

322 E. Taneum Rd.
Thorp WA 98926



REVIEWED

DEC 29 2025

KITTITAS COUNTY TREASURER

INITIALS: EH

**STATE OF WASHINGTON
PARKS AND RECREATION COMMISSION**
Diana Dupuis, Director

Palouse to Cascades State Park Trail - Easement Agreement # E688501GEO1

This Easement Agreement ("Agreement") is made between the State of Washington, acting through the **WASHINGTON STATE PARKS AND RECREATION COMMISSION**, as Grantor ("State") AND **CRAIG AND MELANIE GEORGE** ("Grantee"), located in Kittitas County, Washington. The date of this Agreement is the date of last signature below ("Effective Date").

AUTHORITY

This Agreement is granted under authority of RCW 79A.05.070(5) and Washington State Parks and Recreation Commission action of March 22, 2018, Policy 55-06-1; Less Than Fee Simple Real Estate Transactions and November 21, 2019, Policy 25-07-1; Delegations of Authority for Real Estate Transactions and Services. It is granted subject to and conditioned upon the following terms and conditions, which Grantee hereby promises to observe and perform faithfully and fully.

SEPA

Following review, staff determined that the granting of this easement is categorically exempt from the procedural requirements of the State Environmental Policy Act of 1971 (SEPA) under WAC 197-11-800(5)(c). Consequently, no further SEPA documentation is required prior to the execution of this easement.

EXHIBIT LIST

Exhibit A – Legal Description of Easement

Exhibit B – Map of Easement Area

Exhibit C – Inadvertent Discovery Plan

Exhibit D – Additional Provisions

1.0 EASEMENT

12/29/2025 11:06:13 AM 202512290036
\$326.50 Easement GEORGE Page: 1 of 24
Kittitas County Auditor

The parties agree as follows:

- 1.1 **Grant.** State hereby grants to Grantee a non-exclusive, non-divisible easement over a parcel of land in Kittitas County legally described in Exhibit A – Legal Description of Easement and located approximately as shown on Exhibit B – Map of the Easement Area (“Easement Area”) for the use(s) set forth in Section 2.1 (Permitted Use), Exhibit C – Inadvertent Discovery Plan, and Exhibit D – Additional Provisions, and only such use(s).
- 1.2 **Term.** The Agreement commences on the Effective Date and is perpetual unless terminated as set forth in this Agreement.
- 1.3 **Consideration – Lump Sum Payment.** Grantee shall pay to State the sum of \$698.26 for the application, processing, and use fees, as consideration for the easement granted by this Agreement. Payment is due upon execution of this Agreement by Grantee; this Agreement is not valid until payment is made.
- 1.4 **Appurtenant Easement.** The easement granted by this Agreement is appurtenant to real property in Kittitas County, Washington, located approximately as shown in Exhibit B and legally described in Exhibit A, attached hereto, and known as the **Parcel # 523233** (“Benefited Parcel”). The rights attached to the Benefited Parcel are indivisible. Should the Benefited Parcel be subsequently subdivided or parceled, owners of additional parcels will not be entitled to exercise the rights granted by this Agreement.
- 1.5 **Title/Disclaimer.** The rights granted in this Agreement are subject to permits, leases, licenses, and easements, if any, previously granted by State affecting the property subject to this Agreement. Further, State does not warrant or imply that the Easement Area is suitable for Grantee’s intended use.

2.0 USE AND MAINTENANCE OF EASEMENT AREA

- 2.1 **Permitted Use.** The easement granted by this Agreement is for the purpose of single-family residential ingress and egress and is limited to maintaining and using Easement Area as defined and provided herein.

The permitted use for ingress and egress is subject to Grantee obtaining, and at all times possessing, all applicable federal, state, and local permits, and it serves only the Benefited Parcel. Any changes outside of the permitted use will require a written amendment.

- a.) **Maintaining.** Routine maintenance necessary for ingress and egress is allowed under this Agreement. Reference Exhibit D(2)(b).
- b.) **Using.** The permitted use and area of use as outlined in this Agreement.

- 2.2 **Grantee's Use and Activities.** Grantee shall exercise its rights under this Agreement so as to minimize, and avoid if reasonably possible, interference with State's use of the Easement Area and adjoining park property for park purposes. Grantee shall at all times conduct its activities on the Easement Area so as not to interfere with, obstruct, or endanger the public or State's operations or Facilities.
- 2.3 **Unauthorized Improvements.** Any improvements not included in the original permitted use of the Easement Area, or as otherwise approved in advance in writing by State, are prohibited and may be cause for termination of this Agreement. Improvements placed within the Easement Area without State's prior written consent immediately become the property of State or, at State's option, must be removed by Grantee at Grantee's sole cost.
- 2.4 **Monitoring.** Grantee shall test and monitor the Facilities as required by the appropriate regulatory authority or by State. Grantee shall provide test results to State at State's request. State reserves the right to perform testing at any time on any portion of the Facilities.
- 2.5 **Waste: Appearance and Condition of the Easement Area.** Grantee shall not deposit refuse, garbage, or other waste matter in or on the Easement Area. Grantee shall keep the Easement Area in a neat, clean, sanitary, and safe condition, and shall keep the Easement Area, the Facilities, and all items installed by Grantee in or on the Easement Area or Facilities in good condition, except only for reasonable wear and tear. Grantee shall store all trash, refuse, and waste material on the Easement Area so as not to constitute a nuisance, in adequately covered containers that are not visible to the public.
- 2.6 **Hazardous Substances.** Grantee shall not, without State's prior written consent, use, store, generate, process, transport, handle, treat, release, or dispose of any hazardous substance or other pollutant in or on the Easement Area. The term "hazardous substance" means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et. seq.), or the Washington Model Toxic Control Act (MTCA, RCW 70.105D). Grantee shall immediately notify State if Grantee becomes aware of any release or threatened release of a hazardous substance or other pollutant on the Easement Area or adjoining property. If a release of any hazardous substance or other pollutant occurs in, on, under, adjacent to, or above the Easement Area or adjacent property arising out of any action of Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, Grantee shall, at Grantee's sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance or other pollutant in accordance with applicable laws. Any cleanup must be performed in a manner approved in advance in writing by State, except in emergency situations Grantee may take reasonable and appropriate actions without advance approval.

