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Document Title: Supplement to Department of Natural Resources Easement on Devil's Mountain between the DNR and Jim Jeffries, Dated May 6, 2000.

Reference Number:

Grantor(s):

1. Jimmy E. Jeffries

2.

Grantee(s):

1. Department of Natural Resources

2.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

DEC 12 2002

Amount Paid \$
Skagit County Treasurer
By: *[Signature]* Deputy

Abbreviated legal description:

NW 1/4 NE 1/4 SW 1/4 of Section 2, Township 33 North, Range 4 East, W.M., except county road (Amick Road) and except that portion north of Amick Road.

SW 1/4 NE 1/4 SW 1/4 of Section 2, Township 33 North, Range 4 East, W. M.

Assessor Parcel / Tax ID Number:

P 16222	9.23 A
P 116920	.54 A
P 116923	.77 A
	<u>10.54 A</u>

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Supplement to Department of Natural Resources Easement on Devil's Mountain between the DNR and Jim Jeffries, Dated May 6, 2000

The purpose of filing these documents related to the DNR easement is to establish the full spectrum of rights from the grantor of the easement viewpoint. The DNR apparently filled only a portion of their agreement that, in itself, threatens my rights. Exhibit: A, B, C & C-1 should have been filled.

A. DNR (first party) Easement: Grantors (second party) rights; 1. Commercial Use. 2. Maintenance and Repair. 3. Liability Insurance.

1. Grantors commercial use with established (third party) customers, new tenants, and unauthorized users to be lawful and accountable.

a. Established customers and grades (criteria: "above board" Bush 2002)

- 1. WSP-----A+
- 2. Burlington Railroad-----A
- 3. DOT-----A-



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- 4. Williams (Northwest Pipeline)-----B+
- 5. American Television-----B
- 6. Qwest (US West) (Pac. N.W. Bell & Tel) 1956-----B-
- 7. Cedar Television (Lake TV)-----C-
- 8. Bon Power (U.S. Gov.)-----C-
- 9. AT&T-----D
- 10. DNR-----D-
- 11. American Towers-----F

b. New Tenants

1. American Towers: Refused to accept a certified summons and complaint at their headquarters in Kent WA. They agreed to pay a \$5000.00 fee when they were caught trespassing in 2000. American Towers was assigned a unimplemented easement originating from Bells Road agreement (1956) [66 Grantor acquired ownership] which was "superseded" by a road maintenance agreement implemented in 1999 with AT&T, not to be assigned without my written permission. AT&T has breeched both road agreements. Correspondence with American Towers indicates their approach to the DNR for access. Good communication then broke down. The last thing this grantor said to Bill Wallace's equal in Olympia (name escapes me) and Doug Southerland last year and the Asian gentleman attorney, who staunchly adhere to the broadly aligned filed document, (Exhibit F in my records) negating my appeal that exhibit G is part of our agreement that lists



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1 the DNR's users. That my people, namely AT&T and their new purchaser,
2 American Towers was among the grantors list of legitimate users and
3 inhereents. A request was made for grantors list by the DNR "equal". List
4 was given.

5
6 In return I asked the DNR C.E.O.'s to see my point of view and not
7 withhold or take money from me and REQUEST to communicate my
8 concerns that American Towers be essentially "above board". Request was
9 denied by the DNR and convoluted by the assistant attorney general.

10 2. Calvary Chapel Church: Sub-leased by Day

11 Communication, a sub-lease of Pinnacle Towers, a parent corporation in
12 Florida leasing DNR access now, of Motorola's old telecommunication site.
13 Both corporations refused to be accountable for the past trespass by their sub-
14 lessees. By virtue of example C-1 Calvary Chapel Church is unauthorized.

15 3. WorldCom (Skytel), DNR access now, paid \$931.00 and
16 owes \$5000.00 and has filed for bankruptcy.

17 4. Arch Communications, DNR access now, paid \$931.00 and
18 released further obligation.

19 5. Mobilecom (acquired by Arch), paid \$931.00 and released
20 further obligation.

21 6. Page Net of Seattle (acquired by Arch) owes \$5931.00 is
22 bankrupted.

