 1/4 OF NW 1/4 STR 32-26-04 AND THE W 103.96 FT, MEAS FR E MGN OF 1ST AVE NE, OF LOT A, SEATTLE BLA# 8801045 REC# 8908150721, TGW POR VAC NE 100TH ST ADJ AS VACATED UNDER SEATTLE ORD # 114943;TGW POR NW 1/4 OF NE 1/4 OF NW 1/4 STR 32-26-04 DAF: BEG AT NXN OF THE E MGN OF 1ST AVE NE AND N MGN OF NE 103RD ST; TH N 00-36-30 E ALG SD E MGN 20 FT; TH S 54-55-41 E 18.19 FT; TH S 88-16 18 E PLW SD N MGN 20 FT; TH S 00- 36-30 W PLW SD E MGN 10 FT TO SD N MGN; TH N 88-16-18 W ALG SD N MGN 35 FT TO POB PER REC# 20180723001450

Assessor's Property Tax Parcel Number: 3226049577



V

PEDESTRIAN BRIDGE EASEMENT AGREEMENT

This Pedestrian Bridge Easement Agreement (this "Agreement") is made this 2nd day of April, 2021, between Central Puget Sound Regional Transit Authority, a Regional Transit Authority under the laws of the State of Washington, hereinafter referred to as "Grantor" or "Sound Transit", and The City of Seattle, by and through its Department of Transportation (SDOT), hereinafter referred to as "Grantee".

RECITALS

- A. Sound Transit is a regional transit authority authorized by Chapter 81.104 and 81.112 RCW and a vote of the people to implement a high capacity transportation system.
- **B.** Sound Transit owns certain real property legally described on **Exhibit A** hereto (the "Property").
- C. Sound Transit has constructed portions of the Link Light Rail System and related transit station improvements on the Property, including its Northgate Link Light Rail Station (the "Northgate Station").
- **D.** Grantee has constructed a pedestrian bridge (the "Pedestrian Bridge") that directly abuts the Northgate Station, the purpose of which is to provide pedestrian and bicycle access to the Northgate Station from across the adjacent Interstate-5 corridor. The Pedestrian Bridge is owned by Grantee and, per that certain 'Funding and Cooperative Agreement' by and between Grantee and Sound Transit dated March 3, 2020, shall be fully maintained by Grantee until such time as the Pedestrian Bridge is removed.
- E. Sound Transit has agreed to grant certain easement rights over the Property to Grantee for the location and maintenance of the Pedestrian Bridge in the area depicted and described on **Exhibit B**, including public access rights, air rights to accommodate the bridge structure, and both surface rights and subsurface rights to accommodate the grounded pier on the Property. Detailed drawings of the Pedestrian Bridge components and elevations are attached as **Exhibit C**.
- **F.** Sound Transit and Grantee agree that providing public access to Northgate Station is of mutual benefit to both parties and that, therefore, no monetary consideration need be exchanged in connection with the easement rights granted herein.

AGREEMENT

THEREFORE, in consideration of the mutual benefits to be derived and in consideration of the performance of the covenants, terms and conditions hereinafter set forth, Sound Transit hereby grants and conveys to Grantee the following easement:

A non-exclusive easement (the "Easement") upon, over, and across the portion of the Property depicted and described on Exhibit B hereto (the "Easement Area")



for the purposes and uses listed below, together with the right of ingress to and egress from the Property.

