



STATE OF WASHINGTON

WASHINGTON STATE PARKS AND RECREATION COMMISSION

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TDD Telecommunications Device for the Deaf: 800-833-6388
www.parks.state.wa.us

July 17, 2025

Item E-2: Spokane River Centennial State Park Trail – Spokane County Parks, Recreation & Golf – Amended Easement and Land Class Update – Requested Action

EXECUTIVE SUMMARY: This item asks the Washington State Parks and Recreation Commission (Commission) to delegate to the Director the authority to amend an existing easement with Spokane County Parks, Recreation and Golf (Spokane County Parks) to allow them to improve their adjacent sports complex. This item will also ask the Commission to approve an update to the land classifications for the Spokane River Centennial State Park Trail (Centennial Trail) in this area. This item advances the Commission's strategic goals: Form partnerships with agencies, tribes, non-profits, and new stakeholders, and expand use of partnerships, concessions, and other business opportunities.

SIGNIFICANT BACKGROUND: The Centennial Trail is a mixed-use, 40-mile trail that follows the Spokane River through Riverside State Park, downtown Spokane, and Spokane Valley to the Idaho border. There are several access points to the Spokane River for swimming, fishing, and non-motorized boating. In the winter, sections of the Centennial Trail are groomed for cross-country skiing and fat tire biking.

Spokane County Parks wants to use a portion of the property associated with the Centennial Trail to build out two phases of their masterplan for their existing park located east of Spokane at Plante's Ferry on Trent Avenue in Spokane Valley (Appendix 2). The 95-acre park serves as a regional sports complex; it contains soccer fields, baseball fields, playgrounds, picnic shelters, and trails. The sports complex borders an undeveloped portion of the Centennial Trail on the north side of the river. The Centennial Trail itself is on the opposite side of the river from this proposal.

In 2011, the Commission approved a 40-year easement to use this area for overflow parking and use of an existing road at the sports complex (See Appendix 6). Today, Spokane County Parks, in partnership with the City of Spokane Valley (the City), has developed a master plan to upgrade the sports complex. This will require a new road approach off Trent Avenue into the existing easement area. The City will pave a new 30-foot-wide road that will lay closer to the northerly property line of the State Parks property, survey the property, and define the separation between State Parks' remaining land and the County's sports complex land. Spokane County Parks agrees to replace trees and vegetation disturbed by construction at a minimum of a 1:1 ratio. Spokane County Parks will continue treating weeds, including those within the restoration areas, to support the establishment of native species. Ultimately, the improvements will reduce the use of State Parks land by providing additional formal parking on Spokane County Parks

land. Additionally, the proposed improvements encourage partnerships and events with Spokane County Parks and the City of Spokane Valley and increase recreational opportunities for all.

The current easement allows for the ability to amend the agreement. Draft Amendment #1 (Appendix 5 – Draft Amendment #1 to Easement Agreement) will clarify the improvements on State Parks’ land.

Archaeological and Tribal Communications

A cultural resources study was undertaken between June 13, 2024, and December 31, 2024, by Spokane County Parks’ consultant, WestLand. The study recommended that all construction activity in the project area be conducted under an Inadvertent Discovery Plan, which will be attached to the amended easement.

The Director sent a letter to the Chairpersons of the Confederated Tribes and Bands of the Yakama Nation and the Spokane Tribe of Indians on June 3, 2024, to notify them of Spokane County Parks’ project.

Land Classification

When the 40-year easement was granted in 2011, the project area was classified by the Commission as a Resource Recreation Area. Resource Recreation Areas are suited or developed for natural or cultural resource-based, medium-to-low-intensity outdoor recreational use. This classification was consistent with the area’s use for overflow parking and road access, but it would not be consistent with the area serving as an entrance to a busy sports complex. To allow the proposed use, the land classification would need to be changed to Recreation. Recreation Areas are suited or developed for high-intensity outdoor recreational use, conferences, cultural and/or educational centers, or other uses serving large numbers of people.

LEGAL AUTHORITY

RCW 79A.05.030 – Powers and duties – Mandatory.

STAFF RECOMMENDATION:

Staff recommends that the Commission approve an update to the land classifications in the project area from Resource Recreation to Recreation, as shown in Appendix 3.

And delegate to the Director the authority to amend the existing easement with Spokane County Parks to allow them to improve their adjacent sports complex.

