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11/29/2021 01:38 PM Pages: 1 of 8 Fees: \$210.50
Skagit County Auditor

**AFTER RECORDING RETURN TO:
Public Works – Attn: Brenda Olson
1800 CONTINENTAL PLACE
MOUNT VERNON, WA 98273**

DOCUMENT TITLE: Temporary Construction Easement

DATE SIGNED: November 29, 2021

GRANTOR: Singletrack Mind LLC

GRANTEE: Skagit County

COUNTY CONTRACT NO.: C20210574

PARCEL #: P23346

ABBREVIATED LEGAL DESCRIPTION:

(0.9300 ac) TAX 25A: LOT 1, SKAGIT COUNTY SHORT PLAT NO. PL17-0490, RECORDED UNDER AF#201801030035, BEING A PORTION OF GOVERNMENT LOT 3 OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

After Recording, Return to:
SKAGIT COUNTY PUBLIC WORKS DEPARTMENT
Attn: County Engineer
1800 Continental Place
Mount Vernon, WA 98273-5625

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 29 2021

Amount Paid \$
By *Mh* Skagit Co. Treasurer Deputy

TEMPORARY CONSTRUCTION EASEMENT

Grantors:	Singletrack Mind LLC
Grantee:	Skagit County a political subdivision of the State of Washington
Abbreviated Legal Description:	Lot 1 of Short Plat No. PL17-0490, Recorded under AF#201801030035, Ptn. of Lot 3 of Section 1, Township 34N, Range 4E, W.M.
Additional Legal(s)	Exhibit A and B, attached hereto and made part of
Assessor's Tax Parcel ID#:	P23346

Francis Road Reconstruction Section 1

The undersigned, **Singletrack Mind LLC**, a Washington limited liability company, (herein "Grantor"), and **Skagit County**, a political subdivision of the State of Washington (herein "Grantee"), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants a temporary, non-exclusive construction easement and appurtenances thereto ("Temporary Easement"), as provided herein. Grantor and Grantee may be individually referred to herein as a "party" and may be collectively referred to herein as the "parties." The terms of this Temporary Easement are further provided as follows:

1. Nature and Location of Easement. The Temporary Easement hereby granted by Grantor herein shall be a temporary construction easement for the benefit of Grantee, Grantee's agents, employees, and contractors over, upon, across, through, a portion of real property depicted on *Exhibit "A"* and legally described on *Exhibit "B"*, attached hereto and incorporated herein by this reference, for the purpose of providing a temporary construction easement (and any related appurtenances thereto), including the right of ingress and egress with all necessary equipment for a Project, primarily including, but not necessarily limited to, installing an open ditch conveyance system, within said Temporary Easement, for any and all other purposes reasonably related thereto (the "Project").

2. Use of Easement. Except as provided herein to the contrary, the Grantee, Grantee's employees, agents, and contractors, shall have the right, without notice, and at all times, to enter upon the Grantor's Property within the Temporary Easement area (as described and depicted in *Exhibit "A"* and *"B"*) for purposes of using the Temporary Easement for the Project. This includes the area needed for staging (stockpile of materials to be used in Project). Grantor shall not have the right to exclude Grantee, Grantee's employees, agents, contractors, or other third parties from the Temporary Easement. Grantor shall not place,

construct, or cause to be placed or constructed or maintained any building, structure, obstruction, and/or improvements within or upon the Temporary Easement area (or otherwise alter, interfere with, or disturb the Project) while the Temporary Easement is in effect, without approval of the Grantee.

2.1 The Grantor specifically recognizes and agrees that Grantee is in no way obligated in the future to make, construct, operate, maintain, or repair the Project at (or within the vicinity of) Grantor's Property pursuant to the terms of this Temporary Easement.

3. Termination of Temporary Easement. This Temporary Easement shall expire and terminate at such time as the Grantee has completed the Project or activity necessitating the use of the Temporary Easement as described hereinabove (as determined by Grantee). This Temporary Easement shall otherwise expire by its own terms and terminate on December 31, 2023, whichever is sooner.

4. Governing Law; Venue. This Temporary Easement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action brought under or relating to the terms of this Temporary Easement shall be in Skagit County, State of Washington.