The Easement is granted subject to and conditioned upon the following terms, conditions and covenants:

- 1. <u>Purposes</u>. Grantee shall use the Easement for the purpose of providing members of the general public with pedestrian and bicycle access across the Property to and from the Northgate Station. Grantee shall have air rights over and across the Property for construction, maintenance, operation, use, repair, and replacement of the Pedestrian Bridge structure, including without limitation the bridge decks, hand rail, and slide plates and all components appurtenant thereto as depicted on Exhibit B hereto. Grantee shall have surface rights and subsurface rights for construction, maintenance, operation, use, repair, and replacement of the Pedestrian Bridge's grounded pier as depicted on Exhibits B. Grantee shall not use the Property for any other purpose whatsoever.
- 2. <u>Use of Easement Area.</u> The following conditions apply to Grantee's occupancy, use, and operations in the Easement Area:
 - a. The Pedestrian Bridge shall be constructed and maintained solely within the areas and elevations depicted on Exhibits B and C hereto.
 - b. Grantee shall not construct or maintain any permanent structures upon or within the Easement Area other than the Pedestrian Bridge as the same is depicted on Exhibits B and C.
 - c. Grantee's use of the Easement Area shall at all times be designed to minimize interference with the normal and safe operations of the Northgate Station, as it now operates and may operate in the future.
 - d. Grantee will not permit any party to enter or use the Easement Area for the purpose of repairs, maintenance, or replacement other than Grantee's duly authorized representatives, employees, agents, contractors, and subcontractors (collectively "Representatives"). Grantee will be responsible for its Representatives' compliance with the terms of this Agreement at all times.
 - e. Grantee shall provide Sound Transit with written notice of any planned activities within the Easement Area at least thirty (30) calendar days prior to commencing such activities. In the event of an emergency requiring urgent action by Grantee, Grantee shall provide notice to Sound Transit of any potentially disruptive activities within the Easement Area as soon as practicable. Grantee shall provide notice to Sound Transit's Property Management Department by calling 206.398.5152 or via email at

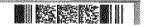


propertymanagement@soundtransit.org or to such other individual as Sound Transit may subsequently identify in writing to Grantee.

- f. In the event Grantee needs to perform any major repairs, construction, or maintenance in the Easement Area, Grantee shall perform such repairs, construction, or maintenance using either a licensed contractor or Grantee's own forces, and shall coordinate its work schedule with Sound Transit's Property Management Department and Operations Department. Prior to commencing any such work, Grantee shall submit a work plan to Sound Transit for prior approval. Approval of Grantee's work plan shall not be unreasonably withheld, conditioned, or delayed. If the work will be performed by a licensed contractor, Grantee shall require its contractor to sign Grantor's Contractor's Right of Entry Agreement and return the signed original to Sound Transit. Grantee can obtain the Contractor's Right of Entry Agreement from Property Management. Grantee will be responsible for its contractor's compliance with the terms of such Right of Entry Agreement.
- g. Grantee shall be responsible to contact one-number locator service and Sound Transit's Facilities Operations at 206.398.5155 to locate existing underground utilities, transmission lines, and private fiber optics communications lines. Grantee shall be responsible for any damage to any utility caused by Grantee or its Representatives in violation of RCW Chapter 19.122.
- h. Grantee shall be solely responsible for the maintenance, inspection and repair of the Pedestrian Bridge and all appurtenances thereto in the Easement Area on the Property. Grantee will maintain the Pedestrian Bridge in a state of good repair and efficiency so as to avoid damage to the Property. Grantee shall be responsible for and promptly repair any damage to the Property as a result of Grantee's use of the Easement.
- Grantee shall not park vehicles or store materials or equipment in the Easement Area; provided, however, that Grantee may store materials or equipment to the extent reasonably necessary or appropriate during performance of maintenance and repair.
- j. General purpose vehicular access/egress shall be maintained at all times to Sound Transit's facilities and operations during any use by Grantee of the Easement Area.
- k. Grantee shall conduct its activities on the Easement Area in a safe manner.
- l. In the event Grantee disturbs or damages the Easement Area, Grantee shall at its sole cost repair or restore the surface of the Easement Area to as good or better condition as existed before such disturbance or damage.