SUPPORTING INFORMATION:

Appendix 1 Spokane River Centennial Trail Vicinity Map

Appendix 2: Spokane River Centennial Trail Project Area Maps

- Appendix 3 Spokane River Centennial Trail Existing and Proposed Land Classifications
Appendix 4: Spokane River Centennial Trail Legal Authority RCW
Appendix 5: Draft Amendment #1 to Easement Agreement
Appendix 6: Existing 40 – Year Easement

ACTION REQUESTED OF COMMISSION:

That the Washington State Parks and Recreation Commission

1. Adopt revised land classifications for Spokane River Centennial State Park Trail as recommended by staff in Appendix 3.
2. Authorize the Director or designee to negotiate and finalize Amendment # 1 to the existing 40-year easement agreement with Spokane County Parks, Recreation and Golf that is substantially in the form of that in Appendix 5.

Author(s): Nikki Fields, Planning & Real Estate Program Manager
Nikki.Fields@parks.wa.gov
Ken Graham, Real Estate Program Manager.
Ken.Graham@parks.wa.gov (360) 902-8680

Reviewers:

Chris Gourley, SEPA: Following review, Spokane County issued a Determination of Nonsignificance (DNS) under the State Environmental Policy Act (SEPA) for the Spokane County Parks Plante's Ferry Phase 1 Renovation after using the optional DNS process in section 197-11-355 WAC. The appeal period ended June 5, 2025. No further SEPA documentation is required.

Van Church, Fiscal Impact Statement: Action requested has a nominal onetime fiscal impact as consideration for the amended easement.

Andy Woo, Assistant Attorney General: Reviewed as of 6/24/2025

Heather Saunders, Parks Development Director

Approved for transmittal to Commission by:



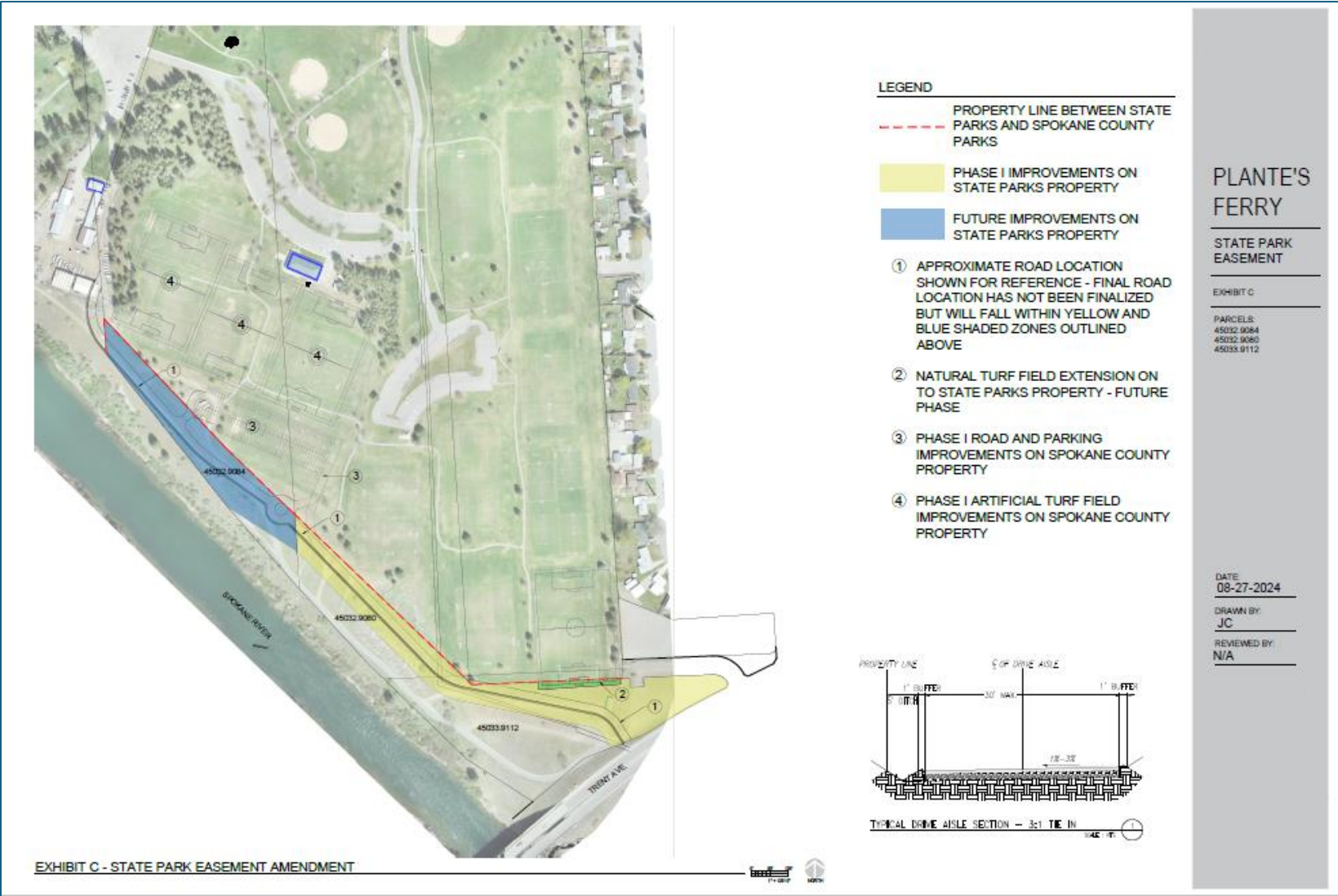
Diana Dupuis, Director

Appendix 1

Spokane River Centennial Trail Vicinity Map



Appendix 2
Spokane River Centennial Trail Project Area Maps





Plante's Ferry Sports Complex Comprehensive Master Plan

Spokane, Washington
May 2023

PROJECT: PLANTE'S FERRY SPORTS COMPLEX
DATE: 05/2023
DRAWN BY: J. HORN
CHECKED BY: J. HORN
APPROVED BY: J. HORN

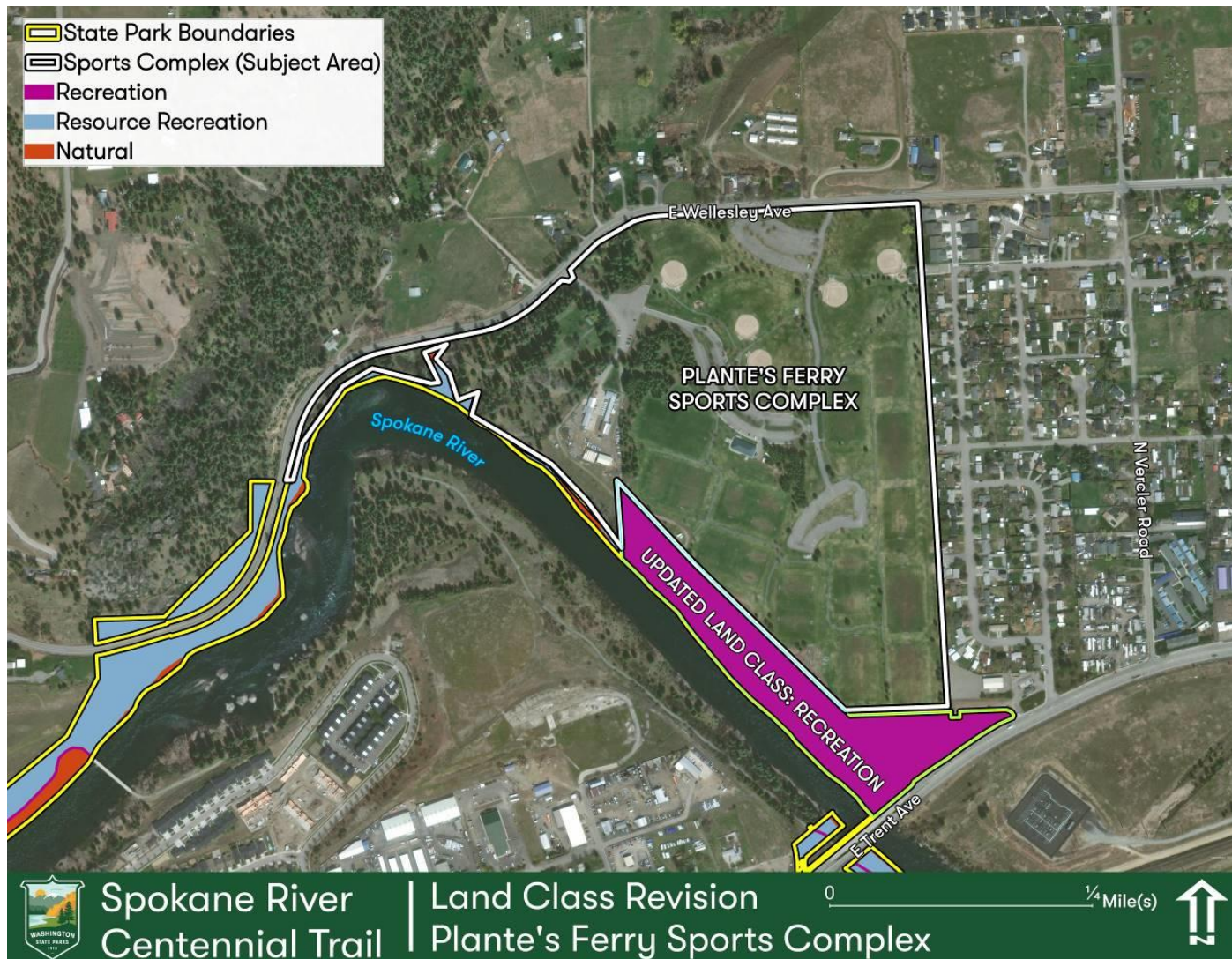
Kimley»Horn

805 Pennsylvania Avenue
Suite 150
Kansas City, Missouri 64105
816-452-0300

NOTES: THIS PLAN IS A PRELIMINARY DESIGN. IT IS NOT TO BE USED FOR CONSTRUCTION OR RECORD DRAWING.
THE DESIGN IS SUBJECT TO CHANGE WITHOUT NOTICE.

Appendix 3
Spokane River Centennial Trail Existing and Proposed Land Classifications





Appendix 4
Spokane River Centennial Trail Legal Authority RCW

RCW 79A.05.070

Further powers – Director of parks and recreation – Salaries.

The commission may:

(5) Grant franchises and easements for any legitimate purpose on parks or parkways, for such terms and subject to such conditions and considerations as the commission shall specify.

Appendix 5

Draft Amendment #1 to Easement Agreement

STATE OF WASHINGTON
PARKS AND RECREATION COMMISSION
Diana Dupuis, Director

Spokane Centennial Trail
Easement #E476007SPO2

AMENDMENT NO. 1

RECITAL

Washington State Parks and Recreation Commission (“State”) and Spokane County Parks, Recreation and Golf (County), collectively known as “the Parties,” enter into this Amendment #1 (“Amendment”) to Easement Agreement #E476007SPO2 (“Agreement”) effective the date of last signature hereinbelow.

County and State execute this Amendment to permit use of the easement granted hereunder to further accommodate County’s planned improvements of the adjacent Plante’s Ferry Sports Complex, and County and State desire to amend and restate this Agreement accordingly and as shown in Exhibit A – Legal Description and in Exhibit B – Map of Easement Area.

The following sections shall be amended to read as follows:

- 1.2 ~~Term. This Agreement shall be for a term of forty (40) years from the date of last signature, which is deemed to be from September 2, 2011, unless earlier terminated as set forth herein.~~
