



When recorded return to:
Department of Natural Resources
Pacific Cascade Region
Attn: Renee Wend
601 Bond Rd,
Castle Rock, WA 98611

Skamania County
Real Estate Excise Tax

N/A
MAY 06 2025

PAID N/A
Skamania County Treasurer
Shelley J. DePinto

EASEMENT AMENDMENT



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
DAVE UPTHEGROVE | COMMISSIONER OF PUBLIC LANDS

Exchanger: JOHN K. ZIEGLER AND DENISE J. ZIEGLER, HUSBAND AND WIFE AND THOMAS W. KELLER, AN UNMARRIED MAN

State: STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES

Exchanger Legal Description: Portions of W1/2SE1/4 Section 10, Township 3 North, Range 6 East, Skamania County, W.M., Washington State.

State Legal Description: Portions of E1/2SW1/4, Section 10 & N1/2 NE1/4, Section 15, Township 3 North, Range 6 East, Skamania County, W.M., Washington State.

Exchanger Assessor's Property Tax Parcel: 03060000060000

State Assessor's Property Tax Parcel: 03060000080000, 03060000010000

Cross Reference: AFN 106796, 2025-000277

DNR Easement No. 50-049841, 55-002303

THIS EASEMENT AMENDMENT is made by and between JOHN K. ZIEGLER AND DENISE J. ZIEGLER, HUSBAND AND WIFE AND THOMAS W. KELLER, AN UNMARRIED MAN (hereafter "Exchanger") and STATE OF WASHINGTON, acting by and through the Department of Natural Resources (hereafter "State"), (collectively referred to as "Parties").

RECITALS

On the 6th of June 1962, Swanberg Bros. Milling Co. granted State an un-related easement agreement which was recorded in the Auditor's Office of Skamania County, Washington on July 24, 1962, under Auditor File No. 66258 and filed in the

Washington State Office of the Commissioner of Public Lands, in Olympia
Washington under file number 55-000105; AND,

- B. WHEREAS, On the 6th of March 1989, Orville Esteb and State entered into an easement exchange agreement which was recorded in the records of Skamania County, Washington on April 3, 1989 under Auditor File No. 106796 and filed in the Washington State Office of the Commissioner of Public Lands, in Olympia Washington under file numbers ("50-049841" and "55-002303"), hereafter "Original Easement"; AND,
- C. WHEREAS, John Ziegler and Tom Keller are successors in interest to Swanberg Bros. Milling Co. and Orville Esteb; AND,
- D. WHEREAS, The Parties intends to amend the Original Easement to provide for additional access roads to benefit both Parties lands ("Amendment"); AND,
- E. WHEREAS, The Exchanger intends to release portions of the Original Easement; AND,
- F. WHEREAS, The Parties intends to replace Exhibit A of the Original Easement; AND,
- G. WHEREAS, The Parties intends to add Exhibit B to the Original Easement; AND,
- H. WHEREAS, State intends to add Habitat Conservation Plan clauses to the Original Easement, which only burdens the States land.

The Parties agree as follows:

AGREEMENT

The conveyance clause listed in

1

- A. Esteb for and in consideration of the grant hereinafter made by State, hereby grants and conveys to State, its successors and assigns, a permanent easement upon, over and along rights or way sixty (60) feet in width, over and across the SW1/4 NE1/4, W1/2SE1/4, Section 10, Township 3 North, Range 6 East, W.M. in Skamania County, Washington,

being thirty (30) feet on each side of the centerlines of a road or roads located approximately as shown in red on the attached "Exhibit A."

Subject as to said lands to all matters of public record.

- B. State for and in consideration of the grant hereinabove made, hereby grants and conveys to Esteb, his successors and assigns, a permanent easement upon, over and along rights or way sixty (60) feet in width, over and across the SE1/4 NW1/4, E1/2SW1/4, Section 10, and the N1/2 NE1/4, Section 15, Township 3 North, Range 6 East, W.M. in Skamania County, Washington, being thirty (30) feet on each side of the centerlines of a road or roads located approximately as shown in green on the attached "Exhibit A."

