

AFTER RECORDING RETURN TO:

First American Title  
1160 Cascade Place Ste. 104  
Burlington, WA. 98233  
attn: Sandee Olson



200512220115  
Skagit County Auditor

12/22/2005 Page 1 of 11 2:44PM

|                  |   |
|------------------|---|
| Grantor/Grantee. | BOYES, John A.  |
| Grantor/Grantee. | GOODYEAR NELSON LUMBER COMPANY, INC.  |
| Abbrev. Leg.     | Ptn of SE ¼ and SW ¼ of Sec. 36, T35N, R4E, W.M.  |
| Tax Parcel Nos.  | 350436-4-002-0003/P38426; 350436-4-001-0004/P38424; 350436-4-003-0002/P38427<br>350436-0-006-0205/P38406; 350436-4-004-0009 |

**QUIT CLAIM DEED  
TO EXCHANGE PROPERTY  
WITH RESERVATION OF EASEMENT  
FOR BOUNDARY LINE ADJUSTMENT**

FIRST AMERICAN TITLE CO.

B06945E-2

ACCOMMODATION RECORDING ONLY

**RECITALS**

JOHN A. BOYES, as his separate estate, is owner of the real property currently described on EXHIBIT A (the "Boyes property"), which is attached hereto and by this reference incorporated herein.

GOODYEAR NELSON LUMBER COMPANY, INC., a Washington corporation, is owner of the real property currently described on EXHIBIT B (the "Goodyear Nelson property"), which is attached hereto and by this reference incorporated herein.

The above named owners wish to adjust the boundaries to their properties by transferring a portion of the Boyes property to the Goodyear Nelson property and transferring a portion of the Goodyear Nelson property to Boyes. That portion of the Boyes property described as "Tract X" on EXHIBIT C will be adjusted to the Goodyear Nelson property and that portion of the Goodyear Nelson property described as "Tract Y" on EXHIBIT C will be transferred to Boyes.

A sketch is attached hereto as EXHIBIT D.

Following the adjustment, the Boyes property will be as described on EXHIBIT E, attached hereto and incorporated by this reference, and the Goodyear Nelson property will be as described on EXHIBIT F, which is attached hereto and incorporated by this reference.

**THEREFORE:**

**THE GRANTOR**, JOHN A. BOYES, as his separate estate, for valuable consideration in hand paid, conveys and quitclaims to:

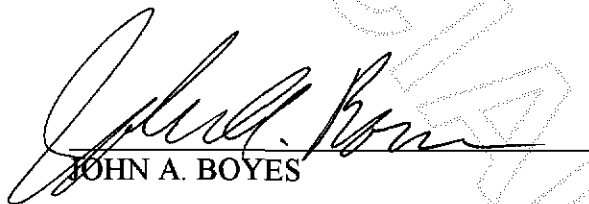
**THE GRANTEE**, GOODYEAR NELSON LUMBER COMPANY, INC., a Washington corporation, that parcel of real property described as "Tract X" on EXHIBIT C, which is attached hereto and by this reference incorporated herein, together with all after acquired title of the Grantor therein.

**AND THE GRANTOR**, GOODYEAR NELSON LUMBER COMPANY, INC.,  
a Washington corporation, as his separate estate, for valuable consideration in hand paid,  
conveys and quitclaims to:

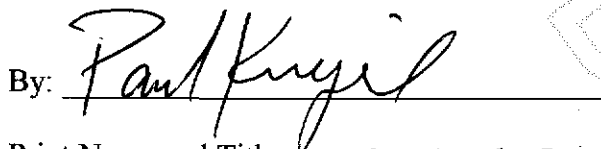
**THE GRANTEE**, JOHN A. BOYES that parcel of real property described as  
"Tract Y" on EXHIBIT C, which is attached hereto and by this reference incorporated  
herein, together with all after acquired title of the Grantor therein.

The above described parcels (boundary adjustment parcels described on EXHIBIT C)  
will be combined or aggregated with contiguous property owned by the respective  
Grantees. This boundary line adjustment is not for the purpose of creating an additional  
building lot.