- 1.3 Consideration – Lump Sum Payment. Upon the initial execution of this Agreement by the Parties, County paid the sum of two thousand U.S. Dollars (\$2,000.00) as consideration for the amended easement granted herein. This Agreement shall not be valid until payment is made to State. No additional consideration for the Amendment granted hereunder shall be required to be paid by County to State.
- 2.1 Permitted Use. The easement granted pursuant to this Agreement is for the purpose of and is limited to construction, installation, operation, maintenance, repair, and replacement of parking facilities from State property to County property, access roadways, stormwater infrastructure, and grass athletic fields in the Easement Area (“Facilities”) to support and improve access to adjacent Plante’s Ferry Sports Complex serving the greater health, safety, and welfare of the community as envisioned to achieve the facilities master plan improvements outline in the “Plante’s Ferry Sports Complex Comprehensive Master Plan” prepared by The Sports Facility Advisory, dated October 2023. Construction, installation, operation, maintenance, repair, and replacement of improvements in the Easement Area shall be performed solely at the expense of County or a lessee

of County (whether present or future). Presently, Spokane Valley Junior Soccer Association (“County’s Lessee”) is the sole lessee of County for the purposes of this Agreement.

County or County’s Lessee shall obtain necessary permits and comply with the laws and regulations of all public agencies with jurisdiction over the project. County or County’s Lessee will obtain and, at all times, possess all applicable federal, state and local permits. County or County’s Lessee shall be subject to the bonding, insurance, and indemnification requirements as approved by County and State. County or County’s Lessee shall have the right to collect parking fees to pay for the care, maintenance, and improvement of the Easement Area. County may not expand, change, or modify the purpose or scope of the easement granted herein without State’s prior written consent, which shall be at its sole discretion and shall be subject to applicable fees according to State’s fee schedule. Any unauthorized use of the Easement Area shall be considered a material breach of this Agreement and may be the basis for termination pursuant to Section 6.11 Breach or Default. No use will be deemed authorized unless approved in advance in writing by State.