23 c. Accountability by separate entities for past trespass is not
24 exempted by current DNR access.
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1 1. Day Communications (Ducap) first renegade, shared
2 Motorola's site illegally. Easement is for the sole use by Motorola.
3 Manager of Ducap refused to sign easement. The DNR has an
4 investigative report this year from two enforcement officers, Viet
5 Nam vets, a big fellow and a black dude that held me back from
6 reaching for my fresh stack of papers. A copy of which was sent to
7 the Attorney General Office that week. In my truck I confronted
8 these two intruders, who confronted me as police officers with guns,
9 radios and badges. They asked if I had a weapon. I looked the officer
10 squarely in the eye and said "NO". "We got a report that someone is
11 welding a shot gun preventing workers from accessing their facility
12 on Devil's Mountain." "That is a lie", I said and I explained my story
13 and my recent encounter with Calvary Chapel Church. (A young
14 worker, his wife and small baby.) the following phone conversation
15 with the enraged manager threatened me with his vile words. The
16 "Christian" worker asked the Day Com Manager what to do as I was
17 standing in front of his vehicle. I cocked my head to the side a foot
18 from his face as he held the steering wheel and said loudly "That's not
19 true." The family workers were not turned away. Similarly, Arch
20 workers were stopped for identification, explained their Company
21 went Chapter 11 an monies owed would have to be delayed while
22 current access, he admitted under these circumstances, was unfair. He
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shrugged his shoulders and said "Makes no difference to me", and volunteered to exit the road. Both Arch and Calvary Chapel Church rely on Day Wireless management that has obviously reported the false allegation to the DNR. A slander against my good name that strikes at the heart of duty, honor, commitment to uphold the constitution of the United States. Unlike Viet Nam, my weapon against the intruding enemy is not a M-16 or shotgun but, the written law and constitution and the fact that I was born in Washington state, a citizen, property owner, patriot and God's steward for the land. A good offense is a documented defense and I then handed the officers my story of my defending my rights against the "above board"/ (NOT) telecommunication industry.



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2 **Table of Contents**
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6 Stress Letter to V.A. *I killed a man for my government, now how about a little help?*
7 *1982 dropped, T.S., 1996 VFW lost 2-14, 1997 G.L. failed, 2000 M.S. ("forward"*
8 *group of vets helping vets), 2002 American Legion "Lost" paperwork to date, 0.*
9 *Thanks guys for saving my life, keep pushing my claim, Sempa Fi.*

10 ACLU letter: made phone contact, sent letter, no response.

11 Letter to Tom Ridge (Homeland Security) Have White House address, not sent as
12 yet.

13
14 1st letter to DNR and bill.

15 2nd letter to DNR and bill.

16 1st letter from Assistant Attorney General

17 Paragraph by paragraph response.

18 2nd letter from Assistant Attorney General

19 Letter to Christine Gregmire

20 Response to Assistant Attorney General (a compilation of this filed work)

21 Harvey Pit (securities and exchange commission)

22
23 The first problem and consequential duel, triple threat stems from the
24 "report" the Attorney Generals Office needs to see. And the result of that
25 investigation of Grantor welding a shot gun will lead you to my accuser whose
26



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Jim Jeffries

1 charge is either true or false. The purpose of Mr. Rollinger's 2 page letter was to
2 bring problem areas to my attention to give me an opportunity to correct them.

3 Thank you for that opportunity to correct your first premise, based on a false
4 "report". Talk to your two officers, Sir.

5 Paragraph 2 "The following is my understanding of the facts..." I appreciate
6 your inference here that your understanding may be biased, or your information
7 incorrect and assuming. First, you confused the facts or believe from my accuser
8 that Arch and their new acquisitions. Mobile Com and Page Net of Seattle (not
9 listed) are authorized. I allowed that to happen. I recognize their right of passage.
10 They are listed in my paperwork. I have not denied their access, I repeat I have NOT
11 denied access. In fact they were applauded for paying their past discrepancy, twice.
12 (See my records.) You apparently miss read the first paragraph of April 15th. or base
13 this lie on my accuser that may have a vendetta. Problem area #2 with Arch com is
14 based on a false allegation. I only met one kid from Arch, and we were happy to talk
15 together, neat kid.
16