Dated: Oct 19, 2005.

  
JOHN A. BOYES

GOODYEAR NELSON LUMBER COMPANY, INC.:

By: 

Print Name and Title: Paul Kriegel, Resource Manager

# 7070  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

DEC 22 2005

Amount Paid \$  
By Skagit Co. Treasurer Deputy

# 7071  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

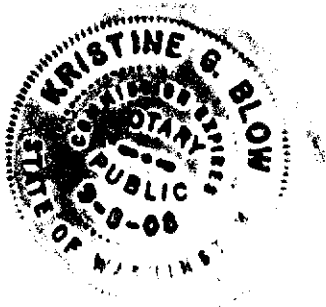
DEC 22 2005

Amount Paid \$  
By Skagit Co. Treasurer Deputy

STATE OF WASHINGTON )  
 : ss  
COUNTY OF SKAGIT )

On this day personally appeared before me, Paul Kriegel,  
to me known to be the Resource Manager of GOODYEAR NELSON LUMBER  
COMPANY, INC., the corporation that executed the foregoing instrument, and  
acknowledged the 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/SHE IS authorized to execute the said instrument and that the seal affixed is the  
corporate seal of said corporation.

Dated: 10/25, 2005.



Kristine G. Blow

Printed Name: Kristine G. Blow

NOTARY PUBLIC in and for the State of

Washington, residing at 2429 Roeder Ave

Bellingham WA 98225

My appointment expires: 9-8-2008

STATE OF WASHINGTON )  
 : ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that JOHN A. BOYES is the  
person who appeared before me, and said person acknowledged that he signed this  
instrument and acknowledged it to be his free and voluntary act for the uses and purposes  
mentioned in this instrument.

Dated: October 19, 2005.



Heidi K. Nichols

Printed Name: Heidi K. Nichols

NOTARY PUBLIC in and for the State of

Washington, residing at Mount Vernon

My appointment expires: May 20, 2006



**EXHIBIT A**  
**Boyes Property**  
**Before Boundary Line Adjustment**

The Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36, Township 35 North, Range 4 East, W.M., EXCEPT the East 23.5 acres thereof, and EXCEPT rights of way of Northern Pacific Railroad Company, Puget Sound Cascade Railway Company, and Puget Sound Pulp & Timber Company, and EXCEPT State Road No. 1-A.

The East 23.5 acres of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36, Township 35 North, Range 4 East, W.M.

That portion of the Puget Sound and Cascade Railway Company across and within Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36, Township 35 North, Range 4 East, W.M.

That portion of a strip of land 100 feet in width as conveyed to the Seattle Lake Shore & Eastern Railway Company by instruments recorded in Volume 10 of Deeds, page 32, on January 22, 1890, and recorded in Volume 11 of Deeds, page 427, on May 12, 1890, and as conveyed to the S. & I. Railway company by instrument recorded in Volume 37 of Deeds, page 227, on March 21, 1889, records of Skagit County, Washington, lying within the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36, Township 35 North, Range 4 East, W.M., EXCEPT the East 23.5 acres thereof, and EXCEPT any portion thereof conveyed by Robert Mumford by instrument recorded in Volume 532 of Deeds, page 70, under recording No. 8309290021, records of Skagit County, Washington.

All of the above subject to reservations of minerals, oil and gas, and other reservations, easements and restrictions of record.

All of the above situate in Skagit County, Washington.



**EXHIBIT B**  
**Goodyear Nelson Property**  
**Before Boundary Line Adjustment**

The South Half of the Northeast Quarter, the North Half of the Southeast Quarter, and the Southeast Quarter of the Southeast Quarter, of Section 36, Township 35 North, Range 4 East, W.M.

Subject to reservations of minerals, oil and gas, and other reservations, easements and restrictions of record.

