

Requested by and Return to:  
**Fidelity National Agency Solutions**  
6500 Pinecrest Drive, Suite 600  
Plano, Tx 75024

**HRS-NL953**

**Document Title(s):** AFFIDAVIT DECLARATION OF ROAD MAINTENANCE

**Grantor(s):** LONNIE MARTINEZ AND JUDITH MARTINEZ

**Grantee(s):** NATIONS LENDING CORPORATION

**Legal Description** (Abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)  
LOT 1, SHORT PLAT NO. 07-0226, APPROVED MARCH 3, 2008, RECORDED MARCH 5, 2008 UNDER  
AUDITOR'S FILE NO. 200803050027, BEING A PORTION OF GOVERNMENT LOT 1, SECTION 1, TOWNSHIP  
35 NORTH, RANGE 4 EAST, W.M.,

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND UTILITIES AS  
DESCRIBED IN EASEMENT EXCHANGE AGREEMENT RECORDED OCTOBER 6, 2005 UNDER AUDITOR'S  
FILE NO. 2005100610129.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

MANUFACTURED/MOBILE HOME:  
NAME: FLEETWOOD  
MODEL NO: 7704R  
NEW/USED/YEAR: NA  
SERIAL NO: 0RFL84832497FE13  
LENGTH AND WIDTH : NA

**Assessor's Property Tax Parcel/Account Number:** P35452

State of WASHINGTON

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County of SKAGIT

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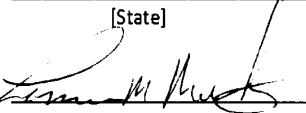
AFFIDAVIT DECLARATION OF  
ROAD MAINTENANCE

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The undersigned hereby declare that they are the owner of an easement in the nature of a private right-of-way or of lands to which such easement is attached, such easement being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

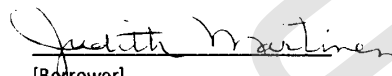
1. We hereby declare that we shall fully bear any and all costs required for maintenance and repairs of said easement under the terms and conditions set forth herein:
2. Said easement described herein shall be used in common with other owners of said easement or lands to which such easement is attached.
3. Said easement shall be maintained in a good, passable condition under all traffic and weather conditions.
4. Repairs or maintenance on said easement shall be required when a majority of those owners who use said easement for ingress or egress reach a decision that such repairs or maintenance are necessary. Pursuant to that decision, repairs or maintenance will commence within sixty (60) days. We hereby affirm that we will be responsible for all costs of such repairs or maintenance to the extent that such costs are not paid by other owners of the easement, up to the complete cost of such repairs or maintenance. Nothing herein shall be interpreted as requiring contribution for major improvements in the traveled portion in said easement, however, if such improvements are constructed, this agreement shall apply to the repair or maintenance of such improved facilities.
5. If we fail, after demand in writing, to pay any portion of the expense of repairs or maintenance upon the easement herein described, action may be brought against us in a court of competent jurisdiction by the other owners or the holder of a valid first lien mortgage on property served by the easement, either jointly or severally, for contribution and costs of such legal action, including legal fees.
6. We agree to indemnify and hold harmless the NATIONS LENDING CORPORATION and holder any secured lien interest obtained as a consequence of reliance on the representations of this affidavit against any breach thereof.
7. Nothing herein shall be interpreted as limiting or restricting the rights of the undersigned or their successors in interest from pursuing such remedies as may be available under the law against owners of said easement or lands to which said easement is attached who are not bound by this agreement.

IN WITNESS WHEREOF, we have executed this declaration this 23 day of  
MAY, 2020, at SEDRO WOOLLEY, SKAGIT County  
[city] [county]  
WASHINGTON  
[State]

  
[Borrower]

Borrower Printed Name

LONNIE MARTINEZ

  
[Borrower]

Borrower Printed Name

JUDITH MARTINEZ

State of WASHINGTON

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County of SKAGIT

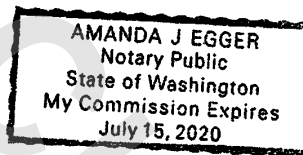
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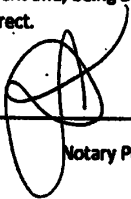
NOTARY'S AFFIDAVIT

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Before me, a notary public, on this day personally appeared the above individuals, known to me to be the persons whose name are subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

(Notary's Seal)



 5/23/2020  
Notary Public's Signature & Date

Parcels & Parcel Map Number P35452

Parcels &amp; Parcel Map Number \_\_\_\_\_