17
18 Now lets get to the facts: Not confusing, or slander, or taking of rights. I
19 received documentation that notified me that the DNR has exercised their right to
20 "grant to other (third) parties the use of MY road." Agents, contractors, licensees,
21 lessees and subleases. "Enclosed is a list of communication site lessees who will be
22 using Pinnacle Towers." C-1. or G-1. By sending you a list of sub-lessees we (DNR)
23 intend to let you (grantor) know who will be AUTHORIZED to use the road under
24 this agreement." Signed by Transactions Sec. Manager James Isdell, Northwest
25
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1 region. American Towers is not yet authorized. They owe for past due maintenance
2 and easement fees. They are on AT&T tower. That's my right to deny access to the
3 unauthorized public use of my property. "That such public use shall not interfere
4 with commercial use of the parties." Sine Communications seems to be a service
5 company James talked about, (no problem.) If a service company becomes
6 additional burden to the road as another lessee, so says Mr. Rollinger. "Sine
7 Communications qualify as a licensee." Then we have Calvary Satellite Network,
8 Star Touch Inc., and sine Communications, not listed, not authorized, not insured or
9 duly notified. "We (DNR) are providing you (Grantor) with a copy of Their liability
10 insurance to substantiate that they are covered under the *Insurance* section of this
11 agreement". Received by certified mail.
12

13
14 Now, I hope you see the problem area as defined by our agreement:

15 A. Unauthorized (not listed) uninsured public use of
16 easement. Grantor reserves the right to deny access.

17 And declares access has not be denied:

- 18 1. Calvary Satellite Network
- 19 2. Star Touch, Inc.
- 20 3. Sine Communications

21 B. Authorized (listed) insured: Pinnacle Towers
22 (parent)

- 23 1. Arch Wireless and their acquisitions
- 24 2. Mobile Com (not listed)



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28 Jim Jeffries

1 3. Page Net of Seattle (not listed)

2 4. Web Link

3 5. Cook Page

4 6. World Com

5 7. Metrocall

6 8. Day Wireless

7 9. Skagit County

8 10. VoiceStream

9
10 C. Authorized (listed insured) NOT ACTIVE

11 1. Verizon

12 2. Metrocall (see update) 11:45 Sept.,19, 2002

13 3. Bell South

14
15 That completes my defense against Day Wireless of Burlington WA, USA, as
16 best and honest as I can.

17 2. VoiceStream (Western Wireless) Renegade #2 (DNR access now) owes
18 \$5931.00.

19 3. Cook Paging (purchased Page Club from Williams tower) Illegal tenants that
20 refused to get a easement, so N.W. Pipeline kicked them off their facility. (DNR
21 access now) owes \$5931.00 and \$5666.00 for Page Club trespass.

22 4. Web Link (Page Mart) owes \$5931.00

23 5. Skagit County, "We don't trespass we hire Day Wireless to do that, sue them."
24 (DNR access now) never uses access.
25



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- 1 6. Bell South. DNR listed user. Never uses access.
- 2 7. Sine (Tacoma WA) unknown status.
- 3 8. Jim Becket (private party)
- 4 9. Star Touch K. S. (Pinnacle Towers) Stopped today, they proceeded on the
- 5 promise to contact my secretary and resolve the additional burden to the road.
- 6

7 Apparently Pinnacle Towers Paid the DNR for Star Touch, Sept 15, 2002. *IF*

8 Star Touch was authorized, modification by DNR's insurer, from the shear numbers,

9 would have crossed by desk on a written notice. Same goes for Calvary Chapel

10 Church. Does chapter 11 constitute a cancellation? $1+1 - 4 = -2$.

11 Grantors right to maintain road and recovers costs from the damage.

12

13


14 Annual maintenance payments (pro-rated) to maintain Devil's Mountain.

15 Year	92-98	1999	2000	2001	2002
16 1. WSP		paid	paid	paid	\$239
17 2. Burlington Rail		paid	paid	paid	\$239
18 3. DOT		paid	paid	paid	\$239
19 4. Williams	paid	paid	paid	paid	\$239
20 5. AM T.V..	paid	paid	paid	paid	\$239
21 6. QWEST	paid	paid	paid	paid	\$239
22 7. CEDAR T	\$240	\$240	\$240	\$240	\$960

23

24 *(basic cable rate \$20.00 a month)*

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1 8. Bonneville Power paid paid \$126 \$230 \$239

2 (equals \$595.00) "We will pay you when we implement the new road
3 maintenance agreement." (taken from AT&T road maintenance agreement) again.
4 (Pro Rate 1/20th).

5 9. AT&T paid paid \$594 \$239

6 (equals \$833.00) Road maintenance agreement (pro Rat 1/20th) in place.