- 2.7 Wetlands. Grantee shall not cause damage to or conduct any filling of any wetlands without the proper written authorization from the appropriate government agency and without receiving prior written approval from State.
- 2.8 Timber and Vegetation Removal. No timber or other vegetation may be cut or removed without the prior written consent of and compensation to State according to the policies of the Washington State Parks and Recreation Commission. If Grantee cuts or removes timber or vegetation, all subsequent growth belongs to State. Grantee shall not eradicate by broadcast brush spraying, or other methods of removal, any timber or vegetation on the Easement Area. Grantee shall take all reasonable precautions to protect timber and vegetation. Any damage to timber or vegetation not previously authorized by State must be paid for by Grantee at triple the appraised value as determined by State. In the event Grantee injures or damages timber or vegetation while responding to an emergency such as a fire, flood, or Facilities failure, or necessary repair to the Facilities, Grantee shall immediately thereafter restore the ground to its prior condition, including replacement of any such timber or vegetation to State's reasonable satisfaction.
- 2.9 Damage. Grantee, when exercising the rights granted by this Agreement, shall repair or cause to be repaired, at its sole cost, all damage to improvements on State lands occasioned by Grantee that is in excess of that which it would cause through normal and prudent exercise of such rights.
- 2.10 Response to an Emergency. For the purposes of this Agreement, "Emergency" is defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, natural resources, or essential public services. Nothing in this Agreement prevents Grantee from responding to a bona fide Emergency relating to its Easement Area, provided Grantee immediately provides notice to State of its emergency response through the emergency notification process provide herein ("Emergency Notification"). Any emergency work outside of the Easement Area will require prior approval from the Area Manager through Emergency Notification. The Emergency Notification process is as follows: As early as practicable, Grantee shall notify the State Park Area Manager, as provided in Section 7.6 (Notices and Submittals), by phone, or text message if not reachable via phone, with nature of emergency, and followed by written notification to the Real Estate Department by electronic mail at Real.Estate@parks.wa.gov.
- 2.11 Use of Roads. The speed limit within the park is 10 m.p.h. Pedestrians have right of way over vehicles at all times.
- 2.12 Tree Removal. No trees are to be cut or removed from State's property without prior written approval by State according to the policies of the Washington State Parks and Recreation Commission or as described in Grantee's plans. Grantee must adhere to agency policies and procedures for removal of significant trees (living or dead standing trees over 10" at breast height). Requests for removal of trees within the permitted use area will be considered on a case-by-case basis. All

tree work will be performed by qualified contractors and adhere to all applicable laws and regulations, agency policy, and ANSI A300 Pruning Standards at the determination of State.

- 2.13 Hazardous Tree Removal. Hazardous tree removal must be approved by the agency prior to removal, unless the tree poses an imminent threat to life or property or if the target area cannot be closed, or the target area relocated. Any hazardous tree removal must meet the agency definition of an emergency tree and follow the agency emergency tree removal procedure.
- 2.14 Right to Timber. State Parks retains their right to all standing timber and dispensation of any merchantable timber removed with the Agreement area. Grantee will compensate State Parks personnel at real market value determined at the time of sale.

3.0 RESERVATIONS

- 3.1 Reservations to State. State reserves all ownership of the Easement Area and resources thereon (including timber) and the right of use for any purpose including: the right to remove resources within the Easement Area; the right at all times to cross the Easement Area at any place on grade or otherwise; the right to use, maintain, patrol, reconstruct, or repair the Easement Area; the right to erect fences on, over, or across the Easement Area, or any part thereof; and the right to occupy the Easement Area with State's facilities and equipment so long as the exercise of any such right by State does not unreasonably interfere with Grantee's rights granted by this Agreement. State at all times retains control of park gates, roads, and lands. State may grant to third parties any and all rights reserved to State, including easements and leases, so long as any such right granted to any third party, or the exercise thereof, does not unreasonably interfere with Grantee's rights granted by this Agreement.
- 3.2 Use of Area by State. (a) State is using or may use the Easement Area and adjoining park property for recreational park purposes; (b) new park facilities may be constructed in addition to or in replacement of already existing facilities; and (c) construction of new facilities may require the installation of roads and other fixtures or improvements over, upon, across, or under the Easement Area and, in addition, may require the location of structures with permanent foundations within the Easement Area.

