

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 07/02/2026

Grantor: 888 Alger LTD.

Grantee: State of Washington, Department of Transportation

Legal Description: Ptn Section 12, Township 36 North, Range 3 East – Ptn. SE & Section 7, Township 36 North, Range 4 East – Ptn. Gov. Lots 3 & 4, Skagit County
Additional Legal Description is on Pages 4 & 5 of Document.

Assessor's Tax Parcel Numbers: Ptns P47824, P47827, P48999, P47825, & P47826

EASEMENT

State Route 5, Chuckanut Drive to Alger

The Grantor, **888 Alger LTD., a Washington corporation**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, conveys and grants 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 rights of Eminent Domain, an easement over, under, upon and across the hereinafter described lands for the purpose of constructing, operating and maintaining a drainage facility.

Said lands being situated in Skagit County, State of Washington, as described as follows:

For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof

Grantor reserves the right to use the hereinabove described property for purposes that will not unreasonably interfere with the Grantee's full enjoyment of the rights hereby granted. Neither Grantor nor its successors and/or assigns may erect or construct any building or structure on said property without the prior written consent of the State of Washington, Department of Transportation. As used herein, "building or structure" means anything constructed or erected on the ground or any improvement built up or composed of parts joined

FA No. NA
Project No. 100540W
Parcel No. 1-26117



EASEMENT

together in some definite manner and affixed to the ground, including fences, walls and signs. No excavation shall be allowed within the easement area, for the maintenance and safety of the structure, without prior written approval of the State of Washington, Department of Transportation. Grantor shall submit to the State of Washington, Department of Transportation, for said written approval, a work plan for any excavation or construction. Said work plan shall be submitted to the State of Washington, Department of Transportation, for written approval not fewer than 30 days prior to the expected work start date, which approval shall not be unreasonably withheld.

The Grantee will be responsible for maintenance of all the Grantee's improvements constructed under this easement. Any maintenance or inspections by WSDOT within the permanent easement area will be accessed from the WSDOT right of way.

It is understood and agreed that delivery of this 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: May 7, 2026

888 ALGER LTD.,
A Washington Corporation

By: [Signature]
VICTOR NEWMAN, PRESIDENT

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

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

Date: _____



EASEMENT

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Dated: May 7, 2026

888 ALGER LTD.,
A Washington Corporation

By: 
VICTOR NEWMAN, PRESIDENT

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

Synthia Armstrong
By: Synthia Armstrong (Jun 23, 2026 15:37:01 PDT)
Synthia Armstrong, Northwest Region
Real Estate Services Manager
Authorized Signatory

Date: 06/23/2026

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EASEMENT

Province of British Columbia ^{AS}
 STATE OF WASHINGTON)
 Country of Canada ^{AS} : ss. Vancouver
 County of Canada)

On this 7th day of May, 2026 before me personally appeared Victor Newman to me known to be the President of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

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

Andrea Susan Banks
 A Notary Public In and For the
 Province of British Columbia
 300-1055 West Hastings Street
 Vancouver, BC V6E 2E9 Canada

Notary Public in and for the State of
British Columbia
Washington, residing at 300-1055 West Hastings Street
Vancouver, BC V6E 2E9 Canada
 My commission expires Permanently

This notarial act was completed:

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

Andrea Susan Banks
 A Notary Public In and For the
 Province of British Columbia
 300-1055 West Hastings Street
 Vancouver, BC V6E 2E9 Canada

EASEMENT**EXHIBIT A**

All that portion of the hereinafter described TRACT "X" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 901+07 on the SR 5 line survey of SR 5, Chuckanut Drive to Alger, and 420 feet westerly therefrom; thence northwesterly to a point opposite HES 901+43 on said line survey and 523 feet westerly therefrom; thence northerly to a point opposite HES 902+58 on said line survey and 501 feet westerly therefrom; thence northeasterly to a point opposite HES CO. RD. 96+45 on the CO. RD. line survey of said highway and 30 feet southwestly therefrom; thence southeasterly to a point opposite HES CO. RD. 97+39± on said line survey and 30 feet northeasterly therefrom, said point being on the westerly margin of SR 5; thence southeasterly along said westerly margin to a point opposite HES CO. RD. 97+62 ± on said line survey and 35 feet southwestly therefrom; thence southwestly along said westerly margin to a point opposite HES 901+43.63 on said line survey and 420 feet, more or less, westerly therefrom; thence southerly to the point of beginning.

Together with all that portion of the hereinafter described TRACT "X" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 898+10 on the SR 5 line survey of SR 5, Chuckanut Drive to Alger and 369.42 feet westerly therefrom; thence southwestly to a point opposite HES 897+68 on said line survey and 468 feet westerly therefrom; thence westerly to a point opposite HES 897+59 on said line survey and 599 feet westerly therefrom; thence southerly to a point opposite HES 896+56 on said line survey and 610 feet westerly therefrom; thence easterly to a point opposite HES 896+44 on said line survey and 473 feet westerly therefrom; thence northeasterly to a point opposite HES 897+07 on said line survey and 316.59 feet westerly therefrom; thence northwesterly to the point of beginning.

TRACT "X"**Parcel A:**

The Southeast 1/4 of Section 12, Township 36 North, Range 3 East, W.M., except public roads and Rights-of-Way thereof, including, but not limited to:

1. The Right-of-Way for the Barrell Springs Road Right-of-Way across a southwestly portion of the Southwest 1/4 of the Southeast 1/4.
2. That easterly portion of the Southeast 1/4 conveyed to the State of Washington by Deed recorded March 28, 1962 under Auditor's File No. 619601.



EASEMENT**EXHIBIT A**
(continued)

3. The Right-of-Way for Alger-Lake Samish Road No. 227 as conveyed to Skagit County by Deed recorded January 4, 1965 under Auditor's File No. 660477 across a portion of the Northeast 1/4 of said Southeast 1/4.

Situate in Skagit County, Washington.

Parcel B:

That portion of Government Lot 4 of Section 7, Township 36 North, Range 4 East, W.M., lying southwesterly of that certain tract of land conveyed to State of Washington by Deed recorded February 21, 1967 under Auditor's File No. 695111 for Interstate Highway No. 5.

Situate in Skagit County, Washington.

Parcel C:

That portion of the North 1/2 of Government Lot 3 in Section 7, Township 36 North, Range 4 East, W.M. that lies both westerly of the westerly most Right-of-Way line of Interstate Highway No. 5 as appropriated by decree entered October 26, 1962 in Skagit County Cause No. 26648 and northerly of the centerline of an old railway Right-of-Way which is now a vacated county road.

Situate in Skagit County, Washington.

The lands herein described contain an area of 53,940 square feet, more or less, the specific details concerning all of which are to be found on sheet 16 of that certain plan entitled SR 5, Chuckanut Drive to Alger, now of record and on file in the office of the Secretary of Transportation at Olympia, bearing date of approval January 26, 1960, revised September 9, 2025.

Grantor's Initials