4.0 INSURANCE, WASTE AND ENVIRONMENTAL LIABILITY

- 4.1 Insurance. County certifies that it is a current member of the Washington Counties Risk Pool, as provided by RCW 48.62.031, and that it is covered by the Pool’s Joint Memorandum of Liability Coverage document. The Memorandum of Liability Coverage document will respond to the same extent as if an insurance policy had been purchased. The Pool’s liability coverage limits of \$10,000,000 per occurrence exceed the limits set by Chapter 46.30 RCW (*Mandatory Liability Insurance*) and our Excess Liability Reinsurance covers all operations and applies over the Pool self-insurance policy.

5.0 CONSTRUCTION, OPERATION AND MAINTENANCE

- 5.1 No construction, reconstruction, or development of any kind may take place within the Easement Area prior to State’s written approval of the Plan of Development and verification that County or County’s Lessee has obtained all applicable permits. State will notify County in writing of its verification of permits and approval of the Plan of Development. Nothing in this Agreement shall be deemed to impose any duty or obligation on State to determine the adequacy or sufficiency of County’s Plan of Development, or to ascertain whether County or County’s Lessee’s construction is in conformance with the Plan of Development and Facilities Specifications approved by State.

During any maintenance, County or County Lessee shall minimize soil erosion and damage to soil. County or County’s Lessee equipment shall not be operated when ground conditions are such that excessive soil damage or erosion will occur.

In case of incomplete improvements or development, County or County Lessee shall restore the Easement Area to its original condition if State determines it to be in the best interest of managing the Easement Area.

- 5.12 Archaeology. In the event archaeological, cultural, or historic resources are found or unearthed during any work or construction, County shall comply with the provisions of Chapter 27.44 RCW and Chapter 27.53 RCW and the rules of the Office of Archaeological and Historic Preservation. Upon discovery of any such resources, County or County's Lessee shall stop work and promptly notify State.
- 5.13 Appearance of the Property. County shall keep the Easement Area in a neat, clean, sanitary, and safe condition, and shall keep the Easement Area, the Facilities, and all items therein installed by County or County's Lessee in good condition, except only for reasonable wear and tear. County shall store all trash, refuse, and waste material so as not to constitute a nuisance in adequately covered containers, which are not visible to the general public.
- 6.2 Ownership and Maintenance of Facilities. The Facilities authorized herein shall be continuously owned and maintained by County or County's Lessee.

All other terms and conditions shall remain the same.

EXECUTED as of the date hereinbelow set forth.

GRANTEE
SPOKANE COUNTY
Board of Commissioners of
Spokane County, Washington

STATE:
WASHINGTON STATE PARKS AND
RECREATION COMMISSION

By _____
Mary Kuney, Chair
Board of Commissioners of
Spokane County, Washington

By _____
Heather Saunders, Director of Parks
Development, By Delegations of
Authority of September 16, 2013,
revised November 6, 2013.

Date: _____

Date: _____

Attest: _____
Gina Vasquez
Clerk of the Board

APPROVED AS TO FORM ONLY

NICK BROWN
Attorney General
Andy Woo, WSBA #46741
Assistant Attorney General
April 9, 2024

NOTICES

If to State:

Washington State Parks and Recreation Commission
Real Estate Program
P.O. Box 42650
Olympia, WA 98504-2650
Ph: (360) 902-8500
Fax: (360) 902-8840
landagreements@parks.wa.gov

If to Grantee:

Spokane County Parks, Recreation and
Golf Department
Doug Chase
404 N. Havana
Spokane WA 99202
Ph: (509) 477-4730
Fax: (509) 477-2454

With a copy to:

Inland Northwest Area Manager
Riverside State Park
9711 W. Charles Rd
Nine Mile Falls, WA 99026-8648
justin.krogstad@parks.wa.gov

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

**A portion of tax parcel #'s 45032.9084, 45032.9080 & 45033.9112 in Section 3 Township 25N
Range 44E, WM Spokane County, Washington**

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EXHIBIT B MAP OF EASEMENT AREA