Subject as to said lands to all matters of public record.

Is hereby replaced with:

- A. Esteb for and in consideration of the grant hereinafter made by State, hereby grants and conveys to State, its successors and assigns, a permanent easement upon, over and along rights or way sixty (60) feet in width, over and across the SW1/4 NE1/4, SE1/4SE1/4, W1/2SE1/4, Section 10, Township 3 North, Range 6 East, W.M. in Skamania County, Washington, being thirty (30) feet on each side of the centerlines of a road or roads located approximately as shown as "STATE EASEMENT AREA" on the attached "Exhibit A", and more specifically shown on that Center Line Survey, recorded February 26, 2025, in Skamania County under Auditor File Number 2025-000277, and by this reference made a part hereof.

Subject as to said lands to all matters of public record.

- B. State for and in consideration of the grant hereinabove made, hereby grants and conveys to Esteb, his successors and assigns, a permanent easement upon, over and along rights or way sixty (60) feet in width, over and across the SE1/4 NW1/4, E1/2SW1/4, Section 10, and the N1/2 NE1/4, Section 15, Township 3 North, Range 6 East, W.M. in Skamania County, Washington, being thirty (30) feet on each side of the centerlines of a road or roads located approximately as shown as "EXCHANGER EASEMENT AREA" on the attached "Exhibit A", and more specifically shown on that Center Line Survey, recorded February 26, 2025, in Skamania County under Auditor File Number 2025-000277, and by this reference made a part hereof.

Subject as to said lands to all matters of public record.

Exchanger also releases easement over that portion of road as shown as "EXCHANGER EASEMENT RELINQUISHMENT" on "Exhibit A"

State also wishes to add the following Clauses to the Original Easement:

III

Compliance with Habitat Conservation Plan. The Proposed Exchanger Easement Area is located within an area that is subject to the State's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. TE812521-1 as supplemented by Permit No. 1168 (collectively "ITP"). As long as the Habitat Conservation Plan remains in effect, Grantee and all contractors, subcontractors, invitees, agents, employees, licensees or permittees acting under Grantee shall comply with the terms and conditions set forth in Exhibit B while operating on the Easement Area.

All exhibits referenced in the Amendment are incorporated as part of the Amendment and will only reflect changes resulting from this Amendment.

Except as amended hereby, the THIS AGREEMENT shall remain in full force and effect as previously executed, and the Parties ratify the THIS AGREEMENT as amended. The Amendment is limited as specified herein and shall not constitute a modification, acceptance or waiver of any other provision of the THIS AGREEMENT. From and after the date hereof, all references to the THIS AGREEMENT shall be deemed references to the THIS AGREEMENT as amended.

The Amendment may be signed in counterparts, any one of which shall be deemed an original. Delivery by facsimile of an executed counterpart shall have the same effect as physical delivery of an original so long as the facsimile original is sent by overnight courier to the other party.

The Amendment requires the signature of the Parties and is effective on the date of the last signature below.

LANDOWNERS

Dated: 4/4/, 2025

John K. Ziegler
JOHN K. ZIEGLER
Title: Owner
Address: 2309 G St, Washougal, WA 98671
Phone: (360)772-2434

Dated: 4-4, 2025

Denise J. Ziegler
DENISE J. ZIEGLER
Title: Owner
Address: 2309 G St, Washougal, WA 98671
Phone: (360)772-2434

Dated: 4/14, 2025

Thomas W. Keller
Cheyl A. Keller as POA
THOMAS W. KELLER
Title: Owner
Address: PO Box 1039 Washougal, WA 98671
Phone: (360)833-3825

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: April 28th, 2025

Todd Welker
TODD WELKER

Deputy Supervisor for State Uplands
Department of Natural Resources
1111 Washington St. SE,
P.O. 47001
Olympia, WA 98504-7001
(360) 902-1000

Approved as to form
February 14, 2025
By Ben Welna
Assistant Attorney General
for the State of Washington