Situate in Skagit County, Washington



**EXHIBIT C**

**Tract X**

**Boundary Line Adjustment Parcel from Boyes to Goodyear Nelson**

**Boundary Line Adjustment Description**

Grantor: John A. Boyes, as his separate property

Grantee: Goodyear Nelson Lumber Company, Inc., a Washington Corporation

The West 105.00 feet ( as measured perpendicular to the West line) of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 35 North, Range 4 East, W.M.;

EXCEPT State Highway 1-A (SR-9);

SUBJECT TO a non-exclusive mutually beneficial easement for ingress, egress and utilities (and the maintenance thereof) over, under and across the above-described parcel reserved by the grantor or his assigns. Any roadway or utility construction proposed by the grantor or his assigns must be mutually agreed to by the grantee prior to construction to insure that there will be no conflict in land use by the grantee.

AND ALSO SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

Containing 134,057 sq. ft. 3.08 acres

The above described property is to be combined or aggregated with contiguous property to the north owned by the Grantee (Parcel No. P-38399)

This Boundary Line Adjustment is not for the purpose of creating an additional building lot.

**APPROVED**

Reviewed and approved in accordance with Skagit County Code, Chapter 14.18.700

Skagit County

By: Grace Roder

Date: 11/2/2005

Title: Associate Planner



**Tract Y**  
**Boundary Line Adjustment Parcel from Goodyear Nelson to Boyes**

**Boundary Line Adjustment Description**

Grantor: Goodyear Nelson Lumber Company, Inc., a Washington Corporation  
Grantee: John A. Boyes, as his separate property

That portion of the Southeast 1/4 of the Southeast 1/4 of Section 36, Township 35 North, Range 4 East, W.M., being more particularly described as follows:

BEGINNING at the Southwest corner of said Southeast 1/4 of the Southeast 1/4;  
thence North 0°06'19" East along the West line of said Southeast 1/4 of the  
Southeast 1/4 for a distance of 730.00 feet;  
thence South 28°10'47" East for a distance of 607.16 feet;  
thence South 0°06'19" West for a distance of 201.90 feet, more or less, to the South  
line of said Southeast 1/4 of the Southeast 1/4 at a point bearing South 88°35'18"  
East from the POINT OF BEGINNING;  
thence North 88°35'18" West along said South line for a distance of 287.78 feet,  
more or less, to the POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

Containing 134,057 sq. ft. 3.08 acres

The above described property is to be combined or aggregated with contiguous property to the west owned by the Grantee (Parcel No. P-38424)

This Boundary Line Adjustment is not for the purpose of creating an additional building lot.

For additional meridian and subdivision information see that certain Record of Survey recorded under Skagit County Auditor's File No. 9507270025.

**APPROVED**

Reviewed and approved in accordance with Skagit County Code, Chapter 14.18.700

Skagit County

By: David Roeder  
Title: Associate Planner

Date: 11/2/2005

### EXHIBIT D

#### Sketch

Survey sketch showing property boundaries, easements, and structures. The sketch includes a large rectangular area with various dimensions and bearings. Key features include a "BEST LINE OF THE EAST 20.5 ACRES" area, a "CENTERLINE EXISTING GRAVEL DRIVE", and a "POUND REPAIR AND CAP" location. The sketch also shows a "HOUSE" and a "GARAGE" area. The survey is dated 4/2/00 and is labeled "SHEET 2 OF 2".

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**EXHIBIT E**  
**Boyes Property**  
**After Boundary Line Adjustment**

The Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36, Township 35 North, Range 4 East, W.M., EXCEPT the East 23.5 acres thereof, and EXCEPT rights of way of Northern Pacific Railroad Company, Puget Sound Cascade Railway Company, and Puget Sound Pulp & Timber Company, and EXCEPT State Road No. 1-A.

The East 23.5 acres of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36, Township 35 North, Range 4 East, W.M.

That portion of the Puget Sound and Cascade Railway Company across and within Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36, Township 35 North, Range 4 East, W.M.

