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BOOK 176 PAGE 278

Return Address:

Skamania County Clerk
to the Board of County
Commissioners

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SKAMANIA COUNTY
CLERK'S OFFICE
SPRINGFIELD, OREGON

APR 23 8 53 AM '98

Olson
AUDITOR

GARY H. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:	
1. Easement	
2.	
3.	
4.	
GRANTOR(S) (Last name, first, then first name and initials)	
1. Monaghan, Patricia E., Trustee	
2.	
3.	
4.	
☐ Additional Names on page _____ of document	
GRANTEE(S) (Last name, first, then first name and initials)	
1. Skamania County	
2.	
3.	
4.	
☐ Additional Names on page _____ of document	
LEGAL DESCRIPTION (Abbreviated: IE, Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
Section 28, T3N, R8E	
☐ Complete legal on page _____ of document	
REFERENCE NUMBER(S) Of Documents assigned or released:	
☐ Additional numbers on page _____ of document	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
03-08-28-1-0-1001-00	
☐ Property Tax Parcel ID is not yet assigned.	
☐ Additional parcel #'s on page _____ of document	
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.	

REAL ESTATE EXCISE TAX

APR 23 1998

PAID 124

SKAMANIA COUNTY TREASURER

SOLDIER PILE WALL, DRAINAGE BLANKET AREA AND DRAINAGE CONSTRUCTION EASEMENT

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 soldier pile 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:

SOLDIER PILE WALL CONSTRUCTION EASEMENT

A strip of land 60.00 feet in width lying parallel and easterly of the easterly right-of-way of Hot Springs Avenue, Skamania County Road No. 20340, beginning on the easterly right-of-way line perpendicular to Engineer's Centerline Station 109+92, as shown on Sheet 2 of 5 of CRP #97-12, Hot Springs Avenue Restoration Project-Phase 2 and terminating on the easterly right-of-way line perpendicular to Engineer's Centerline line Station 111+81 on said Sheet 2 of 5, as per the attached diagram labeled "Exhibit A",

and

Gary H. Martin, Skamania County Assessor

Date 4/22/18 By Parcel # 3-8-28-1-K-1

DRAINAGE BLANKET CONSTRUCTION AREA AND MAINTENANCE EASEMENT

A strip of land 140.00 feet in width lying parallel and easterly of the easterly right-of-way of Hot Springs Avenue, Skamania County Road No. 20340, beginning on the easterly right-of-way line perpendicular to Engineer's Centerline Station 106+75, as shown on Sheet 5 of 5 of CRP #97-12, Hot Springs Avenue Restoration Project-Phase 2 and terminating on the easterly right-of-way line perpendicular to Engineer's Centerline line Station 107+75 on said Sheet 5 of 5, as per the attached diagram labeled "Exhibit B".

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

3. The Grantee will 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 soldier pile wall, drainage blanket and perforated HDPE drainage pipe.

5. The Grantee will cause the drainage run off pipe to be constructed of a single continuous length of heat welded HDPE 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 will, by the acceptance of this easement, hold Grantor harmless for any liability whatsoever and will 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.

DATED: This _____ day of _____, 199__

Patricia E. Monaghan
PATRICIA E. MONAGHAN, TRUSTEE

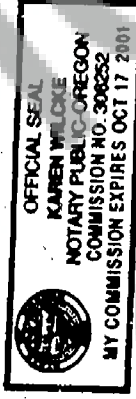
James D. Monaghan
JAMES D. MONAGHAN

STATE OF Oregon)
COUNTY OF Marion) ss.

On this day personally appeared before me James D. Monaghan

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 a free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of April, 1998.