- 2. Non-Exclusive. Sound Transit reserves the right to grant other non-exclusive easements, franchises and/or permits across Sound Transit's property; provided, that such easements, franchises or permits shall not permit uses that unreasonably interfere with Grantee's authorized use of the Property and Easement Area under this Agreement or unduly impact Grantee's ability to perform maintenance and repair operations on the Pedestrian Bridge and appurtenances thereto.
- 3. <u>Insurance</u>. For so long as the Easement remains in effect, Grantee shall maintain, and, in the event of Grantee's construction or repair within the Easement Area, cause its general contractor to maintain, commercial general liability insurance, including riggers liability, if applicable, on an occurrence basis, insuring against claims for personal injury (including, without limitation, bodily injury or death), property damage liability and such other loss or damage from such causes of loss as are embraced by insurance policies of the type known as "Commercial General Liability Insurance," with a combined single limit of not less than \$2,000,000 per occurrence. The commercial general liability insurance shall contain coverage for all premises and operations, broad form property damage and contractual liability (including, to the extent available that specifically assumed herein). The commercial general liability insurance policy required hereunder is intended to cover claims arising out of Grantee's, its general contractor's, and their agents, contractors, employees, licensees, lessees, or subcontractors use of the Property under this Easement and shall (i) name, as an additional insured, Sound Transit and such other parties with an interest in the Property reasonably requested by Sound Transit and (ii) be issued by reputable insurance companies authorized to do business in the State of Washington. Such commercial general liability insurance policy shall be issued as a primary and noncontributory policy only with respect to claims arising out of Grantee's and its agents, contractors, employees, licensees, lessees, or subcontractors use of the Property under this Easement and waive its rights of Subrogation. Upon request, Grantee shall furnish Sound Transit a Certificate of Insurance (COI) and Additional Insured, Primary & Non-Contributory and Waiver of Subrogation Endorsement(s) evidencing that the insurance as required herein is being maintained. The insurance may be maintained in the form of blanket policy covering other locations or other insureds; provided such blanket policy specifically names the Property and the insureds required hereunder and shows the required limits of coverage. Sound Transit reserves the right to reasonably modify the required insurance coverage to reflect the then-current risk management practices and underwriting practices in the insurance industry.
- 4. <u>Indemnification</u>. To the extent permitted under Washington law, Grantee shall defend, indemnify and hold harmless Sound Transit and its successors, assigns, agents, contractors, subcontractors, tenants, licensees, invitees, and employees (collectively, the "<u>Indemnified Parties</u>") from and against any and all claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs (including reasonable attorneys' fees) arising out of or resulting from the use of the Property and/or the Easement Area by Grantee and/or its successors, assigns, agents, contractors, subcontractors, employees, guests, invitees, and licensees; provided, however, an Indemnified Party shall not be indemnified to the extent that any such claims, demands, losses, liabilities,



damages, actions, proceedings, expenses and costs are suffered or incurred by such Indemnified Party as a result of the negligence or willful misconduct of such Indemnified Party, and the foregoing defense, indemnity and hold harmless obligation shall not extend to, and in no event shall Grantee be liable for, any pre-existing hazardous substances in, on or under the Property. Solely for the purpose of effectuating the indemnification obligations hereunder, and not for the benefit of any third parties (including employees of the parties), each party specifically and expressly waives any immunity that may be granted it under applicable federal, state or local worker compensation acts or other employee benefit acts. The parties acknowledge that the foregoing waiver has been specifically and mutually negotiated between the parties.

- 5. Representations. Grantee will exercise its rights under this Agreement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee expressly acknowledges that Sound Transit makes no guarantees, warranties or representations as to the safety or suitability of the Property for the uses authorized under this Agreement. Grantee acknowledges that Grantee is using the Property in an "as-is and where-is" condition, with all faults and defects, latent and otherwise, and shall assume the risks that adverse physical conditions may not have been revealed by its investigation.
- 6. <u>Entire Agreement</u>. This Agreement supersedes any prior agreements, arrangements and understandings relating to the subject matter of this Agreement.
- 7. <u>Amendment</u>. This Agreement may not be amended or modified except in writing signed by each of the parties hereto.
- 8. <u>Counterparts</u>. This Agreement may be executed in counterparts, which, when taken together, shall constitute one Agreement. However, this Agreement shall not be effective unless and until all counterpart signatures have been obtained.
- 9. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Washington without regard to the conflict of law provisions therein.
- 10. <u>Venue</u>. Venue for any action pertaining to this Agreement will be in King County Superior Court, Seattle, King County, Washington.
- 11. <u>Authorized Signature</u>. Each party to this Agreement warrants and represents to the other parties that the individual signing this Agreement on behalf of such party has been duly authorized to execute this Agreement.
- 12. <u>Covenants Run with the Land</u>. The terms and conditions of this Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, and legal representatives.
- 13. <u>Survival</u>. The obligations set forth in Section 4 shall survive termination of this Agreement.



