AFTER RECORDING RETURN TO:

DEPARTMENT OF NATURAL RESOURCES ATTN: PRODUCT SALES 601 Bond Rd CASTLE ROCK, WA 98611-0280 Skamania County, WA Total:\$308.50 AGLS Pgs=6

2025-000854 06/04/2025 05:02 PM

Request of: DNR

00021438202500008540060063

Agreement No. 96-107916

### **CUTTING LINE AGREEMENT**

For and in consideration of the mutual promises and undertaking herein contained, it is hereby agreed by and between the State of Washington, acting by and through its Department of Natural Resources, and John & Denise Ziegler and Thomas Keller that:

- 1. The parties hereto are owners of adjoining parcels of land located in: SE1/4, Section 10, Township 03 North, Range 06 East, W.M. Located in Skamania County.
- 2. A line has been established by resource grade GPS by DNR personnel from the NE corner of the NE1/4SE1/4 all in Section 10, T03N, R06E, which is a DNR monument, to the NE corner of the SE1/4SE1/4, to the NW corner of the SE1/4SE1/4. The line is marked with pink flagging.
- 3. The parties hereto, their heirs, successors, and assign, grant each to the other the right and permission to cut timber up to said line. Rights to cut timber under this cutting line agreement shall terminate on October 31<sup>st</sup>, 2028 or at the completion of the timber harvest, which ever occurs first. All other terms and conditions of this agreement shall remain in effect except as provided under Item 5 & 6, following.
- 4. The said line has been established and marked on the ground solely for the purpose of establishing a line up to which each party may cut timber, and it is not intended to mark or establish by adverse possession, agreement, acquiescence, estoppel or otherwise the true boundary between the adjoining parcels of land owned by the parties hereto.
- 5. This agreement may be rescinded by mutual agreement of the parties hereto or by either giving to the other thirty (30) days notice in writing (which notice shall be served either personally by the rescinding party on the other or by mailing to him or her at their last known post office address by certified mail, return receipt requested) after the rescinding party has taken appropriate and suitable action to determine and establish the true boundary between the adjoining parcels of land.
- 6. In the event the true boundary is determined and established between the adjoining parcels of land owned by the parties hereto, and it is revealed thereby that either party has cut timber which, in fact, belonged to the other, such party shall pay to the other the fair price of the timber so cut prevailing at the time it was cut.

AFTER RECORDING RETURN TO:

DEPARTMENT OF NATURAL RESOURCES ATTN: PRODUCT SALES 601 Bond Rd CASTLE ROCK, WA 98611-0280

Agreement No. 96-107916

#### CUTTING LINE AGREEMENT

For and in consideration of the mutual promises and undertaking herein contained, it is hereby agreed by and between the State of Washington, acting by and through its Department of Natural Resources, and John & Denise Ziegler and Thomas Keller that:

- The parties hereto are owners of adjoining parcels of land located in: SE1/4, Section 10, Township 03 North, Range 06 East, W.M. Located in Skamania County. Tax Parcel(s) 0306000060000 and 03060000010000
- 2. A line has been established by resource grade GPS by DNR personnel from the NE corner of the NE1/4SE1/4 all in Section 10, T03N, R06E, which is a DNR monument, to the NE corner of the SE1/4SE1/4, to the NW corner of the SE1/4SE1/4. The line is marked with pink flagging.
- 3. The parties hereto, their heirs, successors, and assign, grant each to the other the right and permission to cut timber up to said line. Rights to cut timber under this cutting line agreement shall terminate on October 31<sup>st</sup>, 2028 or at the completion of the timber harvest, which ever occurs first. All other terms and conditions of this agreement shall remain in effect except as provided under Item 5 & 6, following.
- 4. The said line has been established and marked on the ground solely for the purpose of establishing a line up to which each party may cut timber, and it is not intended to mark or establish by adverse possession, agreement, acquiescence, estoppel or otherwise the true boundary between the adjoining parcels of land owned by the parties hereto.
- 5. This agreement may be rescinded by mutual agreement of the parties hereto or by either giving to the other thirty (30) days notice in writing (which notice shall be served either personally by the rescinding party on the other or by mailing to him or her at their last known post office address by certified mail, return receipt requested) after the rescinding party has taken appropriate and suitable action to determine and establish the true boundary between the adjoining parcels of land.
- 6. In the event the true boundary is determined and established between the adjoining parcels of land owned by the parties hereto, and it is revealed thereby that either party has cut timber which, in fact, belonged to the other, such party shall pay to the other the fair price of the timber so cut prevailing at the time it was cut.

Page 1 of 3

Agreed and entered into this <u>9th</u> day at <u>Wushington</u> , Washington.	of May , 2025
	State of Washington
Land Owner  By Hauf Greyler	Department of Natural Resources  By Sam Samuel
Kent Zeigler Ziegler Land Owner	Scott Sargent Pacific Cascade Region Manager
2309 G St	P.O. Box 280
Washougal, WA 98671	Castle Rock, WA 98611-0280
Section – 10 Township – 03 North Range – 06 East	Use this plat to show corners, ownership and agreement lines.
NOTARY PUBLIC STATE OF WASHINGTON V DYER MY COMMISSION EXPIRES DECEMBER 15, 2025 COMMISSION # 2051  NUMBER NUMBER 125 NUMBER 125	10
	X-X-X-X

Original to: CLA File (96-107916)

Copies to: Unit Forester, Ben Jeske

Product Sales Forester, Becky VonDracek
DNR Title Office, Olympia
Survey File

# **Cutting Line Agreement Map**

# **Cutting Line Agreement** REGION: PACIFIC CASCADE COUNTY(S): Skamania TOWNSHIP(S): T03R06E DS, USGS, NGA, NASA, NMA, Geodatastyrelsen, R 187.5 375 DNR Regions Improved Road Unimproved Road DNR Managed Lands Survey - Township Lines X—X Cutting Line Agreement Survey - Section Lines

Prepared By: nhll490

Modification Date: nhll490 8/9/2024 10:02 AM

For an acknowledgment in an individual capacity:	
State of Washington County of <u>Clark</u> I certify that I know or have satisfactory evidence that <u>John Kent Ziegler</u> (name of person) is the	
person who appeared before me, and said person acknowledged that (he/she)	
signed this instrument and acknowledged it to be (his/her) free and voluntary act	
for the uses and purposes mentioned in the instrument.	
Oseal or stamp) Signature Mann Title Notary for Cothing line agreement My appointment expires: 12-15-2025 - Notary for Cothing line agreement	
My appointment expires: 12-15-2025 - Nutary for Cutting the adjustment	
NOTARY PUBLIC STATE OF WASHINGTON	
V DYER	
MY COMMISSION EXPIRES	
DECEMBER 15, 2025 COMMISSION # 2051	

### STATE ACKNOWLEDGEMENT

State of Washington

## County of COWLITZ

I certify that I know or have satisfactory evidence that SCOTT SARGENT 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 Region Manager of the Pacific Cascade Region 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: 5-21-2025

(Seal or stamp)



(Signature)

(Print Name)

Notary Public in and for the State of Washington, residing at Wil Ballow (Cop Kelo), WH 98626 My appointment expires 2