5. Entire Agreement. This Temporary Easement contains the entire agreement between the parties hereto and incorporates and supersedes all prior negotiations or agreements. It may not be modified or supplemented in any manner for form whatsoever, either by course of dealing or by parol or written evidence of prior agreements and negotiations, except upon the subsequent written agreement of the parties. Waiver or breach of any term or condition of this Temporary Easement shall not be considered a waiver of any prior or subsequent breach.

DATED this 20th day of October, 2021.

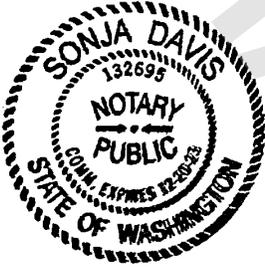
GRANTOR(S):

Singletrack Mind LLC

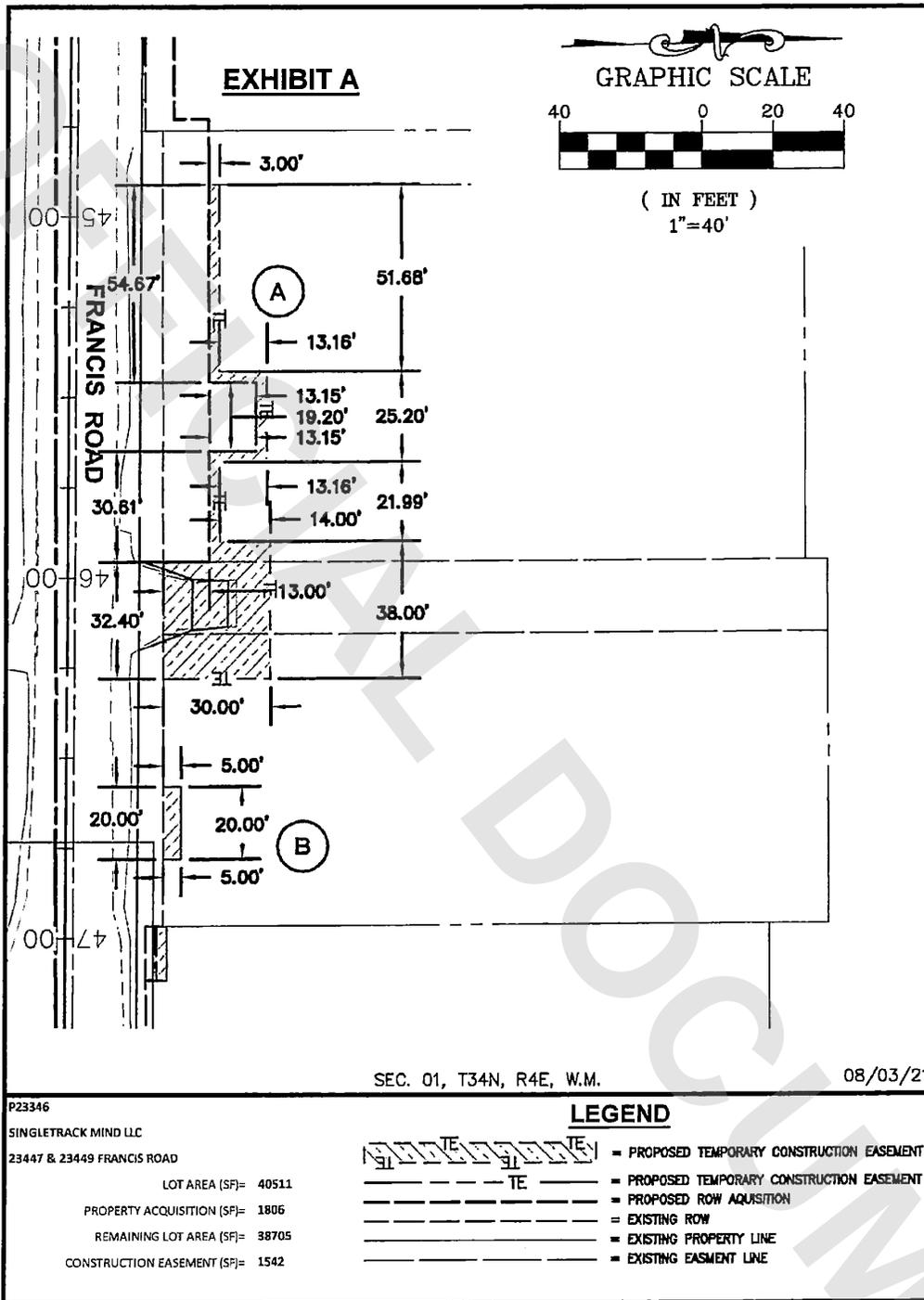
By: [Signature]
Its: James Eidson, Managing Member

