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**GABION RETAINING WALL, DRAINAGE BLANKET AREA AND DRAINAGE
CONSTRUCTION EASEMENT**
126065

This easement granted by PATRICIA E. MONAGHAN TRUSTEE / MONAGHAN FAMILY REVOCABLE TRUST (Grantor) to SKAMANIA COUNTY, A WASHINGTON MUNICIPAL CORPORATION (Grantee) is for the construction, maintenance of a gabion retaining wall and a drainage blanket area and a drainage run off pipe to provide stabilization for the restoration of the Hot Springs Avenue in Section 28 Township 3 North, Range 8 East, WM., Skamania County, Washington.

1. **Conveyance of Easement:** Grantor hereby agrees to grant and convey to Grantee from the effective date of this conveyance, a construction, maintenance and drainage easement over and across property owned by the Grantor lying in Section 28, Township 3 North, Range 8 East, WM., more particularly described and set out in Book 117, Page 385, Deed Records of the Skamania County Auditor (Tax Lot 03-08-28-1-0-1001); such construction, maintenance and drainage easement to run across this real property as follows:

**GABION RETAINING WALL AND DRAINAGE BLANKET AREA
CONSTRUCTION EASEMENT**

The **TRUE POINT OF BEGINNING** of the construction easement for the construction of a gabion retaining wall being Engineer's Station 105+00, the construction centerline of Hot Springs Avenue as shown on Exhibit "A", said point being the radius point of an arc to the northwest, north and northeast and having a radius of 120.00'.

CONSTRUCTION OF DRAINAGE EASEMENT

Commencing at the Engineer's Station 104+70, the construction centerline of Hot Springs Avenue as shown on Exhibit "A", thence in a northeasterly direction 15.44' to a 6" drainage pipe and the **TRUE POINT OF BEGINNING** of the centerline of a ten (10) foot wide drainage easement; thence northeasterly along the constructed 6" diameter pipe 280.00' more or less to the Wind River.

2. **Purpose of Easement:** The parties agree that the purpose of this easement is to allow the Grantee to install and construct a gabion retaining wall and drainage blanket area and to construct and maintain drainage pipe within the above described easement.

3. The Grantee shall have the right to install, construct, reconstruct, operate and maintain on, over or under the above described easement and within the easement, to cut and trim trees or shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line.

4. The Grantee agrees to obtain all permits necessary for the installation, construction and maintenance of the gabion retaining wall, drainage blanket and drainage pipe.

REAL ESTATE EXCISE TAX

Signature _____
Noted _____
Noted _____
Noted _____
Noted _____

AUG 20 1996

PAID NA
SKAMANIA COUNTY TREASURER

3-8-28-1-1001
Easement
8-20-96

NA

SW

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5. The Grantee will cause the drainage run off pipe to be constructed of a single continuous length of heat welded polyethylene pipe suitable for the purpose and buried and maintained below the surface so that it is not visible at the completion of construction or does not later become visible.

6. The Grantee agrees to assume any and all liability arising out of use of this easement and/or any activities hereunder, including any omissions, and shall, by the acceptance of this easement, hold Grantor harmless for any liability whatsoever and shall defend Grantor from any and all suits or actions relating to its use of this easement.

7. Grantee shall also have the right, from time to time, to trim and to cut down and clear away any and all trees and brush now or hereafter growing on the above-described easement and shall have the further right and responsibility, from time to time, to trim any trees on either side of such strip that now or hereinafter may be a hazard or interfere with the use of the easement granted hereunder.

8. This agreement shall constitute the entire agreement between the parties and any prior understandings or representations of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.

9. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Washington and that any actions to enforce or defend the terms of this easement will be initiated in a court of competent jurisdiction within Skamania County.

10. In the event of any controversy, claim, or dispute relating to this instrument or its breach, the prevailing party shall be entitled to recover reasonable expenses, attorneys' fees and costs.

11. This easement will terminate upon the recording of a permanent maintenance easement identifying the as-built location of the drainage pipe.

DATED: This 14th day of August, 199 96

PATRICIA E. MONAGHAN, TRUSTEE

or


JAMES D. MONAGHAN

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Dept. of Public Works*
Skamania County
Aug 20 4 41 PM '96
B. Johnson
AUDITOR
GARY M. OLSON

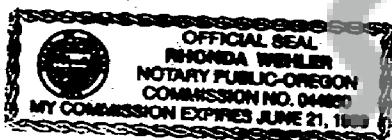
STATE OF Oregon)
COUNTY OF Marion) ss.

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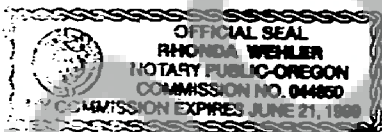
On this day personally appeared before me James D. Maragha

to me known to be the individual described in and who executed the within and foregoing instrument,
and acknowledged that he signed the same as his free and voluntary act
and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14 day of August, 1996



Rhonda Wehler
Notary Public in and for the State of Oregon,
residing at Salem
My commission expires 6/21/99



Rhonda Wehler

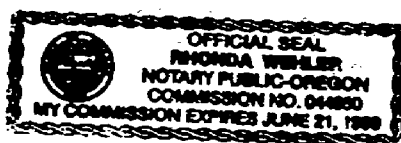
STATE OF Oregon)
COUNTY OF Morton) ss.