7 Check

8
9 10. DNR \$350.00 in repairs (as agreed) for "slashing activity" and
10 unassessed damage to bridge. DNR apparently sees payment to the appointed
11 maintainer as an "issue" and passed the buck to the Attorney Generals office. The
12 same office that reminded the DNR in 1999 that trespass and accepting payments
13 from the renegades without giving them legal access is not "above board". Grantor
14 designed the easement you see before you with two benevolent goals. 1. To save
15 the DNR and their renegades of Motorola (now Pinnacle Towers) trespasser's listed.
16 2. To have a written reservation of rights for Grantor and his kids, knowing the
17 N.W. Regional Director's hand shake doesn't mean a thing. 3. To continue a well
18 established commercial use of my property. 4. To continue a well established
19 method of maintenance provisions and annual payments by nine responsible towers.
20 (third party) 10 total towers on Devil's Mountain. 5. To insure against loss of
21 property by uninsured, unauthorized, aggressive users. Road inspection by Mr.
22 Isdell. Transactions Sec. Manager and his engineer confirmed the above and the half
23 inch of gravel from my supplier was agreed. Two Christian men, a hand shake and
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1 what I thought would be a sharing communicating spirit with my neighbor, the DNR.
2 My neighbor and Skagit County wants me to sign a wavier not to sue the State or
3 County for any reason whatsoever, to build a house. Constitutional? Well. that's
4 another story.

5 Secure liability concerns by unauthorized users and to be "notified" within 10
6 days, in writing by DNR insurer.

7
8 Postulate: Authorized entities is a circle, defined by itself outside which is the
9 general public. The general public is not welcome, or is my private property an open
10 road for any rag head or 4-wheel drive church group that wants to disrupt the
11 telecommunication corridor while keeping his cell phone operating. What's at
12 stake? Imagination? Look at my list again and the gouge on Devil's Mountain. The
13 general public would put a burden, liability and interference with my established
14 commercial use, whose rights, reserved for grantor, "may grant to third parties..."

15 This and maintaining the road is my livelihood. And the main aim is to ensure and
16 insure, not the taking of this livelihood. The value *far* exceeds the value of my
17 property \$500,000.00 or the minimum \$1,000,000.00 coverage for DNR permittees.

18 And, not the taking, in anyway: [U.S. government? Nope they tried. US West?
19 Nope, they tried. Cedar T. V.? Nope. American T. V.? Nope, separate entities. DOT
20 on State Patrol? Nope, their aboveboard. Take, Take, Take. The DNR throughout
21 this time.] And not the taking by (example) an unauthorized Keith Schufer, Star
22 Stream Inc. worker as a result of an accident on my land. I have to insure myself
23 against a worse case scenario, say the injured party asks who is responsible? Say
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1 they come to me and ask; did you give permission to" k"? "Well, no. If I did, I
2 would be responsible if you found the DNR coverage was lacking and Star Steam (2
3 yrs) is not listed to be authorized" (The way my DNR easement reads.) If you
4 didn't give him permission you denied his access? "Well, no, if I did the Attorney
5 General would be on case to confirm the allegation that I denied access with a shot
6 gun." Did you? "No," Then what did you tell K? "that he needed to get an
7 easement and added to list he is not on." How do you know that Star Touch isn't a
8 license or permittee, was this your first encounter with Star Stream? "Yes, and I
9 don't if they are a Permittee, I was never notified. I do know from my contract with
10 the DNR that "before using any of said road for commercial purposes, the state shall
11 require each of it permittees to obtain and deliver to the state from the insurer of said
12 permittee (Star Stream) certification and in the event that there's a cancellation. (Say
13 World Com goes Chapter 11) or modification of the coverage, the insurer will give
14 Grantor (ten) 10 days written notice prior to any cancellation or modification. "How
15 may permittee's are there?" "16" How many have liability insurance?" "13" Can
16 you substantiate that? "Yes. I have a copy of their liability insurance." "Their?"
17 "Yes, 13 authorized users, 3 of which I never see." So... You have 10 users under
18 your easements and 10 active users via DNR easement, all with liability insurance,
19 except Startouch Inc.? "Yes, and Calvary Satellite Network and Sine
20 Communication. Yes, I can substantiate those covered by liability insurance except
21 the latter three." If the DNR saw fit to substantiate those covered by liability
22 insurance except the latter three." If the DNR saw fit to substantiate to Grantor



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1 insurance coverage for 10 lessees and they increase the license to thirteen, why
2 substantiate that? "Because, if any three permittees get hurt on my property and they
3 are not covered, Devil's Mountain as the maintainer and Grantor is liable. Mr.
4 Rollinger was the first to tell me Sine Inc. and Calvary Satellite Network are
5 licensee, not the DNR." So... We finally have 10 established easements.

