

AFTER RECORDING MAIL TO:

Name CHARLES SPENCER

Address 444 16th Street

City, State, Zip Bellingham, WA 98225



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Skagit County Auditor
3/9/2005 Page 1 of 4 11:03AM

Filed for Record at Request of: DAVID J. GREEN

Warranty Deed To Trustee

The Grantor(s) DAVID J. GREEN, A SINGLE MALE of the County of SKAGIT State of WA for and in consideration of TEN Dollars (\$ 10⁰⁰), and other good and valuable considerations in hand paid, conveys, grants, bargains, sells, aliens, remises, releases, confirms and warrants under provisions of Section

Unto The Green Family TRUST, CHARLES SPENCER as Trustee and not personally under the provisions of a trust agreement dated the 28th day of FEB 2005, known as Trust Number 2882 BLUE MOUNTAIN, the following described real estate in the County of SKAGIT, State of WASHINGTON to wit:

SEE Attached Exhibit "A" pg 4
18-36-5 P51009

Together with all the tenements, hereditaments and appurtenances thereto, belonging or in anywise appertaining.

To have and to hold the said premises in fee simple forever, with the appurtenances attached thereto upon the trust and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority granted to said Trustee, with respect to the said premises or any part of it, and at any time or times, to subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and

resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to donate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion by leases to commence now or later, and upon any terms and for any period or periods of time and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future renters, to partition or to exchange said property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In No Case shall any party dealing with the said trustee in relation to said premises, to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at the time of delivery thereof, the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in full accordance of the trust's conditions and limitations contained herein and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.

The Interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails, and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property. No beneficiary hereunder shall have any title or interest legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and



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convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 20__.

In Witness Whereof, the said grantor(s) has(have) hereunto set his(their) hands and seals this _____ day of, _____ 20____, A.D.
Signed Sealed and Delivered in our Presence

David J Green

Seal *David J Green*

Seal

State of Washington
County of Skagit

I Hereby Certify that on this day, before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared

to me known as the person(s) described in and who executed the foregoing instrument and Acknowledged before me that _____ executed the same.

Witness my hand and official seal in the county and State last aforesaid this 28th day of Feb, 2005 A. D.,

Linda J. Dennis
Notary Public

My commission expires Sept 15, 2006

OFFICIAL SEAL
LINDA J. DENNIS
NOTARY PUBLIC
STATE OF WASHINGTON
My Commission Expires Sept. 15, 2006

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

1073
MAR 09 2005

Amount Paid \$
By *[Signature]* Skagit Co. Treasurer Deputy



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Parcel "A":

The North 1/2 of the South 2/3rds of the Southeast 1/4 of the Southwest 1/4 of Section 18, Township 36 North, Range 5 East, W.M., lying West of the center line of the Bonneville Power Administration Power Line Road, which center line is more particularly described as follows:

Beginning at a point on the East line of said Southwest 1/4 of Section 18, which point bears North 0 degrees 31'27" East a distance of 1508.51 feet from the Southeast corner of said Southwest 1/4, which point is in the center line of Thompson's Gulch; thence South 62 degrees 59'21" West along the center line of Thompson's Gulch, a distance of 75.39 feet; thence North 87 degrees 29'31" West 191.02 feet; thence North 70 degrees 43'40" West 307.83 feet, more or less, to an intersection of said center line of Thompson's Gulch and the center line of the Bonneville Power Administration Power Line Road; thence South 03'30" West along said power line road a distance of 68 feet; thence continuing along the center of said Power Line Road, South 04 degrees 45' West 200 feet; South 01 degrees West 100 feet; South 08 degrees 15' West 200 feet; South 15 degrees 45' West 200 feet; South 03 degrees 30' East 100 feet; South 23 degrees East 120 feet; South 29 degrees 45' West 100 feet and South 10 degrees West along said center line and said center line produced to the South line of said Southwest 1/4 of Section 18; EXCEPT that portion of said premises lying West of a line beginning 1135 feet East of the Southwest corner of said Section 18, and running thence North to the North line of the Southeast 1/4 of the Southwest 1/4, said Section 18, the terminal point of said line; ALSO EXCEPT that portion lying North of a line more particularly described as follows:

Beginning at the Southwest corner of Section 18, Township 36 North, Range 5 East, W.M.; thence South 89 degrees 36'30" East along the South line of said Section, 1137.25 feet to the intersection of said Section line and the Southerly projection of the West line of Lot 1 of Skagit County Short Plat No. 130-79, recorded in Volume 4 of Short Plats, page 72, under Auditor's File No. 8004250001; thence North 3 degrees 53'52" West along the West line of said Short Plat and the West line of the Hays Survey recorded in Volume 2 of Surveys, page 202, under Auditor's File No. 7911010005, 865.9 feet to an existing fence corner and the point of beginning of this description; thence South 87 degrees 12'57" East, a distance of 677 feet, more or less, to an existing fence corner and extended on the center line of the Bonneville Power Administration Road, and the terminal point of this description.

Parcel "B":

That portion of the South 1/3rd of the Southeast 1/4 of the Southwest 1/4 of Section 18, Township 36 North, Range 5 East, W.M.; lying West of the center line of the Bonneville Power Administration Power Line Road and lying North of that certain line particularly described as follows:

Beginning at the Southwest corner of Section 18, Township 36 North, Range 5 East, W.M.; thence South 89 degrees 36'30" East along the South line of said Section, 1137.25 feet to the intersection of said Section line and the Southerly projection of the West line of Lot 1 of Skagit County Short Plat No. 130-79, recorded in Volume 4 of Short Plats, page 72, under Auditor's File No. 8004250001; thence North 3 degrees 53'52" West along the West line of said Short Plat, 405.31 feet to an existing fence corner and the point of beginning of this description; thence South 87 degrees 25'22" East along said fence line, 646 feet, more or less, to the existing power line road and the terminal point of this description.

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