Nothing in this Agreement prevents or precludes State from undertaking construction, installation, and use of the Easement Area or adjoining park property. State will not be liable to Grantee or any other party for loss or injury resulting from any damage or destruction of Grantee's Facilities directly or indirectly caused by State's use of the Easement Area, or adjoining park property, or State's facilities on the Easement Area, or adjoining park property, excepting for loss or injury which results solely from State's failure to exercise reasonable care not to damage or destroy Grantee's Facilities.

Further, State is not liable to Grantee for any increased cost to Grantee of maintenance, repair, or replacement of its Facilities due to State's use and development of the property.

- 3.3 Emergency Action. State may take such emergency action as is necessary to protect the public health, safety, and welfare, including temporary closing or otherwise restricting Grantee's use of the Easement Area. Grantee shall have no recourse against State for any losses incurred as a result of State's taking such emergency action.

4.0 CONSTRUCTION

- 4.1 No construction is allowed under this easement. Any proposed construction will require additional review and an amendment to this easement. See Exhibit D – Additional Provisions.

- 4.2 Archaeology and Cultural Resource Compliance. All construction and maintenance projects should be reviewed by State Parks archaeologists per RCW 27.53.080 prior to any ground disturbance and are subject to all applicable cultural resource regulations and laws (e.g., Governor's Executive Order (GEO 21-02), Section 106 of the National Historic Preservation Act of 1966 (NHPA), RCW 27.53, SEPA, etc.).

Per RCW 27.53.080, cultural resource investigations are to be carried out by a SOI qualified archaeologist and **only after** appropriate agreement has been made between the professional archaeologist (in contract with the applicant) and State. A copy of such agreement shall be filed with State.

If ground disturbing activities encounter human skeletal remains during construction, then all activity will cease that may cause further disturbance to those remains. The area of the find will be secured and protected from further disturbance until State provides written notice to proceed.

The finding of human skeletal remains will be reported to the county medical examiner/coroner and local law enforcement in the most expeditious manner possible. Refer to Exhibit C – Inadvertent Discovery Plan (IDP) for contact information.

The remains will not be touched, moved, or further disturbed. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. DAHP will notify any appropriate cemeteries and all affected tribes of the found remains.

In the event cultural (archaeological) resources are found or unearthed during any work allowed by this E688501GEO2, Grantee shall comply with provisions of Chapter 27.44 RCW, Chapter 27.53 RCW, and the rules and regulations of DAHP, including compliance with all archaeological excavation permit requirements.

If cultural resources are discovered, Grantee shall cease work immediately and contact State Parks' Archaeology Program Manager at the following email Archaeology@parks.wa.gov. Please refer to Exhibit C – Inadvertent Discovery Plan (IDP) and Exhibit D – Additional Provisions.

5.0 INSURANCE

- 5.1 Insurance. At its own expense, Grantee shall procure and maintain during the term of this Agreement, and require its contractors, subcontractors, or other permittees to procure and maintain while operating on the Easement Area the insurance described below. All insurance must be purchased on an occurrence basis and be issued by a carrier admitted by the Insurance Commissioner to do business in the state of Washington.

Commercial General Liability. Insurance written under Insurance Services Office (ISO) Form CG0001 or its equivalent with minimum limits as set out below covering liability arising from premises, operations, independent contractors, personal injury, products completed, and liability assumed under an insured contract. In the event that Grantee is self-insured, Grantee shall send a letter, signed by a person with appropriate authority to obligate Grantee, to State obligating Grantee's self-insurance fund to the responsibilities set forth in this Agreement.

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

Business Auto Policy (BAP). Insurance written on an ISO CG0001 form or equivalent providing Bodily Injury and Property Damage Liability coverage for all owned, hired, or non-owned vehicles assigned to, or used in, the performance of this Agreement for a combined single limit of not less than \$1,000,000 each occurrence.

Physical Property Damage Insurance. Insurance covering all real and personal property located on or constituting a part of the Easement Area in an amount equal to at least one hundred percent (100%) of the replacement value of all improvements on the Easement Area (regardless of ownership). Grantee may obtain such insurance on an "Agreed Value" basis. Such insurance may have commercially reasonable deductibles. Any co-insurance provisions of the policy will be endorsed to be eliminated or waived.

Employer’s Liability (“Stop Gap”) Insurance. Grantee shall purchase and maintain Employer’s Liability or “Stop Gap” Insurance including liability coverage with limits not less than those specified below. Grantee waives immunity under Title 51 RCW to the extent required by this clause. Insurance must include liability coverage with limits not less than those specified below:

Each Employee	Policy Limit	
	<u>By Accident</u>	<u>By Disease</u>
Bodily Injury	\$1,000,000	\$1,000,000

Worker’s Compensation Insurance. The State of Washington Worker’s Compensation coverage, as applicable, with respect to any work by Grantee’s employees on or about the Easement Area or Facilities

Builder’s Risk Insurance. Contingent liability and builder’s risk insurance in an amount reasonably satisfactory to State during construction, replacement, or material alteration of the Easement Area or improvements on the Easement Area. Coverage shall be in place until the work is completed and evidence of completion is provided to State.