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14. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use and maintain the Easement Area for the purposes defined herein for a period of three (3) successive years. In such event, the Easement shall terminate along with all rights hereunder, and any improvements remaining in the Easement Area shall revert to or otherwise become the property of Sound Transit.

[Signature Page Follows]

In witness whereof, the parties have executed this Agreement as of the date set forth above.

SOUND TRANSIT

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY

Print Name: Kimberly Farley

Title: Chief System Officer

Approved as to Form for Grantor:

Paul Moomaw Digitally signed by Paul Moomaw By:

Date: 2021.04,12 15:28:26 -07'00'

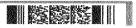
Name Senior Legal Counsel

GRANTEE

THE CITY OF SEATLE, by and through THE DEPARTMENT OF TRANSPORTATION

Print Name: Sam Zimbabwe

Title: 400 DIRECTOR



(ACKNOWLEDGEMENT FOR GRANTOR)

STATE OF WASHINGTON)
County of King) ss.)
public in and for the State KIMBERLY FARLEY to me SOUND REGIONAL TRA executed the foregoing instrur and deed of said authority, for was duly authorized to execute This notarial act involve	day of April , 2021, before me, the undersigned notary of Washington, duly commissioned and sworn, personally appeared e known to be the CHIEF SYSTEM OFFICER of CENTRAL PUGET NSIT AUTHORITY, a regional transit authority, the authority that ment, and acknowledged said instrument to be the free and voluntary act the uses and purposes therein mentioned, and on oath stated that he/she e the same. d the use of communication technology. and and official seal hereto the day and year in this Certificate first above
AMY LEWIS NOTARY PUBLIC STATE OF WASI Commission # 20104122 My Commission Expires Jan 31, 202	Washington residing at King County
(ACKNOWLEDGMENT FO	OR GRANTEE))) ss.
of THE CITY OF SEATTLE, the within and foregoing instru	DEPARTMENT OF TRANSPORTATION, the authority that executed ament, and acknowledged said instrument to be the free and voluntary act the uses and purposes therein mentioned, and on oath stated that he/she
WITNESS my ha	And and official seal hereto the day and year in this Certificate first above

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EXHIBIT A LEGAL DESCRIPTION OF SOUND TRANSIT'S PROPERTY

Parcel # 3226049577

E 103.96 FT OF W 133.96 FT OF S 530 FT OF N 560 FT OF SW 1/4 OF NE 1/4 OF NW 1/4 STR 32-26-04 AND THE W 103.96 FT, MEAS FR E MGN OF 1ST AVE NE, OF LOT A, SEATTLE BLA# 8801045 REC# 8908150721, TGW POR VAC NE 100TH ST ADJ AS VACATED UNDER SEATTLE ORD # 114943;TGW POR NW 1/4 OF NE 1/4 OF NW 1/4 STR 32-26-04 DAF: BEG AT NXN OF THE E MGN OF 1ST AVE NE AND N MGN OF NE 103RD ST; TH N 00-36-30 E ALG SD E MGN 20 FT; TH S 54-55-41 E 18.19 FT; TH S 88-16 18 E PLW SD N MGN 20 FT; TH S 00- 36-30 W PLW SD E MGN 10 FT TO SD N MGN; TH N 88-16-18 W ALG SD N MGN 35 FT TO POB PER REC# 20180723001450