6 10. DNR (Pinnacle Towers) listed, authorized, insured, licensed on one easement.

7
8 2. DNR (Pinnacle Towers) unlisted, unauthorized, uninsured, licensees (according
9 to the easement and the Assistant Attorney General)

10 1. Star Touch Inc. unlisted, unauthorized, uninsured, not a licensee (according to
11 easement.)

12 I suggest a provision be made to accommodate insurance concerns for additional
13 third parties and a clause that says..."By sending you an upgraded list of sub-lessee's
14 annually, we the DNR intend to let you know who will be **authorized** to use the road
15 under this agreement. Further, my calculations for maintenance payments are based
16 on 20 users @ 5% per party. A finite value would be appreciated.

17
18
19 **UPDATE:**

20 September 19, 2002 "Keith Johnson quarry Construction" has caused Curtis Smith,
21 Metrocall to move from the "disputed road" to my Devil's Mountain east access.

22 Don't anyone get excited, pardon me for speaking my Veteran mind. I stopped the,
23 good conversation, neat guys. I did not deny their access as they are listed
24 authorized insured sub-leasee. I made efforts years ago to make accountable AT&T
25 Wireless as they did the same damn thing the other renegades have done on
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1 Motorola's site. I do believe, AT&T Wireless built their operation on my back.
2 Owes the same \$931.99 road damage and \$5000.00 easement fee as the others, used
3 their other "unimplemented" easement gaining access, I conjecture. From June 2000
4 - 2001 - 2002 they were legally signed to the DNR easement through their Lessee
5 Pinnacle Towers (pro rata maintenance) still applies (one in twenty users). DNR
6 should pick up their current bill, but hope Metrocall will communicate before I...
7
8 "To the extent anyone owes you money, your recourse is to establish the validity of
9 the debt and pursue your legal remedies to collect the debt." Assistant Attorney
10 General. As with the others, your welcome, sounds like you're "above board" and
11 will resolve any discrepancy. Thanks Guys!

12
13 

14
15 Jim Jeffries

16 (360) 428-5737

17 (360) 428-5710 FAX
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Jim Jeffries

EXHIBIT F

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
JENNIFER M. BELCHER, Commissioner of Public Lands
Olympia, Washington 98504

EASEMENT

THIS AGREEMENT, made and entered into this 2nd day of May, 2000, by and between JIMMY EUGENE JEFFRIES, herein called "Grantor," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "the State," WITNESSETH:

Conveyance. Grantor, for and in consideration of twenty-five thousand and no/100 Dollars (\$25,000.00), hereby grants, conveys, and warrants to the State, its successors and assigns, a permanent easement over parcels of land in Skagit County, legally described as set forth in Exhibit "A" (hereafter Burdened Parcel) said easement to be forty (40) feet in width running twenty (20) feet on each side of a centerline of a road located approximately as shown on Exhibit "B" (hereafter Easement Area).

Purpose. The easement is conveyed to provide ingress and egress to and from lands owned by the State for the purpose of hauling forest products and/or other profits including but not limited to sand, gravel, stone or farm products and performing management activities associated with timber production, agriculture or the extraction of profits, including communications sites and for public access to such lands for recreational purposes under such rules, regulations and limitations as may be established by the parties; provided, however, that such public use shall not interfere with commercial use of the parties. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Easement Area.

Appurtenant. This easement shall be deemed appurtenant to the real property now owned by the State located in Skagit County, legally described as set forth in Exhibit "C" attached hereto and such real property hereafter acquired by the State (hereafter Benefitted Parcels).

Reservations. Grantor reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross the Easement Area at any place on grade or otherwise. Grantor and the State may grant to third parties, upon such terms as they chooses, any or all of the rights reserved by them herein; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted to the State and the Grantor herein. Grantor reserves to itself all timber now on or hereafter growing within the rights of way on its said lands and the right to remove said timber via the right of way herein granted. Grantor reserves for itself, its successors and assigns the right at any time to realign or relocate any of the roads granted by it under this easement to satisfy the primary management purpose of the ownership; provided, however, that any such realignment or relocation shall be at its option and expense and shall not unreasonably interfere with rights granted herein. Any new road locations resulting from realignment or relocation of the road shall be recognized as being covered by the rights conveyed herein and this easement shall be construed as being modified by such realignment or relocation.