Environmental/Pollution Liability. Grantee shall purchase and maintain liability insurance to cover any environmental/pollution liability associated with the operation of the Facilities including, but not limited to, liability arising on account of water pollution or hazardous substances described in this Agreement. Such insurance must include liability coverage with limits not less than those specified below:

General Aggregate Limit	\$2,000,000
Each Claim/Occurrence Limit	\$1,000,000

- 5.2 Terms of Insurance. The policies required under this section shall name the State of Washington, Parks and Recreation Commission, as an additional insured (except for State of Washington Worker’s Compensation coverage). Grantee shall provide to State a certificate of insurance and, if requested, copies of policies, from Grantee’s insurer certifying that coverage in not less than the required amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer shall give State 30 days written notice prior to any cancellation or modification. State’s receipt of such certificates or policies does not constitute approval by State of the terms of such policies. These notices shall be sent to State as required by Section 7.6 (Notices and Submittals). The policies shall reference State’s Easement number.

Further, all insurance policies described in this section must:

- a) Be written as primary policies not contributing with and not in excess of coverage that State may carry.

- b) Contain an express waiver of any right of subrogation by the insurance company against State and State's officials, employees, or agents.
- c) Expressly provide that the insurance proceeds of any loss must be payable notwithstanding any act or negligence of Grantee that might otherwise result in a forfeiture of said insurance.
- d) Expressly provide that State may not be required to give notice of accidents or claims for which State has no liability for premiums; and
- e) In regard to physical property damage and builder's risk coverage, expressly provide that all proceeds must be paid jointly to State and Grantee.

If Grantee fails to procure and maintain the insurance described above, Grantee is in material breach of this Agreement. In case of breach, State, at its election, has the right, in addition to any other rights available under this Agreement or under law, to terminate this Agreement or to procure and maintain, at Grantee's expense, substitute insurance.

By requiring insurance, State does not represent that coverage and limits will be adequate to protect Grantee, and such coverage and limits do not limit Grantee's liability under the indemnities and reimbursements granted to State under this Agreement.

6.0 TERMINATION

- 6.1 Termination for Breach. If Grantee breaches any provision of this Agreement, State may terminate this Agreement after Grantee has been given 30 days written notice of the breach and (1) the breach has not been corrected within such time; or (2) if the breach cannot be reasonably corrected within such 30-day period, Grantee has not commenced correction and continued correction with reasonable diligence.

The occurrence of any of the following events is a breach that allows immediate termination of this Agreement (30 days written notice not required): if Grantee makes an assignment for the benefit of creditors or files a voluntary petition under any bankruptcy act or other law for the relief of debtors; or if an involuntary petition is filed under any bankruptcy act or other law for the relief of debtors; or an order for relief is entered for or against Grantee under any bankruptcy act or other law for the relief of debtors; or if any department of any government or any officer thereof takes possession of Grantee's business or property. Upon any such occurrence State, at its option, may, in addition to any other remedy available at law or equity or under this Agreement, terminate this Agreement by notice to Grantee and upon such termination Grantee shall quit and surrender the Easement Area to State, but Grantee shall remain liable as provided by this Agreement.

- 6.2 Termination for Non-Use. In the event that Grantee does not commence use of the Easement Area within a period of two (2) years following the Effective Date, this Agreement terminates. However, an extension of time may be granted upon written request prior to the expiration date of the two-year period and upon such additional terms and conditions as State may specify, including modification of the consideration due State, which may include additional charges for administrative costs and appreciation of land and valuable material.

If Grantee ceases to use the Easement Area for a period of two (2) years, this Agreement terminates.

- 6.3 Effect of Termination. In the event that this Agreement is terminated for any reason, Grantee's rights within the Easement Area immediately revert to State, and the Easement Area will be freed from the easement as fully and completely as if this Agreement had not been entered into. Upon termination, all Facilities on the Easement Area are forfeited and become the property of State subject only to any previously approved waiver of interest or security interest. In addition to the right of termination, State has any other remedy available in law or equity. Any Grantee obligations not fully performed upon termination continue until fully performed. The failure of State to exercise any right at any time will not waive State's right to terminate for any future breach or default. The failure by State to provide notice to Grantee does not relieve Grantee of its obligations under this Agreement.

- 6.4 Removal of Improvements and Equipment. All Facilities that remain on the Easement Area 60 days from the termination of this Agreement become the property of State and become a part of the land upon which they are located; provided, however, that any time within 60 days after the termination of this Agreement, Grantee is entitled to remove the Facilities; or, State may require Grantee to remove the Facilities, at Grantee's cost. All tools, equipment, and other property not permanently affixed upon the land by Grantee remain Grantee's property for 60 days. Grantee shall, within 60 days after termination of this Agreement, remove all such tools, equipment, and other property not permanently affixed upon the land. Any tools, equipment, and other property not permanently affixed upon the land become the property of State after 60 days.