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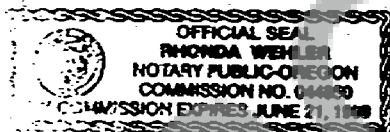
On this day personally appeared before me James D. Maragha

to me known to be the individual described in and who executed the within and foregoing instrument,
and acknowledged that he signed the same as his free and voluntary act
and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4 day of August, 1996



Rhonda Wehler
Notary Public in and for the State of Oregon,
residing at Salem
My commission expires 6/21/99

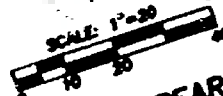


Rhonda Wehler

EXHIBIT 'A'

WIND RIVER →

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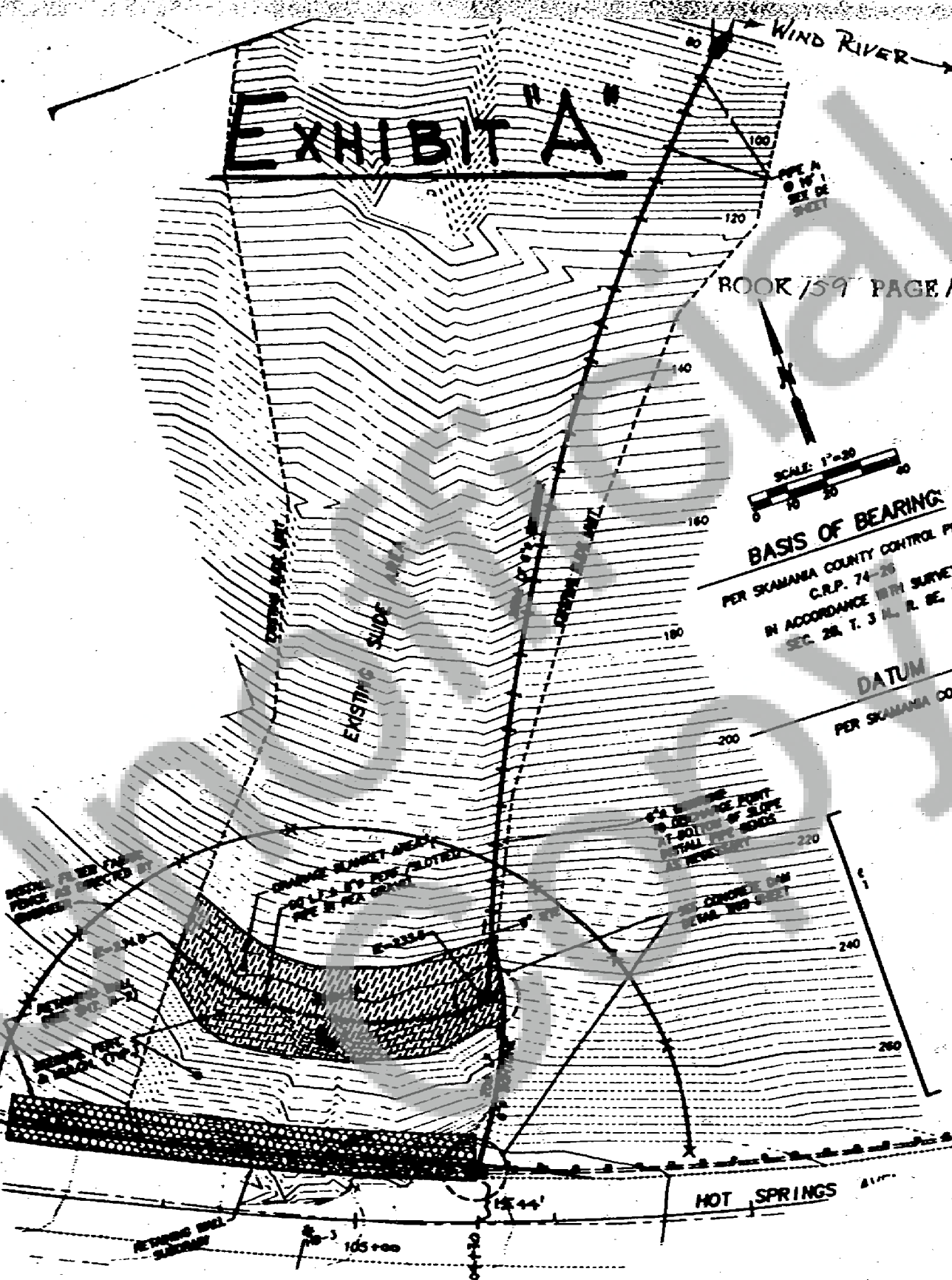


BASIS OF BEARING:

PER SKAMAMIA COUNTY CONTROL PI
C.R.P. 74-26
IN ACCORDANCE WITH SURVEY 1
SEC. 28, T. 3 N., R. 8E, 11W

DATUM

PER SKAMAMIA COUNTY



HOT SPRINGS

RETAINING WALL

105+00

0+00