Relocation. State shall have the right to relocate the easement at the State's sole cost so long as the relocation is mutually agreed upon and does not unreasonably interfere with the reserved rights of the Grantor herein.

Plan of Operations. Thirty (30) days prior to any construction or reconstruction of said road(s) on lands of Grantor shown in red on Exhibit B, the State will submit to Grantor a written request for joint review of the proposed project, upon completion of which the State will submit a complete and detailed plan of operations. Each party's operations, specified herein shall be conducted in accordance with the provisions of the approved plan of operations. Said parties shall provide the other party the right of examination of the right of way before any construction, reconstruction, or development is commenced.

Maintenance. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and

(b) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

Repairs. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

Improvements. Unless the parties agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

Permittees. The State may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein: provided, that when the State or one of its Permittees plans to use any portion of said road(s) for the purpose of hauling timber or other valuable materials, such party shall notify Grantor at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and upon the completion of such use notify Grantor.

Insurance. The State shall require each of its Permittees, before using any of said road for commercial purposes, to:

(a) Obtain and during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights of way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:




(1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton), One Million Dollars (\$1,000,000.00) for injury to one person, Two Million Dollars (\$2,000,000.00) for any one occurrence, and One Million Dollars (\$1,000,000.00) property damage for any one occurrence;

(2) For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products, Five Hundred Thousand Dollars (\$500,000.00) for injury to one person, One Million Dollars (\$1,000,000.00) for any one occurrence, and One Million Dollars (\$1,000,000.00) property damage for any one occurrence; or

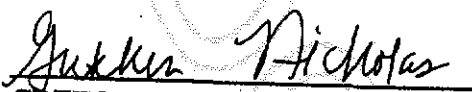
(3) Such other limits as the parties hereto may agree upon in writing from time to time.

b) Deliver to State a certificate from the insurer of said Permittee certifying that coverage in not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give Grantor ten (10) days' written notice prior to any cancellation or modification.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate to become effective as of the day and year first above written.


JIMMY EUGENE JEFFRIES
1875 Devils Mountain Rd.
Mount Vernon, WA 98274


STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES


GRETCHEN NICHOLAS, Manager
Business Systems Support Division

Affix Seal of Commissioner
of Public Lands

35171
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

MAY 08 2000

Amount Paid \$ 382.50
Skagit Co. Treasurer
By  Deputy

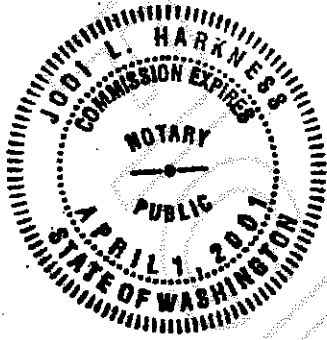


INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
County of SKAGIT)

On this day personally appeared before me Jimmy Eugene Jeffries, to me known to be the individual described in and who executed the within and foregoing instrument 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 25th day of April, 2000.



Jodi L. Harkness
Notary Public in and for the State of
Washington, residing at Sedro-Woolley
My appointment expires 4-01-01