Karen Wilcox
Notary Public in and for the State of Washington,
residing at Salem, Oregon
My commission expires 10/17/01

DATED: April 20, 1998

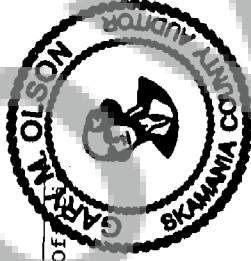
SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Albert E. Miller
Chairperson

Gudy A. Carter
Commissioner

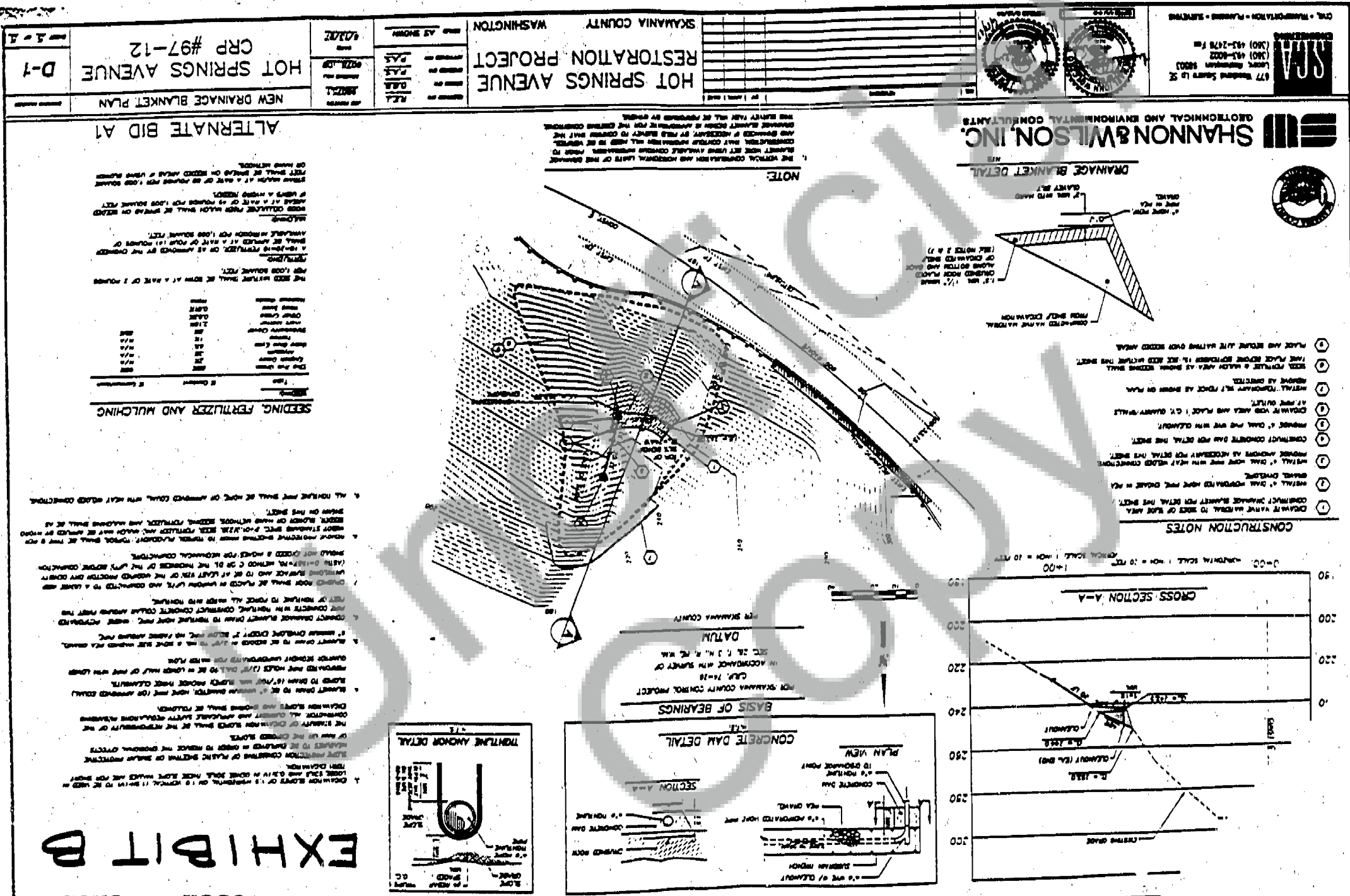
Ernest H. Zittel
Commissioner

ATTEST:
[Signature]
County Auditor and Ex-Officio
Clerk of the Board



APPROVED AS TO FORM ONLY:

[Signature]
Skamania County Prosecuting
Attorney



DURABLE POWER OF ATTORNEY

I, PATRICIA E. MONAGHAN, appoint JAMES D. MONAGHAN my Agent and attorney-in-fact ("my Agent"), with power and authority to:

1. Support. Make expenditures for my health, education, support, maintenance, and general welfare.
2. Managing and Disposing of Assets. Take possession of, retain, change the form of, manage, maintain, improve, lease, grant options on, encumber, sell, exchange, or otherwise dispose of any of my real or personal property or any interest in property, in any manner and on any terms my Agent considers to be in my best interests.
3. Checks and Notes. Receive, endorse, sign, sell, discount, deliver, and deposit checks, drafts, notes, and negotiable or nonnegotiable instruments, including any drawn on the Treasury of the United States or the state of Oregon or any other state or governmental entity.
4. Financial Institutions. Enter into any transaction with and contract for any services rendered by a financial institution, including continuing, modifying, or terminating existing accounts; opening new accounts; drawing, endorsing, or depositing checks, drafts, and other negotiable instruments; acquiring and transferring certificates of deposit; withdrawing funds deposited in my name alone or in my name and the name of any other person or persons; and providing or receiving financial statements. "Financial institutions" means banks, trust companies, savings banks, commercial banks, savings and loan associations, credit unions, loan companies, thrift institutions, mutual fund companies, investment advisors, brokerage firms, and other similar institutions.
5. Investments and Securities Transactions. Invest and reinvest in common or preferred stocks, bonds, mutual funds, common trust funds, money market accounts, secured and unsecured obligations, mortgages, and other real or personal property, engage in investment transactions (including transactions involving margin accounts or commodities contracts) with any financial institution; and hold my securities in the name of my Agent's nominee or in unregistered form.
6. Insurance and Annuity Contracts. Purchase, maintain, modify, renew, convert, exchange, borrow against, surrender, cancel, and collect or select payment options under any insurance or annuity contract. This power shall not extend to any insurance I own on the life of my Agent. Any receipt, release, or other instrument executed by my Agent in connection with any insurance or annuity contract shall be binding and conclusive upon all persons.
7. Business Interests. Continue, participate in, sell, reorganize, or liquidate any business or other enterprise owned by me, either alone or with any other person or persons.
8. Voting. Appear and vote for me in person or by proxy at any corporate or other meeting.

DURABLE POWER OF ATTORNEY
OF THE STATE OF OREGON (2009) (revised)

RECORDER'S NOTE:
NOT AN ORIGINAL DOCUMENT

9. Flower Bonds. Purchase U.S. Treasury bonds redeemable at par in payment of federal estate tax, and borrow funds and pledge the bonds as collateral to make the purchase.

10. **Retirement Plans.** Establish, modify, contribute to, select payment options under, make elections under, receive payments from, make rollovers to, and take any other steps I might take with respect to IRA accounts and other retirement plans.

11. **Credit Cards:** Cancel or continue my credit cards and charge accounts, use my credit cards to make purchases, and sign charge slips on my behalf.

12. Collections. Demand and collect any money or property owed to me and give a receipt or discharge for the money or property collected.

13. **Debts.** Pay my debts and other obligations.

14. **Litigation.** Sue upon, defend, compromise, or submit to arbitration any controversies in which I may be interested; and act in my name in connection with any complaint, proceeding or suit.

15. **Borrowing.** Borrow in any manner and on any terms my Agent considers to be in my best interests (including borrowing from my Agent's own funds), and give security for repayment;

16. **Lending.** Lend funds to any person (including my Agent), provided that the loan is adequately secured and bears a reasonable rate of interest.

17. **Taxes and Assessments.** Do the following for all tax years: pay any tax or assessment; appear for and represent me, in person or by attorney, in all tax matters; execute any power of attorney forms required by the Internal Revenue Service, the Oregon Department of Revenue, or any other taxing authority; receive confidential information from any taxing authority; prepare, sign, and file federal, state, and local tax returns and reports for all tax matters, including income, gift, estate, inheritance, generation-skipping, sales, business, FICA, payroll, and property tax matters; execute waivers, including waivers of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of a claim for credit or refund; execute consents, closing agreements, and other documents related to my tax liability; make any elections available under federal or state tax law; and delegate authority or substitute another representative with respect to all matters described in this paragraph.