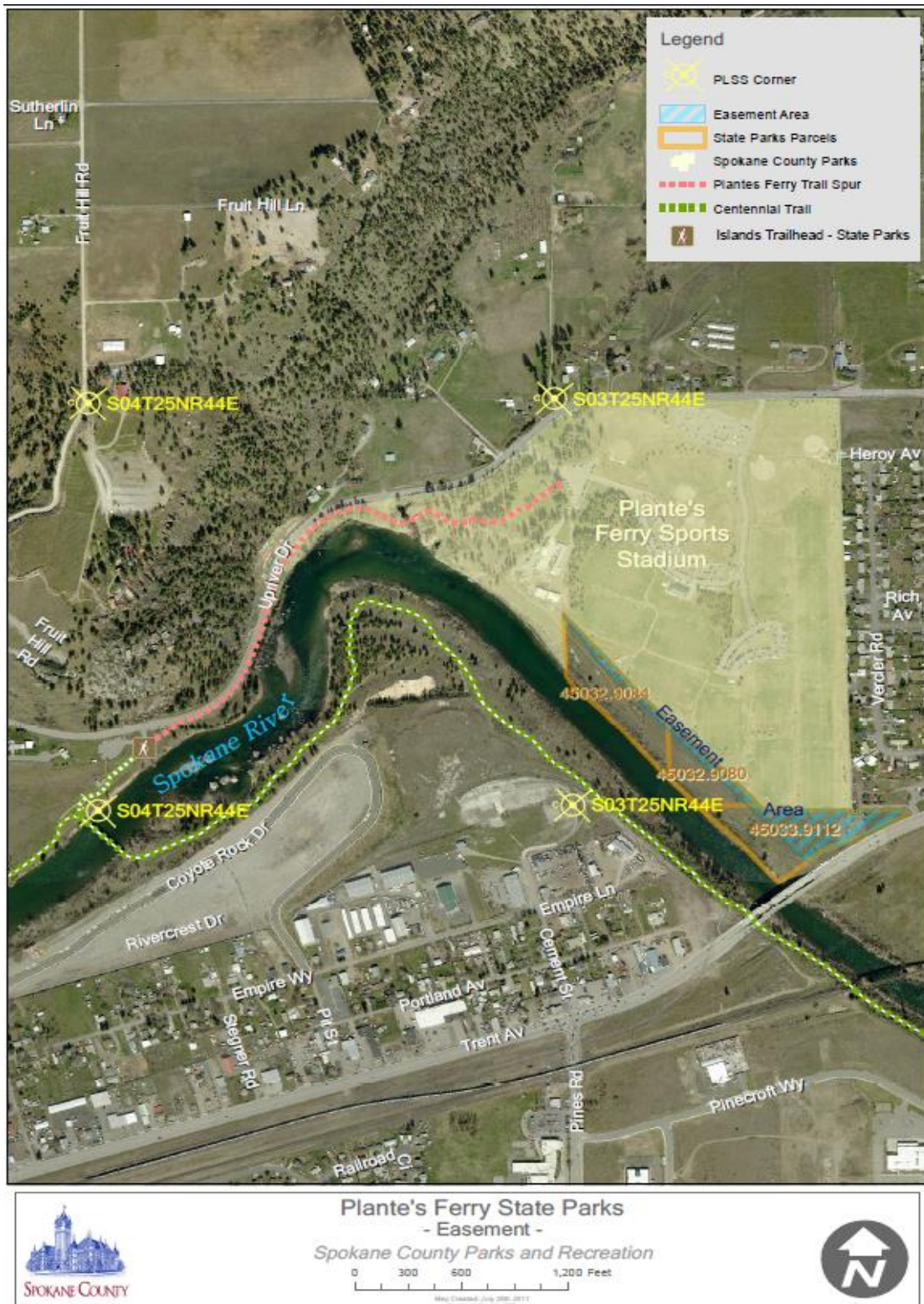


EXHIBIT C – Inadvertent Discovery Plan (IDP)

Inadvertent Discoveries of Cultural Resources and Human Skeletal Remains Staging for Phase 1 of the Inland Power and Light Undergrounding Project, Mount Spokane State Park, Spokane 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 statutes, 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).
 - 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/NAGRPA 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

EMERGENCY CONTACTS

WSPRC Region Archaeologists

Ayla Aymond, Eastern Region Archaeologist	(651) 263-5998 (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	(435) 260-9894 (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)
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Assistant State Physical Anthropologist

Jennifer Sprance, DAHP	(360) 890-0174 (cell)
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County Coroner/Examiner

Spokane County Medical Examiner	(509) 477-2296 (office)
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Local Law Enforcement

John Ashley, Park Ranger 3

(509) 934-0170 (cell)

Spokane County Sheriff's Office
(if unable to reach park staff)

(509) 477-2240

Area Manager

Justin Krogstad, Park Ranger 4

(509) 890-8130 (cell)

Region Manager

Lara Gricar, WMS

(509) 859-6990 (cell)

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APPENDIX 6
EXISTING EASEMENT AGREEMENT

DRAFT

11-0718

STATE OF WASHINGTON
PARKS AND RECREATION COMMISSION
Don Hoch, Director

Spokane Centennial Trail
Easement #E476007SPO2

THIS AGREEMENT is made this 16th day of August, 2011, between the State of Washington, acting by and through the WASHINGTON STATE PARKS AND RECREATION COMMISSION, (hereafter "State") and Spokane County (hereinafter "County").