7.0 GENERAL TERMS AND CONDITIONS

- 7.1 Compliance with Laws and Regulations. Grantee shall comply with all applicable laws, including all federal, state, county, and municipal laws, ordinances, and regulations in effect for the design, construction, maintenance, operation, or improvement of the Facilities and use of the Easement Area. Grantee shall so comply in a timely manner and at its sole cost.

In addition to complying with those laws of the state of Washington pertaining to forest protection, Grantee shall comply with any requirements pertaining to

burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hose, fire tools, etc., that State deems necessary for prevention and suppression of fire.

- 7.2 Ownership and Maintenance of Facilities. The Facilities authorized in this Agreement must be continuously owned and maintained by Grantee at Grantee's sole expense.
- 7.3 Indemnity. Grantee shall indemnify State for any and all liability or loss, including costs and reasonable attorneys' fees incurred by State in defense thereof, arising from acts or omissions of Grantee, or Grantee's employees, agents, or contractors, in the exercise of the rights granted in this Agreement. However, Grantee is not required to indemnify State for liability or losses arising out of bodily injury to persons or damage to property caused by the sole negligence of State or State's employees or agents. If the liabilities or losses are caused by the concurrent negligence of Grantee, or Grantee's employees, agents, or contractors, and State or State's employees or agents, Grantee shall indemnify State only to the extent of the negligence of Grantee or Grantee's employees, agents, or contractors.
- 7.4 Attorney Fees. In the event State is required to incur attorney fees and costs to enforce Grantee's obligations under this Agreement, in addition to any other relief to which State may be entitled, Grantee shall pay to State its costs and reasonable attorney fees.
- 7.5 Venue and Governing Law. Venue for any action related to this Agreement is in Thurston County Superior Court. The laws of the State of Washington govern any dispute and the interpretation of this Agreement.
- 7.6 Notices and Submittals. All notices, demands, and requests required under this Agreement must be in writing sent by United States registered or certified mail, postage prepaid, and shall be addressed as follows or at such other place as either party may from time to time designate by written notice to the other.

Notices, demands, and requests served upon State or Grantee as provided in this section are sufficiently given for purposes of this Agreement five (5) days after such notice, demand, or request is mailed. When a notice, demand, or request is mailed by State, it is considered mailed on the date transferred to State's Consolidated Mail Services.

All notices, demands, or requests sent to State shall refer to file #E688501GEO1 in the subject line.

If to State:

If to Grantee:

future. No waiver by State of any provision of this Agreement is made unless made in writing, signed by State.

- 7.12 Remedies Cumulative. The specified remedies to which State may resort under this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which State may lawfully be entitled in case of any breach or threatened breach by Grantee. In addition to the remedies provided in this Agreement, State is entitled to restraint by injunction of the violation, or attempted or threatened violation, of any of the terms and conditions of this Agreement.
- 7.13 Severability. If any term of this Agreement is found to be to any extent invalid or unenforceable, the remainder of this Agreement, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other term of this Agreement shall be valid and be enforced as written to the fullest extent permitted by law.
- 7.14 Recording. Upon full execution, Grantee shall promptly record this Agreement in Kittitas County and shall provide a copy of the recorded Agreement to State.

EXECUTED as of the date hereinbelow set forth.

GRANTEE

By Craig A. George
Melanie R. George
 Name Craig and Melanie George
 Title Land owner
 Date: 12/3/2025

WASHINGTON STATE PARKS AND RECREATION COMMISSION

By Heather Saunders
 Heather Saunders, Director of Parks Development, By Delegations of Authority of Real Estate Transactions and Services, 25-07-01, Commission adopted revisions November 21, 2019
 Date: 12-18-2025

APPROVED AS TO FORM:

NICK BROWN
WASHINGTON STATE ATTORNEY GENERAL

BY [Signature]
 Andy Woo, Assistant Attorney General
 Date: December 23, 2022

EXHIBIT LIST

- 1. Exhibit A – Legal Description of Easement**
- 2. Exhibit B – Map of Easement Area**
- 3. Exhibit C – Inadvertent Discovery Plan**
- 4. Exhibit D – Additional Provisions**