That portion of a strip of land 100 feet in width as conveyed to the Seattle Lake Shore & Eastern Railway Company by instruments recorded in Volume 10 of Deeds, page 32, on January 22, 1890, and recorded in Volume 11 of Deeds, page 427, on May 12, 1890, and as conveyed to the S. & I. Railway company by instrument recorded in Volume 37 of Deeds, page 227, on March 21, 1889, records of Skagit County, Washington, lying within the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36, Township 35 North, Range 4 East, W.M., EXCEPT the East 23.5 acres thereof, and EXCEPT any portion thereof conveyed by Robert Mumford by instrument recorded in Volume 532 of Deeds, page 70, under recording No. 8309290021, records of Skagit County, Washington.

**AND TOGETHER WITH "TRACT Y" DESCRIBED BELOW:**

That portion of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36, Township 35 North, Range 4 East, W.M., being more particularly described as follows:

BEGINNING at the Southwest corner of said Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ;  
thence North  $0^{\circ}06'19''$  East along the West line of said Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  for a distance of 730.00 feet;  
thence South  $28^{\circ}10'47''$  East for a distance of 607.16 feet;  
thence South  $0^{\circ}06'19''$  West for a distance of 201.90 feet, more or less, to the South line of said Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  at a point bearing South  $88^{\circ}35'18''$  East from the POINT OF BEGINNING;  
thence North  $88^{\circ}35'18''$  West along said South line for a distance of 287.78 feet, more or less, to the POINT OF BEGINNING.

AND TOGETHER WITH a non-exclusive mutually beneficial easement for ingress, egress and utilities (and the maintenance thereof) over, under and across the above-described parcel reserved for the benefit of the Boyes property. Any roadway or utility construction proposed by Boyes or his assigns must be mutually agreed to by the Goodyear Nelson, or its successors, prior to construction to insure that there will be no conflict in land use by Goodyear Nelson or its successors.



EXCEPT FROM ALL THE ABOVE, "TRACT X" DESCRIBED BELOW:

The West 105.00 feet ( as measured perpendicular to the West line) of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 35 North, Range 4 East, W.M.;

EXCEPT State Highway 1-A (SR-9);

ALL THE ABOVE SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.



**EXHIBIT F**  
**Goodyear Nelson Property**  
**After Boundary Line Adjustment**

The South Half of the Northeast Quarter, the North Half of the Southeast Quarter, and the Southeast Quarter of the Southeast Quarter, of Section 36, Township 35 North, Range 4 East, W.M.

Subject to reservations of minerals, oil and gas, and other reservations, easements and restrictions of record.

**AND TOGETHER WITH "TRACT X" DESCRIBED BELOW:**

The West 105.00 feet ( as measured perpendicular to the West line) of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 35 North, Range 4 East, W.M.;

EXCEPT State Highway 1-A (SR-9);

SUBJECT TO a non-exclusive mutually beneficial easement for ingress, egress and utilities (and the maintenance thereof) over, under and across the above-described parcel reserved by the grantor or his assigns. Any roadway or utility construction proposed by the grantor or his assigns must be mutually agreed to by the grantee prior to construction to insure that there will be no conflict in land use by the grantee.

**EXCEPT FROM ALL THE ABOVE, "TRACT Y" DESCRIBED BELOW:**

That portion of the Southeast 1/4 of the Southeast 1/4 of Section 36, Township 35 North, Range 4 East, W.M., being more particularly described as follows:

BEGINNING at the Southwest corner of said Southeast 1/4 of the Southeast 1/4;  
thence North 0°06'19" East along the West line of said Southeast 1/4 of the  
Southeast 1/4 for a distance of 730.00 feet;  
thence South 28°10'47" East for a distance of 607.16 feet;  
thence South 0°06'19" West for a distance of 201.90 feet, more or less, to the South  
line of said Southeast 1/4 of the Southeast 1/4 at a point bearing South 88°35'18"  
East from the POINT OF BEGINNING;  
thence North 88°35'18" West along said South line for a distance of 287.78 feet,  
more or less, to the POINT OF BEGINNING.

ALL THE ABOVE SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