AUTHORITY

State is acting pursuant to RCW 79A.05.070, and Washington State Parks and Recreation Commission action of November 30, 2006. The easement granted hereunder is granted subject to, and conditioned upon, the following terms, conditions and covenants which County hereby promises to observe and perform faithfully and fully (collectively, the "Agreement").

1.0 EASEMENT

- 1.1 Conveyance. State, for the consideration described in Section 1.3 below, hereby conveys to County a non-exclusive, non-divisible easement over a parcel of land in Spokane County legally described in Exhibit A, and located approximately as shown on Exhibit B (hereafter "Easement Area").
- 1.2 Term. This Agreement shall be for a term of forty (40) years from the date of last signature, unless earlier terminated as set forth herein.
- 1.3 Consideration – Lump Sum Payment. Upon execution of this Agreement by the Parties, County shall pay the sum of two thousand U.S. Dollars (\$2,000.00) as consideration for the easement granted herein. This Agreement shall not be valid until payment is made to State.
- 1.4 Easement in Gross. The easement granted herein shall be deemed in gross for the sole benefit of County's use associated with any lands now owned or hereafter acquired by County. This easement shall run with the land, and shall be binding on State's heirs, successors and assigns. It is indivisible and not transferable or assignable without State's prior written approval, which shall be at State's sole discretion.
- 1.5 Title/Disclaimer. The rights granted herein are subject to permits, leases, licenses and easements, if any, heretofore granted by State affecting the property subject to this Agreement. Further, State does not warrant or imply that the Easement Area is suitable for County's intended use.

2.0 PURPOSE AND SCOPE OF EASEMENT

- 2.1 Permitted Use. The easement granted pursuant to this Agreement is for the purpose of and is limited to construction, installation, operation, maintenance, repair, and replacement of parking facilities in the Easement Area ("Facilities") to handle overflow parking by patrons of the County's Plantes Ferry Park. Construction, installation, operation, maintenance, repair, replacement of improvements in the Easement Area shall be performed solely at the expense of the Spokane Valley Junior Soccer Association ("SVJSA") pursuant to an amendment to Spokane County Contract No. 96-128. SVJSA

11-0718

shall obtain necessary permits and comply with the laws and regulation of all public agencies with jurisdiction over the project. SVJSA will obtain—and, at all times, possess— all applicable federal, state and local permits. SVJSA activities will be subject to the bonding, insurance and indemnification requirements set forth in Spokane County Contract No. 96-128. SVJSA shall have the right to collect parking fees during tournament events to pay for the care, maintenance, and improvement of the Easement Area. County may not expand, change or modify the purpose or scope of the easement granted herein without State's prior written consent, which shall be at its sole discretion and shall be subject to applicable fees according to State's fee schedule. Any unauthorized use of the Easement Area shall be considered a material breach of this Agreement and may be the basis for termination pursuant to Section 6.11 Breach or Default. No use will be deemed authorized unless approved in advance in writing by State.

- 2.2 Grantees' Use and Activities. County 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. Grantees 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.

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, but not limited to, the right to remove resources within the Easement Area, the right at all times to cross and re-cross the Easement Area at any place on grade or otherwise and the right to use, maintain, patrol, reconstruct or repair the Easement Area so long as any such action by State does not unreasonably interfere with County's rights. Control of park gates, roads and lands shall remain with State at all times. State may grant to third parties any and all rights reserved, including easements and leases, so long as any such right granted to any third party, or the exercise thereof, does not unreasonably interfere with the Grantees' rights. In the event State elects to exercise rights provided by this reservation, including future grants to third parties, State shall give written notice to Grantees of such election.

- 3.2 Use of Area by State. County has been advised and is aware that (a) State is using or intends to use the Easement Area and adjoining park property for public recreational park purposes; (b) new park facilities may be constructed in addition to, or in replacement of, such facilities already existing; and (c) nothing herein prevents or precludes State from undertaking construction, installation and use of the Easement Area and adjoining park property. State's construction new facilities may require the installation of roads and other fixtures or improvements over, upon, across and under the Easement Area, and, in addition, may require the location of structures with permanent foundations within the Easement Area.

Further, State shall not be liable to County for any increased cost to County of maintenance, repair or replacement of its Facilities due to State's use and development of the Easement Area and adjoining park property.

- 3.3 Reversion. If during the term of this easement the State, sells, transfers, exchanges or otherwise disposes of the property or if State notifies Grantees of a plan to develop the property for recreational or any other higher and better use, State reserves the right to terminate this easement with 180 days notice.