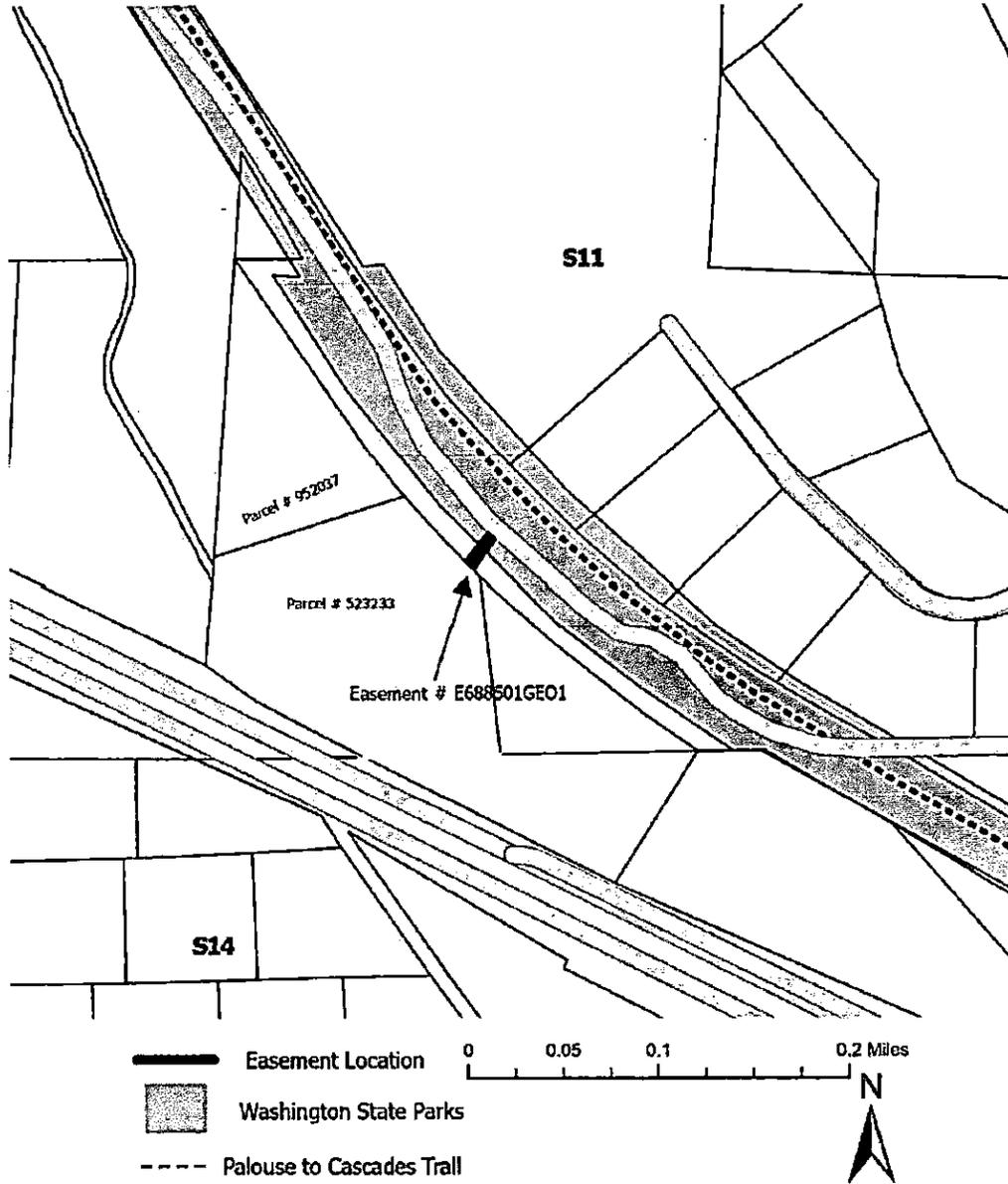
EXHIBIT A

LEGAL DESCRIPTION

A portion of land 30 feet wide and 13.1 feet in length, extending from the Northeastern boundary of Kittitas County tax parcel # 523233 to Thorp Depot Road, a county road, for a single family residential driveway, on a portion of Palouse to Cascades State Park Trail right-of-way located in the Southwest quarter of the Southeast quarter of Section eleven (11), Township eighteen (18) North, Range seventeen (17) east, Willamette Meridian.

Situate in Kittitas County, WA

EXHIBIT B - MAP OF EASEMENT AREA



S11 – T18N – R17E, W.M.		Palouse to Cascades State Park Trail
Kittitas County		October 21, 2025

Easement # E688501GEO1

Form Re. 10-1 9/2022



EXHIBIT C
**INADVERTENT DISCOVERIES OF CULTURAL RESOURCES
 AND HUMAN SKELETAL REMAINS
 PLAN**

George Residential Easements, Palouse to Cascades State Park Trail, Kittitas County

Many of Washington’s most important heritage sites reside on lands owned or managed by the Washington State Parks and Recreation Commission (WSPRC). Nearly all Washington State Parks contain one or more important historic buildings, structures, or archaeological sites. For this reason, archaeological surveys and historic building inventories are ordinarily commissioned as a part of background analysis and information gathering for park developments and undertakings. Results of these surveys are used during project planning to ensure every effort is made to avoid impacts to cultural resources. Yet, despite these efforts, there **always** remains some potential for unanticipated discoveries while working in Washington State Parks.

All unanticipated discoveries, both cultural resources and human skeletal remains, are subject to all applicable federal and state statues, regulations, and executive orders. For these reasons, the Inadvertent Discovery Plan (IDP) provides useful guidance and instructions for circumstances when cultural resources or human skeletal remains are found. Please carefully read these instructions. If you have any questions, please contact the appropriate WSPRC Area Manager or the WSPRC archaeologist assigned to the undertaking. It is also strongly recommended that anyone conducting ground-disturbing activities watch the training video produced by Washington State Dept of Ecology: Inadvertent Discovery of Cultural Resources or Human Remains: Training for Field Staff. This IDP for cultural resources and human skeletal remains is based on RCW 27.44, RCW 27.53, RCW 68.50.645, RCW 27.44.055, and RCW 68.60.055 and recommended language from the Department of Archaeology and Historic Preservation (DAHP).