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON

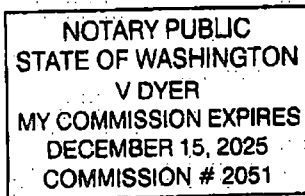
County of Clark

I certify that I know or have satisfactory evidence that JOHN K. ZIEGLER 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: 4/4/2025

Valerie Dyer
(Signature)

(Seal or stamp)



Valerie Dyer
(Print Name)

Notary Public in and for the State of Washington,
residing at Washougal

My appointment expires 12-15-2025

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON

County of Clark

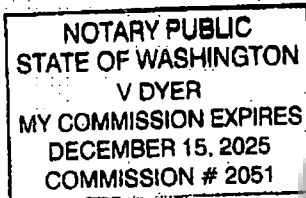
I certify that I know or have satisfactory evidence that DENISE J. ZIEGLER is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 4/4/2025

[Signature]
(Signature)

(Seal or stamp)

Valerie A. Dyer
(Print Name)



Notary Public in and for the State of Washington,
residing at Washouga

My appointment expires 12-15-2025

INDIVIDUAL ACKNOWLEDGEMENT

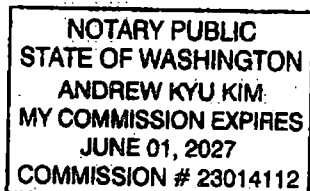
STATE OF WASHINGTON

County of Clark

I certify that I know or have satisfactory evidence that THOMAS W. KELLER 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: 4-14-2025

(Seal or stamp)



Thomas W. Keller

(Signature)

Thomas W. Keller

(Print Name)

Cheryl A. Keller

Notary Public in and for the State of Washington,
residing at 3307 Evergreen Way Suite #1

My appointment expires June 01, 2027

Washington,
WA 98671

STATE ACKNOWLEDGEMENT

State of Washington

County of Thurston

Duane Emmons
for

I certify that I know or have satisfactory evidence that ~~TODD WELKER~~ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Deputy Supervisor for State Uplands of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4/28/2025

Tami Kellogg
(Signature)

(Seal or stamp)

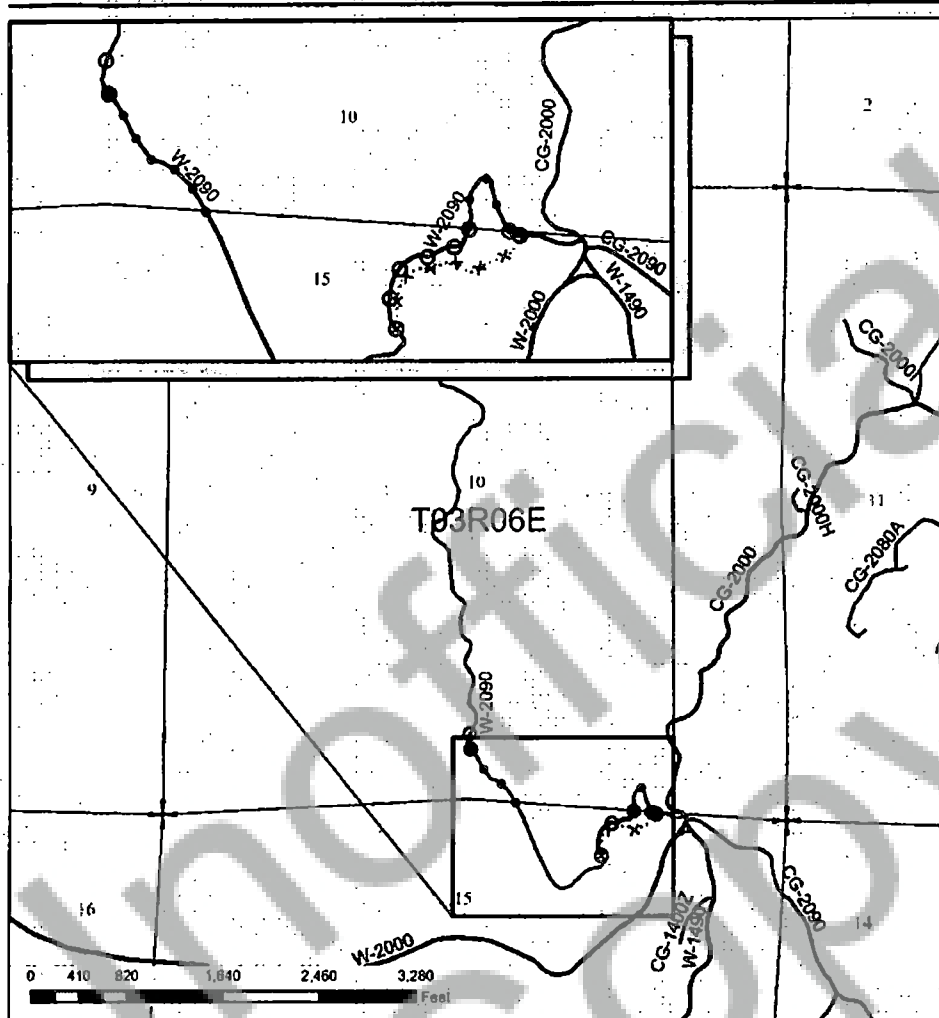
Tami Kellogg
(Print Name)



