

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 03/12/2026

Document Title: Temporary Easement
Reference Number of Related Document: N/A
Grantors: The heirs and devisees of John W. Millage
Grantee: State of Washington, Department of Transportation
Legal Description: PTN SE 1/4 NE 1/4 of S12, T36N, R3E, W.M., Skagit County
Additional Legal Description is on Page 6 of Document.
Assessor's Tax Parcel Number: Ptn P47778

TEMPORARY EASEMENT

I-5 – Tributaries to Friday, Lake & Chuckanut Creeks - Fish Passage (I-5/UNT to Friday Creek) – Parcel 1-26118 Exhibit Map

The Grantors, **The heirs and devisees of John W. Millage, deceased**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, convey and grant unto the State of Washington, acting by and through its Department of Transportation, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of construction activities, plant establishment and maintenance in connection with the I-5, Tributaries to Friday, Lake & Chuckanut Creeks – Fish Passage Project.

Said lands being situated in Skagit County, State of Washington, as described in Exhibit A ("Premises"), attached hereto and made a part of.

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on December 9, 2032. Provided, however, that Grantee's use and occupancy of the easement area is limited (to): between April 1, 2025 and December 9, 2029 for construction activities and again between December 10, 2029 and December 9, 2032 for plant establishment and maintenance during the Term.

**recording requested by
First American Title as an
accommodation only**

TEMPORARY EASEMENT

Grantee shall provide Grantor written notice no less than 14 days in advance of Grantee's intent to exercise its rights under this Temporary Easement.

The State shall, upon exercise of the rights and completion of the construction described herein, remove all debris and restore the surface of the Premises to a condition as close as reasonably practicable to its condition existing immediately prior to the exercise of such rights, excepting any modifications or improvements made as part of the construction project.

The undersigned Grantors hereby authorize and instruct the State of Washington, Department of Transportation to pay the entire consideration to Shannon R. Millage, and direct that the State voucher in payment thereof shall be executed only by said Shannon R. Millage.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Dated: January 14, 2026

HEIRS AND DEVISEES OF JOHN W. MILLAGE, deceased

By: Lisa J. Tomlinson By: Shannon R. Millage
LISA J. TOMLINSON SHANNON R. MILLAGE

By: Shannon R. Millage
TIM MILLAGE
By: SHANNON MILLAGE, Attorney-In-Fact

Accepted and Approved
STATE OF WASHINGTON
Department of Transportation

By: _____
Synthia Armstrong, Northwest Region
Real Estate Services Manager
Authorized Signatory

Date: _____

TEMPORARY EASEMENT

Grantee shall provide Grantor written notice no less than 14 days in advance of Grantee's intent to exercise its rights under this Temporary Easement.

The State shall, upon exercise of the rights and completion of the construction described herein, remove all debris and restore the surface of the Premises to a condition as close as reasonably practicable to its condition existing immediately prior to the exercise of such rights, excepting any modifications or improvements made as part of the construction project.

The undersigned Grantors hereby authorize and instruct the State of Washington, Department of Transportation to pay the entire consideration to Shannon R. Millage, and direct that the State voucher in payment thereof shall be executed only by said Shannon R. Millage.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Dated: January 14, 2026

HEIRS AND DEVISEES OF JOHN W. MILLAGE, deceased

By: Lisa J. Tomlinson By: Shannon R. Millage
LISA J. TOMLINSON SHANNON R. MILLAGE

By: Shannon R. Millage
TIM MILLAGE
By: SHANNON MILLAGE, Attorney-In-Fact

Accepted and Approved
STATE OF WASHINGTON
Department of Transportation

By: Synthia Armstrong
Synthia Armstrong (Feb 23, 2026 15:57:31 PST)
Synthia Armstrong, Northwest Region
Real Estate Services Manager
Authorized Signatory

Date: Feb 23, 2026

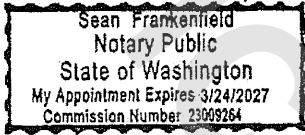
TEMPORARY EASEMENT

STATE OF WASHINGTON)

: SS
County of Asotin)

On this 14th day of January, 2026 before me personally appeared Lisa J. Tomlinson, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



[Signature]
Notary Public in and for the State of
Washington, residing at King County
My commission expires 3/24/2027

- This notarial act was completed:
- In Person
 - In Person Electronic
 - Remote Using Communication Technology

TEMPORARY EASEMENT

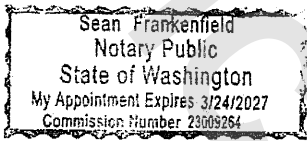
STATE OF WASHINGTON)

: ss

County of Pend Oreille)

On this 14th day of January, 2026 before me personally appeared Shannon Millage, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



[Signature]
Notary Public in and for the State of
Washington, residing at King County
My commission expires 3/24/2027

This notarial act was completed:

- In Person
- In Person Electronic
- Remote Using Communication Technology

TEMPORARY EASEMENT

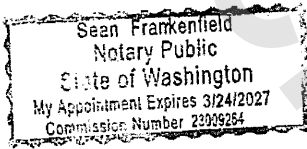
STATE OF WASHINGTON)

: ss

County of Pend Oreille)

On this 14th day of January, 2026 before me personally appeared Shannon Millage to me known to be the individual who executed the foregoing instrument as attorney in fact of Tim Millage therein described, and acknowledge to me that he signed and sealed the said instrument as such attorney in fact for said principal, freely and voluntarily, and for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Tim Millage is now living.

GIVEN under my hand and official seal the day and year last above written.



[Signature]
Notary Public in and for the State of
Washington, residing at King County
My commission expires 3/24/2027

- This notarial act was completed:
- In Person
 - In Person Electronic
 - Remote Using Communication Technology

TEMPORARY EASEMENT

EXHIBIT A

All that portion of the hereinafter described PARCEL "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 910+93± on the SR 5 line survey of SR 5, Chuckanut Drive to Alger, and 166.3 feet westerly therefrom, said point being on the easterly line of said PARCEL "A"; thence southerly along said easterly line to a point opposite HES 908+36± on said line survey and 181.5 feet westerly therefrom, said point being the southeast corner of said PARCEL "A"; thence westerly along the southerly line of said PARCEL "A" to a point opposite HES 908+53± on said line survey and 359.5 feet westerly therefrom; thence northeasterly to the point of beginning.

PARCEL "A"

That portion of the Southeast Quarter of the Northeast Quarter of Section 12, Township 36 North, Range 3 East of the Willamette Meridian, lying easterly of the vacated Alger Samish Road; EXCEPT that easterly portion thereof conveyed to the State of Washington by Deed recorded as Skagit County Auditor's File No. 617663 on February 6, 1952;

TOGETHER WITH that portion of the Alger-Lake Samish Road vacated by final order of vacation entered June 27, 1967 in Commissioner File No. 12013, which has reverted thereto by operation of law.

Situate in Skagit County, Washington

The lands herein described contain an area of 28.314 square feet, more or less, the specific details concerning all of which are shown on the certain Exhibit Map entitled I-5, Tributaries to Friday, Lake & Chuckanut Creeks – Fish Passage, (I-5/UNT to Friday Creek), Parcel 1-26118, Exhibit Map, dated December 18, 2024.

Grantors' Initials
LT