INADVERTENT DISCOVERY PLAN FOR CULTURAL RESOURCES

If cultural resources are found during a project, activity in the immediate area of the find should be discontinued (**stop**), the area secured (**protect**), and the WSPRC archaeologists notified to assess the find (**notify**). *When in doubt, assume the material is a cultural resource and implement the IDP outlined below.*

Recognizing Cultural Resources-Types of Historic/Precontact Artifacts and/or Activity Areas That May Be Found

- **Artifacts**- Both historic and precontact artifacts may be found exposed in backhoe trenches or back dirt piles.
 - Precontact artifacts may range from finished tools such as stone pestles, arrowheads/projectile points, shell beads, or polished bone tools to small pieces or “flakes” or “chips” of exotic stone such as chert, jasper, or obsidian.

- Historic artifacts may include older (more than 50 years) nails, plates/ceramics, bottles, cans, coins, glass insulators, or bricks.
- Old abandoned industrial materials from farming, logging, railways, lighthouses, and military installations.
- **Activity Area/Cultural Features-** While excavating trench lines look for evidence of buried activity areas/cultural features such as old campfire hearths or buried artifacts.
 - An area of charcoal or very dark stained soil with artifacts or burned rocks may be a fire hearth.
 - A concentration of shell with or without artifacts may be shell midden deposits.
 - Modified or stripped trees, often cedar or aspen, or other modified natural features, such as rock drawings or carvings
- **Historic building foundation/structural remains-** During excavation, buried historic structures (e.g., privies, building foundations) that are more than 50 years old may be found.
- **Bone-** Complete or broken pieces of bone may be discovered exposed in trench walls or in back dirt piles. Bone can come from either animal remains or human remains and requires a trained professional to identify. If you find bone, notify the WSPRC archaeologist immediately and follow their directions.

Steps to Take If a Cultural Resource Is Found During Construction

1. **Stop** if a cultural resource(s) is observed or suspected, all work within the immediate area of the discovery must stop.
2. **Protect** the area from further disturbance. Do not touch, move, or further disturb the exposed materials/artifacts. Create a protected area with temporary fencing, flagging, stakes, or other clear markings that is large enough (30 feet or larger) to protect the discovery location area. The WSPRC archaeologist can help determine the size of the protected area. Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site.
3. **Notify** the WSPRC archaeologist. If the area needs to be secured, notify the Park Ranger or Park staff as well.
4. If requested by the WSPRC archaeologist, take photographs with a scale (e.g., pen, coin, etc.) and collect geospatial information of the discovery site to document the initial finds.

What Not to Do If a Cultural Resource Is Found During Construction

- Do not remove any artifacts from the site of the discovery.
- Do not dig out objects protruding from any trench walls as this may cause further damage to artifacts and/or destroy important contextual information.
- Do not share any information about the find, including on social media, except as necessary to implement the IDP.

What Happens Next?

1. The find will be assessed by a professional archaeologist (may be a WSPRC archaeologist or an archaeology consultant).

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- a. If the find is not a cultural resource, construction work may resume.
 - b. If the find is a cultural resource, the WSPRC archaeologist will contact the DAHP and affected Tribes, as appropriate, to develop a suitable treatment plan for the resource.
2. Construction work may resume in the protected area after the WSPRC archaeologist assigned to the undertaking has determined that the find has been adequately investigated and, if necessary, a treatment plan and monitor are in place to protect any remaining archaeological deposits.

INADVERTENT DISCOVERY PLAN FOR HUMAN SKELETAL REMAINS

Native American burials and historic grave sites are common features on Washington State Park lands. These remains, as well as any associated artifacts or funerary objects, are protected under state law and, if the park is a federal lease, applicable federal law. If you discover human remains (or bones that you believe may be human remains) during construction, please follow these important instructions. It is imperative that reporting and treatment of any human remains found during construction or any ground-disturbing activities are treated with utmost dignity and respect.

Steps to Take If Human Skeletal Remains are Found During Construction

1. **Stop** if human skeletal remains observed or suspected, all work within the immediate area of the discovery must stop.
2. **Protect** the area from further disturbance. Do not touch, move, or further disturb the remains. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection in place and shield them from being photographed. Create a protected area with temporary fencing, flagging, stakes, or other clear markings that is large enough (30 feet or larger) to protect the discovery location area. The WSPRC archaeologist can help determine the size of the protected area. Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site.
3. **Notify** local law enforcement (Park Ranger) and the appropriate county medical examiner/coroner as soon as possible. If you are unsure if the remains are human, the physical anthropologist at DAHP may be called. Also notify the Area Manager, the WSPRC archaeologist, and the WSPRC Curator of Collections/NAGRPA Specialist of the discovery of the remains.
4. If requested by the local law enforcement, the county coroner/examiner, the DAHP physical anthropologist, or the WSPRC archaeologist, take photographs with a scale (e.g., pen, coin, etc.) and geospatial information of the discovery site to document the initial finds.

What Not to Do If Human Skeletal Remains are Found During Construction

- Do not pick up or remove anything.
- Do not take any photographs of the remains unless instructed to do so by local law enforcement, the county coroner/examiner, the DAHP physical anthropologist, or the WSPRC archaeologist. If pictures are requested, be prepared to photograph them with a scale (e.g., pen, coin, etc.) and collect geospatial information of the remains.

