

Return Address:

Lawrence L'Hommedieu
101 River Glen Rd
Washougal Wa 98671

Document Title(s) or transactions contained herein:

ROAD MAINTENANCE AGREEMENT

GRANTOR(S) (Last name, first name, middle initial)

L'HOMMEDIEU, LAWRENCE M.

☐ Additional names on page _____ of document.

GRANTEE(S) (Last name, first name, middle initial)

L'HOMMEDIEU, LAWRENCE M.

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

LOT 8 & 9 OF RIVERGLEN OF THE WASHOUGAL

☐ 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

02-05-23-0-1100-00
" " 1300-00

☒ Property Tax Parcel ID is not yet assigned

☐ Additional parcel numbers 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.

ROAD MAINTENANCE AGREEMENT

WHEREAS, any owner of lot 8 (21 Cherry-wood Lane) and the owner of Lot 9 (22 Cherry-wood Lane) (hereinafter referred to collectively as "the Parties") do intend to provide for the joint and several maintenance of a road on Lot 9 or 22 Cherry-wood Lane (hereinafter referred to as "the Road") to be shared and used equally by them and agree to the following terms and conditions:

1. Description of Road. The road to be maintained is known as Cherrywood Lane, and is more fully described as:

Lot 8 and Lot 9, Block 1 RIVERGLEN OF WASHOUGAL RIVER

Assessor's Property Tax Parcel/Account Numbers 02-05-23-3-0-1100-00
02-05-23-3-0-1300-00

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2. Ownership. Ownership of the Road is vested in Lawrence M. L'Hommedieu, by virtue of that certain Deed, filed of record in Book A, at Page 132 of the land records of Skamania County, State of Washington.

(NOTE: OWNERSHIP MAY BE JOINTLY HELD BY THE PARTIES AND DESCRIBED AS APPROPRIATE)

3. Duties. Each of the Parties shall be jointly and severally responsible for the maintenance of said Road, including but not limited to the resurfacing, grading, removal or installation of culverts and drainage pipes, and removal of any obstructions of the road. Said maintenance shall include equal responsibility of the Parties for all costs involved.

4. Failure to Agree. If either of the Parties does not agree to an expenditure of maintenance, the dispute shall be referred to Lawrence M. L'Hommedieu, who shall act as arbitrator in the matter and whose decision shall be accepted by both Parties as being final in the disputed matter.

5. Use of the Road. The Parties agree that the use of the road shall be shared equally and neither shall have the right to interfere with the use of the road by the other. Further, the Parties agree that each and the other may extend the right of use of the Road to guests and visitors.

6. Term and Termination. This agreement shall extend from and after the date of signing by both Parties for a period of 25 years from the date thereof and shall be renewed automatically for similar periods unless terminated sooner pursuant to this Article.

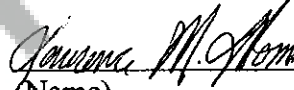
7. Intent of the Road agreement. The intent of this agreement is to allow the owner/occupant of lot 8 to use the road on Lot 9 as the primary means of access to the residence while still having the responsibility of maintaining this portion of the road. This does not give the owner/occupant of Lot 8 the right to use the road for any other purpose i.e. storing or parking vehicles unless agreed upon by the owner of Lot 9. As it stands now, Lawrence M. L'Hommedieu is the sole owner of Lot 8 and 9, and this agreement is intended to indenture future owners in the case that the land is owned by more than one owner.

8. Successors in interest. The Parties agree that this Agreement shall run with the land as a covenant and shall be binding upon their successors in interest, assigns, heirs and personal representatives.

9. Applicable Law. The Parties agree that this Agreement shall be subject to and construed in accordance with the laws of the State of Washington.

10. Severability. The Parties agree that in the event that any of the terms or conditions of this Agreement are found to be invalid by a court of competent jurisdiction, then the remainder of the Agreement shall be accorded the fullest effect feasible under then existing circumstances.

WITNESS our signatures, this the 29 day of NOVEMBER, 2004 A.D.


(Name)

(Name)

(INCLUDE APPROPRIATE NOTARY/ACKNOWLEDGMENT FOR SPECIFIC STATE)

WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT RCW 42.44.100

State of Washington

County of

Skamania

} ss.

I certify that I know or have satisfactory evidence that

Lawrence M. L'Hommedieu

Name of Signer

is the person who appeared before me, and

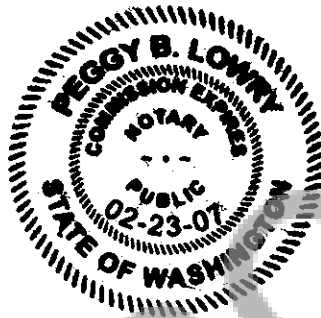
said person acknowledged that he/she

signed this instrument and acknowledged it

to be his/her free and voluntary act for the

uses and purposes mentioned in the

instrument.



Dated:

11/29/04

Month/Day/Year

Peggy B Lowry

Signature of Notary Public

Notary Public

Title (Such as "Notary Public")

My appointment expires:

2/23/07

Month/Day/Year of Appointment Expiration

Place Notary Seal Above

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Road Maintenance Agreement

Document Date:

11/29/04

Number of Pages:

3

Signer(s) Other Than Named Above:

RIGHT THUMBPRINT
OF SIGNER

Empty box for right thumbprint of signer.