EXHIBIT B LEGAL DESCRIPTION OF EASEMENT AREA FROM TAX PARCEL NO. 3226049577

A pedestrian bridge easement across a portion of the below described PARCEL A. being further described as follows:

Beginning at the Northwest corner of said PARCEL A, said point of beginning also being the intersection of the east margin of 1st Avenue Northeast and the south margin of Northeast 103rd Street; thence along said east margin South 00°36'30" West, 191.17 feet to the TRUE POINT OF BEGINNING; thence leaving said east margin South 89°23'32" East, 18.10 feet; thence South 00°36'28" West, 19.00 feet: thence North 89°23'32" West, 18.10 feet to said east margin of 1st Avenue Northeast; thence along said east margin North 00°36'30" East, 19.00 feet to the TRUE POINT OF BEGINNING.

Containing 344 square Feet, more or less.

TOGETHER WITH

An aerial easement for pedestrian bridge purposes, being the vertical air space over, above and contained within the above described perimeter of that portion of the below described PARCEL A, more particularly described as follows:

The bottom plane of the vertical space contained within the herein described easement shall be at the nominal finished ground surface, assumed to be at an elevation of 250 feet, the top plane shall be at an elevation of 285 feet.

Vertical Datum is NAVD88.

PARCEL A

THE EAST 103.96 FEET OF THE WEST 133.96 FEET OF THE SOUTH 530 FEET OF THE NORTH 560 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 26 NORTH,



EXHIBIT B - CONTINUED

RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; AND THE WEST 103.96 FEET, MEASURED FROM THE EAST MARGIN OF 1ST AVENUE NORTHEAST, OF LOT A, CITY OF SEATTLE BOUNDARY LINE ADJUSTMENT NUMBER 8801045, RECORDED UNDER RECORDING NUMBER 8908150721, IN KING COUNTY, WASHINGTON, TOGETHER WITH THE PORTION OF VACATED NORTHEAST 100TH STREET ADJOINING AS VACATED UNDER CITY OF SEATTLE ORDINANCE NUMBER 114943; AND

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST MARGIN OF 1ST AVENUE NORTHEAST AND THE NORTH MARGIN OF NORTHEAST 103RD STREET; THENCE NORTH 00°36′30″ EAST ALONG SAID EAST MARGIN 20.00 FEET; THENCE SOUTH 54°55′41″ EAST 18.19 FEET; THENCE SOUTH 88°16′18″ EAST PARALLEL WITH SAID NORTH MARGIN 20.00 FEET; THENCE SOUTH 00°36′30″ WEST PARALLEL WITH SAID EAST MARGIN 10.00 FEET TO SAID NORTH MARGIN:

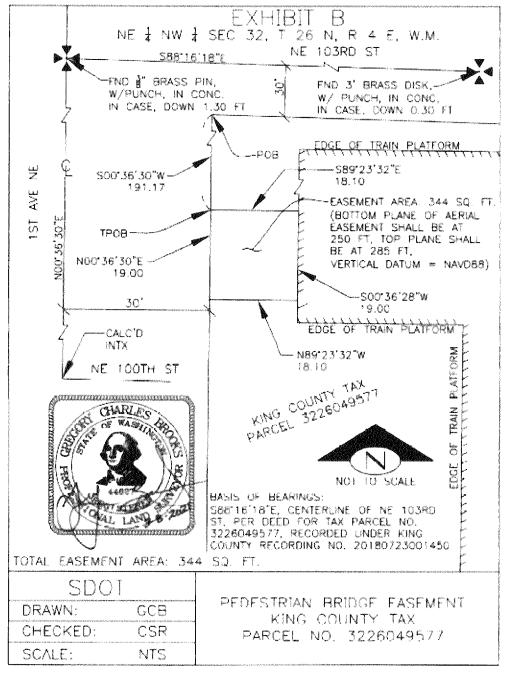
THENCE NORTH 88°16'18" WEST ALONG SAID NORTH MARGIN 35.00 FEET TO THE POINT OF BEGINNING.