- Do not call 911 unless you cannot reach local law enforcement or the coroner/examiner by other means.
- Do not share any information about the find, including on social media, except as necessary to implement the IDP.

What Happens Next?

1. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and decide whether those remains are forensic (crime-related) or non-forensic.
 - a. If forensic, the county medical examiner/coroner will retain jurisdiction over the remains.
 - b. If non-forensic, the county medical examiner/coroner will report that finding to the DAHP who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected Tribes of the remains. The State Physical Anthropologist will decide whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected Tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

Note: The WSPRC archaeologist assigned to the undertaking will be coordinating and consulting with the DAHP, affected Tribes, and other groups as necessary. Additionally, WSPRC's Curator of Collections/NAGPRA Specialist should be included on all written and/or verbal correspondence until the remains have been officially transferred from WSPRC's possession to an outside authority. Until the remains are transferred off of WSPRC's property, it is the responsibility of the Curator of Collections/NAGPRA Specialist to document and track the information regarding all human remains and associated funerary objects (including all material from excavation areas/units from which the human remains were removed).
2. Construction work may resume in the protected area after the WSPRC archaeologist assigned to the undertaking has determined that the find has been adequately investigated and, if necessary, a treatment plan and monitor are in place.

EMERGENCY CONTACTS

WSPRC Region Archaeologists

Eastern Region:

Ayla Aymond, Eastern Region Archaeologist	(509) 743-8251 (cell)
Email: ayla.aymond@parks.wa.gov	
Sarah DuBois, Eastern Region Archaeologist	(509) 972-5884 (cell)
Email: sarah.dubois@parks.wa.gov	(509) 665-4336 (office)

Alternative WSPRC Archaeologist Contacts

Jennifer Wilson, Cultural Resources Program Manager	(360) 787-6511 (cell)
Email: jennifer.wilson@parks.wa.gov	(360) 902-8637 (office)

Statewide:

Maurice Major, Stewardship Archaeologist	(360) 701-6218 (cell)
Email: maurice.major@parks.wa.gov	(360) 902-8503 (office)

NW Region:

Sean Stcherbinine, NW Region Archaeologist (360) 770-1419 (cell)
Email: sean.stcherbinine@parks.wa.gov

Laura Syvertson, NW Region Archaeologist (360) 770-0444 (cell)
Email: laura.syvertson@parks.wa.gov

SW Region:

Shari Silverman, SW Region Archaeologist (360) 790-6742 (cell)
Email: shari.silverman@parks.wa.gov (360) 902- 8640 (office)

Kayley Bass, SW Region Archaeologist (360) 701-1277 (cell)
Email kayley.bass@parks.wa.gov

WSPRC Curator of Collections/NAGPRA Specialist

Alicia L. Woods, Statewide Curator of Collections & NAGPRA Specialist
Email: alicia.woods@parks.wa.gov (360) 586-0206 (office)

State Physical Anthropologist

Guy Tasa, DAHP (360) 790-1633 (cell)

Assistant State Physical Anthropologist

Jennifer Spence, DAHP (360) 890-0174 (cell)

County Coroner/Examiner

Nick Henderson, Kittitas County Coroner (509) 856-4970 (cell)
(509) 933-8200 (office)

Local Law Enforcement

Andrew Kerlee, Park Ranger 3 (509) 350-0006

Kittitas County Sheriff's Office (509) 962-7525

Area Manager

John Ernster (509) 899-9294

EXHIBIT D
ADDITIONAL PROVISIONS

1. **Cultural Resources**

A cultural resource has been previously documented in this area; this resource is protected under RCW 27.53. **As such, the proponent must notify State at least three (3) months in advance of any planned ground-disturbing activities (e.g., paving, excavation for the culvert, buried utilities, driveway, etc.) so that State cultural resources staff may perform additional cultural resources review.**

Additional review may include tasks such as consultation/coordination with Kittitas County, the Washington Department of Archaeology and Historic Preservation (DAHP), and Tribal partners, archaeological survey prior to construction, and/or archaeological monitoring of ground disturbing activities that take place on land owned by State.

In coordination with State staff, Grantee will provide all information necessary to inform any additional review, including a narrative description of the planned work, anticipated construction dates, location of planned ground disturbance, the maximum dimensions (i.e., length, width, and depth) of planned excavation, and any other information requested by State. Depending on the nature and location of the planned construction, State may need to obtain permits for the work to move forward. State will communicate with Grantee about any potential impacts to construction timelines caused by additional cultural resources review or permitting.

2. Restricted activities include:

- a. **Utilities**. No rights are conveyed by this Agreement for the installation, construction, relocation, alteration, repair, or replacement of any utility lines, pipes, cables, conduits, or related appurtenances on, over, under, or across State Parks property. Any such activity shall require a separate written agreement issued by State.
- b. **Improvements**. Except for routine maintenance necessary to keep the existing driveway in its current condition for ingress and egress, Grantee shall not grade, pave, widen, relocate, resurface, or otherwise alter or improve the driveway or any other portion of State Parks property without State's prior written consent, which consent may be granted, conditioned, or withheld at State's sole discretion.