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that James Eidson, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Managing Member of Singletrack Mind LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: 10/20/21
Signature: [Signature]
Notary Public in and for the State of Washington
Notary (print name): Sonja Davis
Residing at: Kirkland
My appointment expires: 12/20/23



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**EXHIBIT B
LEGAL DESCRIPTION
FOR
TEMPORARY CONSTRUCTION EASEMENT
SINGLETRACK MIND, LLC TO SKAGIT COUNTY**

(Portion of Assessor's Parcel No. P23346) A

That portion of the of Government Lot 3, Section 1, Township 34 North, Range 4 East, W.M., Skagit County, Washington, more particularly described as follows:

Commencing at the Southeast corner of said Government Lot 3; Thence North 88°54'57" West along the South line of said Government Lot 3, for a distance of 282.98 feet; Thence North 01°05'02" East for a distance of 30.00 feet to the North right of way of Francis Road as it existed in June 2020, and to the **Point of Beginning**. Thence continuing North 01°05'02" East for a distance of 30.00 feet; Thence North 88°54'58" West for a distance of 38.00 feet; Thence South 01°05'02" West for a distance of 14.00 feet; Thence North 88°56'02" West for a distance of 21.99 feet; Thence North 01°27'29" East for a distance of 13.16 feet; Thence North 88°55'48" West for a distance of 25.20 feet; Thence South 01°27'29" West for a distance of 13.16 feet; Thence North 88°54'00" West for a distance of 51.68 feet; Thence South 01°15'00" West for a distance of 3.00 feet; Thence South 88°54'58" East for a distance of 54.67 feet; Thence North 01°27'29" East for a distance of 13.15 feet; Thence South 88°55'48" East for a distance of 19.20 feet; Thence South 01°27'29" West for a distance of 13.15 feet; Thence South 88°54'58" East for a distance of 30.61 feet; Thence South 01°05'02" West for a distance of 13.00 feet to the said North right of way of Francis Road; Thence South 88°54'58" East along said right of way, for a distance of 32.40 feet to the **Point of Beginning**.

Continuing 1,442 Square Feet, more or less.

The portion of parcel P23346 described above is derived from the engineering design for Skagit County Public Works project number ES7900-8, Francis Road Reconstruction Section 1.

Situate in Skagit County, Washington.

Prepared by Larry Steele & Associates, Inc.
Land Surveyors
1334 King Street, Ste. 1
Bellingham WA 98229
360-676-9350
Job #15618
August 17, 2021



S:\LSA Project Files\2000-2020 Projects\2018 Projects\2018-156 R&E - Francis Rd Reconstruction\Legals\11-21-20\15618 TCE A P23346 (08.17.21).doc

**EXHIBIT B
LEGAL DESCRIPTION
FOR
TEMPORARY CONSTRUCTION EASEMENT
SINGLETRACK MIND, LLC TO SKAGIT COUNTY
(Portion of Assessor's Parcel No. P23346) B**

That portion of the of Government Lot 3, Section 1, Township 34 North, Range 4 East, W.M., Skagit County, Washington, more particularly described as follows:

Commencing at the Southeast corner of said Government Lot 3; Thence North 88°54'57" West along the South line of said Government Lot 3, for a distance of 214.38 feet; Thence North 01°05'02" East for a distance of 30.00 feet to the North right of way of Francis Road as it existed in June 2020; Thence North 88°54'58" West, along said North right of way, for a distance of 18.60 feet to the **Point of Beginning**. Thence North 01°05'02" East for a distance of 5.00 feet; Thence North 88°54'58" West for a distance of 20.00 feet; Thence South 01°05'02" West for a distance of 5.00 feet; Thence South 88°54'58" East for a distance of 20.00 feet to the **Point of Beginning**.

Continuing 100 Square Feet, more or less.

The portion of parcel P23346 described above is derived from the engineering design for Skagit County Public Works project number ES7900-8, Francis Road Reconstruction Section 1.

Situate in Skagit County, Washington.

Prepared by Larry Steele & Associates, Inc.
Land Surveyors
1334 King Street, Ste. 1
Bellingham WA 98229
360-676-9350
Job #15618
August 16, 2021