PER DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 20180723001450, RECORDS OF KING COUNTY, WASHINGTON.





EXHIBIT B – CONTINUED



Instrument Number: 20210511001975 Document:EAS Rec: \$122.50 Page-16 of 20 Record Date:5/11/2021 3:46 PM King County, WA

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EXHIBIT C 1 of 5 DEPICTIONS OF EASEMENT AREAS GROUNDED PIER PLAN AND ELEVATIONS:

STATE LAW REQUIRES ALL DOCUMENTS BE CONVERTED TO MICROFILM ONCE RECORDED. PHOTOS, SMALL FONT, DETAILED MAPS, NONSTANDARD PAGE SIZES, COLOR AND SHADING CANNOT BE REPRODUCED VIA MICROFILM AND THEREFORE CANNOT BE RECORDED. A COMPLETE VERSION OF THIS AGREEMENT, INCLUDING EXHIBITS CAN BE FOUND WITH THE CITY CLERKS OFFICE UNDER FILE NO. 321952

EXHIBIT C 2 of 5 DEPICTIONS OF EASEMENT AREAS CONT'D

STATE LAW REQUIRES ALL DOCUMENTS BE CONVERTED TO MICROFILM ONCE RECORDED. PHOTOS, SMALL FONT, DETAILED MAPS, NONSTANDARD PAGE SIZES, COLOR AND SHADING CANNOT BE REPRODUCED VIA MICROFILM AND THEREFORE CANNOT BE RECORDED. A COMPLETE VERSION OF THIS AGREEMENT, INCLUDING EXHIBITS CAN BE FOUND WITH THE CITY CLERKS OFFICE UNDER FILE NO. 321952



EXHIBIT C 3 of 5 DEPICTIONS OF EASEMENT AREAS CONT'D BRIDGE PLAN & ELEVATION:

STATE LAW REQUIRES ALL DOCUMENTS BE CONVERTED TO MICROFILM ONCE RECORDED. PHOTOS, SMALL FONT, DETAILED MAPS, NONSTANDARD PAGE SIZES, COLOR AND SHADING CANNOT BE REPRODUCED WA MICROFILM AND THEREFORE CANNOT BE RECORDED. A COMPLETE VERSION OF THIS AGREEMENT, INCLUDING EXHIBITS CAN BE FOUND WITH THE CITY CLERKS OFFICE UNDER FILE NO. 321952

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EXHIBIT C 4 of 5 DEPICTIONS OF EASEMENT AREAS CONT'D SPUR BRIDGE AND HANDRAIL:

STATE LAW REQUIRES ALL DOCUMENTS BE CONVERTED TO MICROFILM ONCE RECORDED. PHOTOS, SMALL FONT, DETAILED MAPS, NONSTANDARD PAGE SIZES, COLOR AND SHADING CANNOT BE REPRODUCED MA MICROFILM AND THEREFORE CANNOT BE RECORDED. A COMPLETE VERSION OF THIS AGREEMENT, INCLUDING EXHIBITS CAN BE FOUND WITH THE CITY CLERKS OFFICE UNDER FILE NO. 321952

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EXHIBIT C 5 of 5 DEPICTIONS OF EASEMENT AREAS CONT D SEISMIC JOINT DETAILS:

STATE LAW REQUIRES ALL DOCUMENTS BE CONVERTED TO MICROFILM ONCE RECORDED. PHOTOS, SMALL FONT, DETAILED MAPS, NONSTANDARD PAGE SIZES, COLOR AND SHADING CANNOT BE REPRODUCED MA MICROFILM AND THEREFORE CANNOT BE RECORDED. A COMPLETE VERSION OF THIS AGREEMENT, INCLUDING EXHIBITS CAN BE FOUND WITH THE CITY CLERKS OFFICE UNDER FILE NO. 321952