18. Government Benefits. Perform any act necessary or desirable in order for me or my spouse to qualify for and receive all types of government benefits, including Medicare, Medicaid, Social Security, veterans', and workers' compensation benefits.

19. **Disclaimer.** Disclaim any property, interest in property, or power to which I may be entitled; and take all steps required to make the disclaimer effective under state and federal laws, including Section 2518 of the Internal Revenue Code or any successor statute. In deciding whether

to disclaim, my Agent shall consider the effect of disclaimer on taxes that may be payable, on qualification for government benefits, and on my existing estate plan.

20. Elective Share Rights. Exercise any right to claim an elective share in any estate or under any Will.

21. Fiduciary Positions. Resign from or renounce on my behalf fiduciary positions, including personal representative, trustee, conservator, guardian, attorney-in-fact, and officer or director of a corporation; and discharge me from further responsibility by filing accountings with a court or settling by formal or informal methods.

22. Safe Deposit Box. Have access to and make deposits to or withdrawals from any safe deposit box rented in my name alone or in my name and the name of any other person or persons.

23. Mail. Redirect my mail.

24. Custody of Documents. Take custody of important documents, including any Will, trust agreements, deeds, life insurance policies, and contracts.

25. Employees and Advisors. Employ, compensate, and discharge attorneys, accountants, investment advisors, property managers, custodians, physicians, dentists, nurses, household help, and others to render services to me or for my benefit.

26. Gifts. Make gifts and consent to split gifts on my behalf, whether outright, in trust, or in custodianship, to or for the benefit of my spouse and my lineal descendants, and any charitable organizations to which I have contributed.

26. (a) Gifts made under this paragraph shall be limited to the amount eligible for exclusion from taxable gifts under Section 2503 of the Internal Revenue Code or any successor statute.

26. (b) The power granted under this paragraph shall include the power, limited to a maximum of \$5,000 aggregate per calendar year, to make gifts to or for the benefit of my Agent, my Agent's estate, my Agent's creditors, the creditors of my Agent's estate, or any person whom my Agent has a legal duty to support.

26. (c) Gifts made under this paragraph shall be consistent with my existing estate plan to the extent reasonably possible and with the reduction or elimination of estate and inheritance taxes payable by reason of my death.

27. Beneficiary Designations. Designate or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any beneficiary designation shall be consistent with my existing estate plan to the extent reasonably possible. This power does not include the power to designate my Agent as a beneficiary.

28. Perform Other Acts to Carry Out the Powers Granted. Execute and deliver any written instrument and perform any other act necessary or desirable to carry out any of the powers granted to my Agent under this power of attorney, as fully as I might do personally. I ratify and confirm all acts performed by my Agent pursuant to this power of attorney.

29. Third Party Reliance. Third parties who rely in good faith on the authority of my Agent under this power of attorney shall not be liable to me, to my estate, or to my heirs, successors, or assigns. Third parties without actual notice of revocation may conclusively rely on the continued validity of this power of attorney. If requested, my Agent shall furnish, and a third party may conclusively rely on, an affidavit or certificate stating that (1) I was competent at the time this power of attorney was executed, (2) the power of attorney has not been revoked, (3) my Agent continues to serve as attorney-in-fact under the power of attorney, and (4) my Agent is acting within the scope of authority granted under the power of attorney. My Agent may sue or pursue other action against any third party who refuses to honor this power of attorney after such an affidavit or certificate has been provided.

30. Durability. The powers granted to my Agent under this power of attorney shall continue to be exercisable even though I have become disabled or incompetent.

31. Governing Law. The validity and construction of this power of attorney shall be determined under Oregon law.

I have signed this power of attorney this 27th day of January, 1998.

Patricia Monaghan
PATRICIA E. MONAGHAN

STATE OF OREGON)
)
)

County of Marion)

ss.

On this 27th day of January, 1998, before me personally appeared PATRICIA E. MONAGHAN and acknowledged to me that she executed this power of attorney freely and voluntarily.



Shonda Weber
Notary Public for Oregon
My commission expires: 6/24/99

Durable Power Of Attorney
OVERSIGHT/REGULATORY (7/1/1999) (adobe)