EXHIBIT C

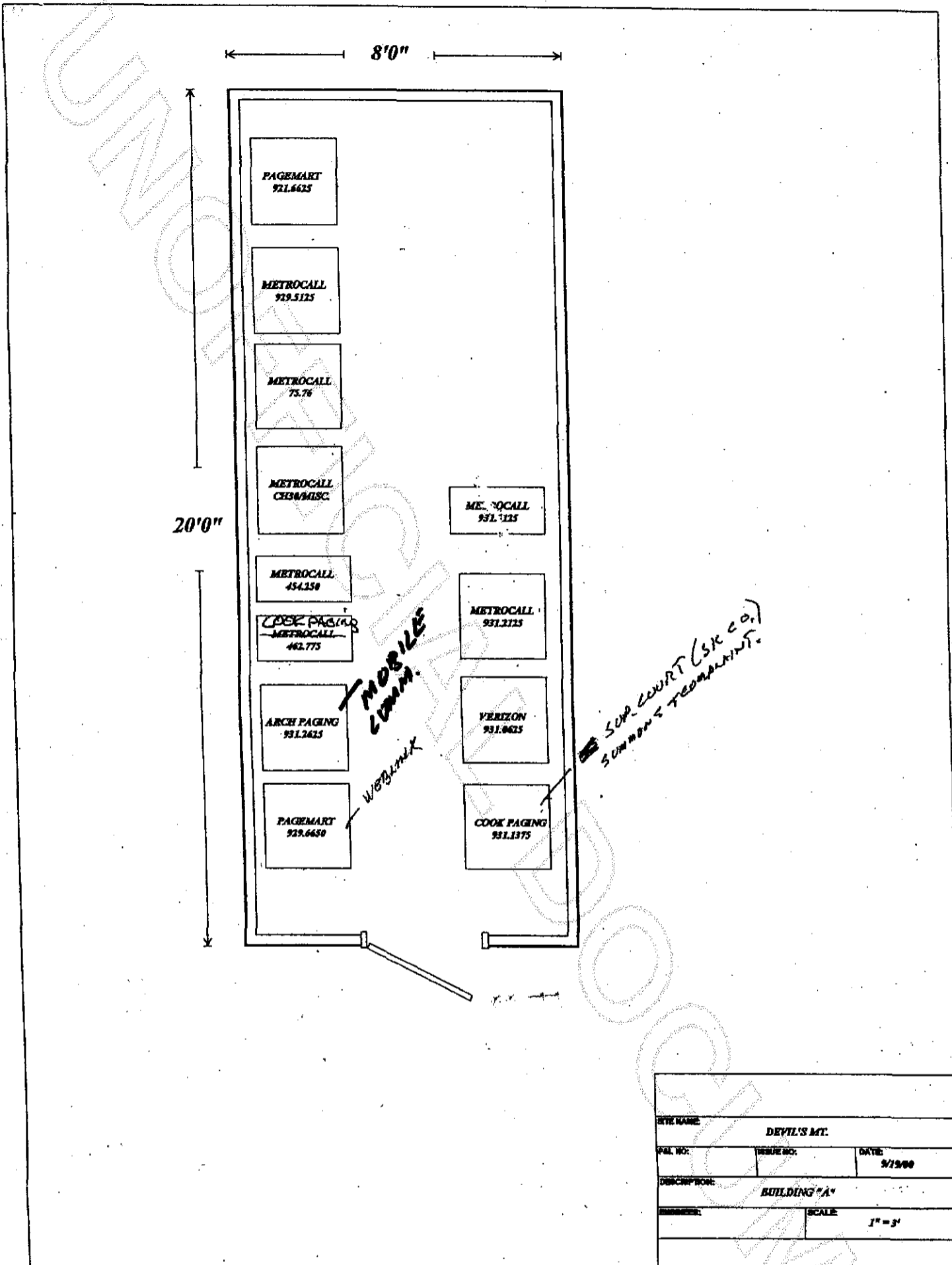
**BENEFITTED PARCEL(S)
State Land**

S½ S½ of Section 2, Township 33 North, Range 4 East, W.M.

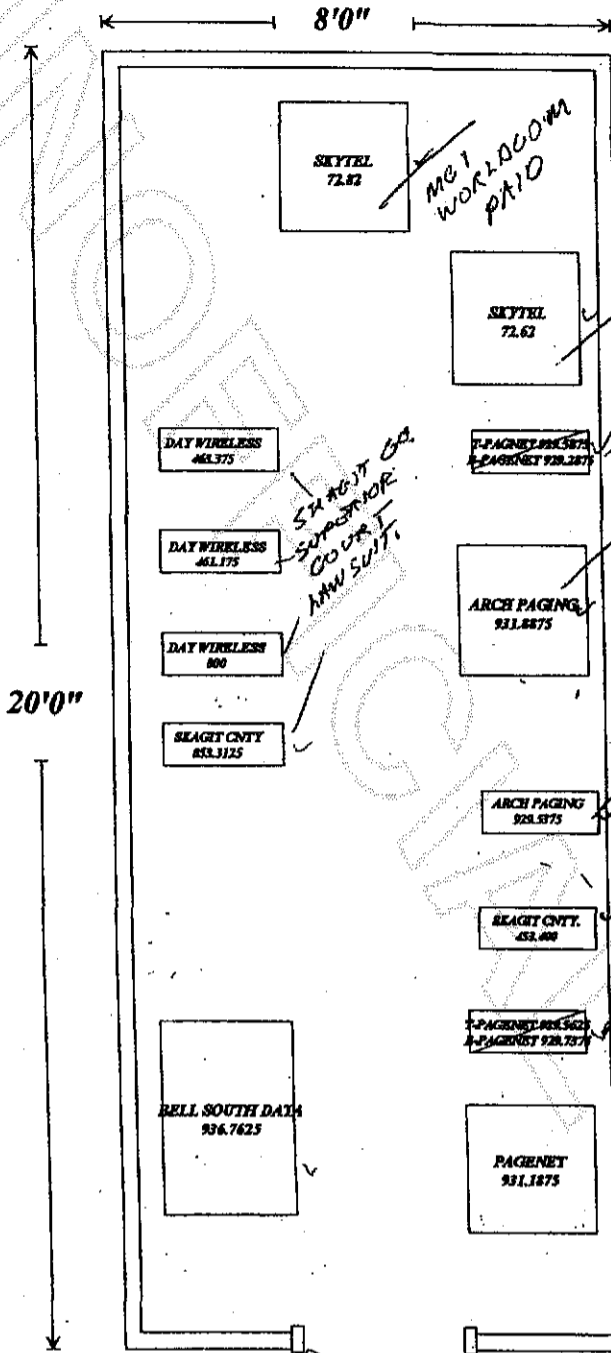
NW¼ of Section 11, Township 33 North, Range 4 East, W.M.