Notary Public in and for the State of Washington,
residing at McCleary

My appointment expires 11/28/2028

EXHIBIT A



— Improved Road	● State Easement Area	Exchanger Easement Length: 743 Ft; Width: 30 Ft; Area: 0.51 Acres
— Unimproved Road	x-x-x Exchanger Easement Relinquishment	State Easement Length: 1,070 Ft; Width: 30 Ft; Area: 0.74 Acres
— DNR Managed Lands		Exchanger Relinquishment Easement Length: 762 Ft; Width: 30 Ft; Area: 0.525 Acres
⊕ Exchanger Easement Area		

EXHIBIT B

- 1) Exchanger shall immediately notify State of the following:
 - a) That Exchanger has discovered locations of any species listed by the U.S. Fish and Wildlife Service as threatened or endangered species (listed species) under the Endangered Species Act as such list may be updated from time to time; and
 - b) That Exchanger has located any live, dead, injured, or sick specimens of any listed species.
- 2) Notification required in subsection 1) must in all circumstances occur as soon as practicable but in any event within 24 hours.
- 3) Exchanger may be required to take certain actions to help State safeguard the well-being of any live, injured or sick specimen of any listed species until the proper disposition of such specimen can be determined by State.
- 4) Any application for a Forest Practices Permit submitted by Exchanger for activities on the State Easement Area must identify that the State Easement Area is covered by the HCP.

a. By Appointment of Guardian: The appointment of a guardian of the estate of the undersigned vests in the guardian with court approval, the power to revoke, suspend or terminate this Power of Attorney. The appointment of a guardian of the person does not empower the guardian to revoke, suspend or terminate this Power of Attorney.

c. Dissolution or Annulment of Marriage: An action is filed for the dissolution or annulment of the agent's marriage, pursuant to RCW 11.125.100.

7. **RELIANCE:** The designated and acting agent and all persons dealing with the agent shall be entitled to rely upon this Power of Attorney so long as neither the agent nor any person with whom he was dealing at the time of any act taken pursuant to this Power of Attorney, had received actual knowledge or actual notice of any revocation, suspension or termination of the Power of Attorney by death or otherwise. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs, devisees, legatees or personal representatives of the undersigned.

9. **APPLICABLE LAW:** The laws of the State of Washington shall govern this Power of Attorney.

11. **EXECUTION:** This Power of Attorney is signed in triplicate this 17 day of March, 2025

THOMAS W. KELLER

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me THOMAS W. KELLER, to me known to be the individual described in and who executed the within and foregoing Durable Power of Attorney, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17 day of MARCH, 2025.

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Notary Public in and for the State of Washington,
Residing at Camas
My appointment expires: 4-1-27