

AFTER RECORDING RETURN TO:

DEPARTMENT OF NATURAL RESOURCES  
ATTN: JOHN SHACKELFORD  
PO BOX 47019  
TUMWATER, WA 98504-7019

## 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 (DNR), and City of Stevenson:

1. The parties hereto are owners of adjoining parcels of land, Skamania County Assessor's parcel 03070000530000 (City of Stevenson) and parcel 03070000530000 (State of Washington, DNR).
2. A line has been established, by representatives of City of Stevenson and inspected by State of Washington, DNR in the vicinity of the SW corner of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 34 of 3N 7E extending southerly from previous cutline in the vicinity of the west line of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 34 of 3N 7E of said City of Stevenson parcel and the east line of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 34 of 3N 7E of said DNR parcel. The line is established with fluorescent pink plastic flagging and is approximately 470 ft. in length.
3. The parties hereto, their heirs, successors, and assigns, 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 **December 31, 2018** 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, and 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 This agreement may be rescinded by mutual agreement of the parties hereto or by either giving to the other thirty (30) days notice in writing (which notice shall be served either personally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 at the time it was cut.

Agreed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, Washington.

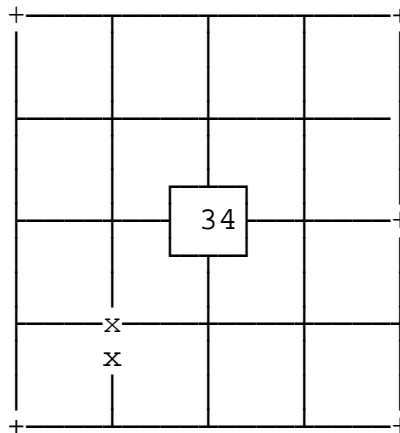
City of Stevenson  
Landowner

State of Washington (DNR)  
Landowner

By \_\_\_\_\_

By \_\_\_\_\_

Eric Wisch  
Pacific Cascade  
Region Manager  
P.O. Box 280  
Castle Rock, WA 98611-0280



x: cutting line  
+: monuments

Original to: CLA File

Copies to: Unit Forester Jacob Oberlander  
Product Sales Forester \_\_\_\_\_  
Timber Sale File \_\_\_\_\_  
DNR Title Office, Olympia  
Survey File