EXHIBIT C-1



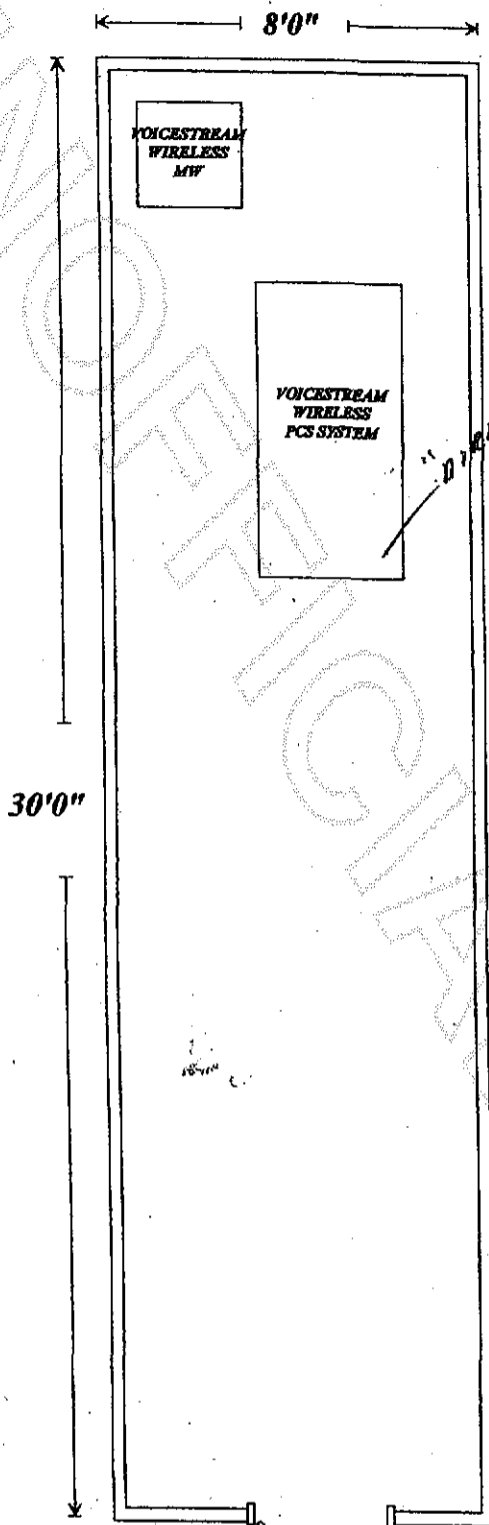
200212120103
Skagit County Auditor



SITE NAME:			DEVIL'S MT.		
POL. NO.:	ISSUE NO.:	DATE:	9/29/00		
DESCRIPTION:					
BUILDING "B"					
EXPOSURE:			SCALE:		
			1" = 3'		



200212120103
Skagit County Auditor



SITE NAME:			DEVIL'S MT.		
P.L. NO.:		ISSUE NO.:	DATE: 9/19/00		
DESCRIPTION: BUILDING "C"					
CONTRACT:			SCALE: 1" = 4'-0"		



200212120103
Skagit County Auditor