

ROAD MAINTENANCE AGREEMENT

This agreement, made this 5th day of June, 1978, by and between W. H. DUNN and JUDITH A. DUNN, husband and wife, and STEVEN J. DELVO, a single man, WITNESSETH:

For and in consideration of Seven Hundred Fifty and no/100 (\$750.00) Dollars, in hand paid, the receipt of which is hereby acknowledged by said Steven J. Delvo, the parties hereby agree as follows:

1. The parties recognize certain rights and duties contained in paragraph 6 of that certain contract for the sale of real estate dated July 21, 1977 and recorded July 22, 1977 in Book 111 of Deeds at Pages 111, under St. James County Auditor's File No. 111, entitled "Covenant for Road Maintenance." In said paragraph said Dunner parties are obligated to pay their proportional share of road maintenance.

2. In consideration of the aforesaid sum, the parties agree that the duty of sharing proportional road maintenance costs shall no longer be a duty of said Dunner parties from the date of this agreement, and that said Steven J. Delvo party shall hereby assume the aforesaid duty of payment of road maintenance costs as formerly owed by said Dunner parties.

3. Further, said Steven J. Delvo agrees to widen said road (known as "Jeri Lane") to 12 feet and to improve said road with a four (4) inch layer of 3/4 minus gravel.

Dated June 5, 1978.

STATE OF WASHINGTON)
COUNTY OF ST. JAMES) ss

On this day, personally appeared before me W. H. DUNN, JUDITH A. DUNN, and STEVEN J. DELVO, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and official seal this 5th day of June, 1978.

Notary Public in and for the State of Washington, residing at Stevenson.