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4.0 INSURANCE, WASTE AND ENVIRONMENTAL LIABILITY

- 4.1 Insurance. County's liability coverage is provided through its membership in the Washington Cities/Counties Risk Pool, policy number 1011-RISKPOOL-SPCO with a current policy period of October 1, 2010 to October 1, 2011. The Pool provides a \$10,000,000.00 per occurrence limit of insurance, with a deductible of \$500,000.00 per occurrence. Coverage's include bodily injury, personal injury, property damage, errors and omissions and advertising injury for Spokane County, its officers, agents and employees.
- 4.2 Waste. County shall not cause or permit any filling activity to occur in or on the Easement Area, except as approved in advance in writing by State. County shall not deposit refuse, garbage, or other waste matter in or on the Easement Area.
- 4.3 Hazardous Substances. County shall not, without State's prior written consent, use, store, generate, process, transport, handle, treat, release, or dispose of any hazardous substance or other pollutants in or on the Easement Area or adjoining property. 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). County shall immediately notify State if it 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 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 County, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, County shall, at County'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 shall be performed in a manner approved in advance in writing by State, except in emergency situations Grantees may take reasonable and appropriate actions without advance approval.

5.0 CONSTRUCTION, OPERATION AND MAINTENANCE

- 5.1 No construction, reconstruction or development of any kind may take place within the Easement Area prior to State's written approval of the Plan of Development and verification that SVJSA has obtained all applicable permits. State will notify County in writing of its verification of permits and approval of the Plan of Development. Nothing in this Agreement shall be deemed to impose any duty or obligation on State to determine the adequacy or sufficiency of County's Plan of Development, or to ascertain whether SVJSA's construction is in conformance with the Plan of Development and Facilities Specifications approved by State.

During any maintenance, SVJSA shall minimize soil erosion and damage to soil. SVJSA's equipment shall not be operated when ground conditions are such that excessive soil damage or erosion will occur.

In case of incomplete improvements or development, SVJSA shall restore the Easement Area to its original condition, if State determines it to be in the best interest for managing the Easement Area.

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- 5.2 Temporary Closure for Cause. If at any time during the term of this Agreement County damages State's property such that it interferes with normal operation of the park or causes excessive damage to natural resources, roads or other facilities, determined at the sole discretion of the State, State may close access to the park until County remedies the situation to the satisfaction of the State. It is understood that there is no recourse against the State for any losses incurred during the shutdown.
- 5.3 Unauthorized Improvements. All Facilities 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 under Section 6.11 Breach or Default. Improvements placed within the Easement Area without State's prior written consent shall immediately become the property of State, or at State's option, may be required to be removed by County at County's sole cost.
- 5.4 Timber and Vegetation Removal. Except as required by Section 5.9 Weed Control, 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 County cuts or removes timber or vegetation, all subsequent growth shall belong to State. Grantees shall not eradicate by broadcast brush spraying, or other methods of removal, any timber or vegetation on the Easement Area. Grantees shall take all reasonable precautions to protect timber and vegetation. Any damage to timber or vegetation not previously authorized by State shall be paid for by County at triple the appraised value as determined by State. In the event County injures or damages timber or vegetation while responding to an emergency such as, but not limited to, a fire, flood, or Facilities failure, or necessary repair to the Facilities, County shall immediately thereafter restore the ground to its prior condition including, but not limited to, replacement of any such timber or vegetation to State's reasonable satisfaction.
- 5.5 Damage. County, when exercising the rights granted herein, shall repair or cause to be repaired, at its sole cost and expense, all damage to Facilities on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent exercise of such rights.
- 5.6 Restoration. Upon completion of the work authorized herein, SVJSA shall immediately restore the surface of the Easement Area as required by State.
- 5.7 Survey Markers. County shall not destroy or disturb any survey markers including, but not limited to, corner markers, witness objects, or line markers without State's prior written approval. Markers that must necessarily be disturbed or destroyed during construction shall be adequately referenced and replaced in accordance with all applicable laws of the state of Washington including, but not limited to, Chapter 58.24 RCW and all State regulations pertaining to preservation of such markers. County shall re-establish such markers using a licensed land surveyor or public official as prescribed by law according to U.S. General Land Office standards at County's sole cost.
- 5.8 Response to an Emergency. Nothing contained herein shall prevent Grantees from responding to an emergency relating to the Facilities on the Easement Area, provided County immediately provides written notice to State of said action.
- 5.9 Weed Control. County shall control, at its own cost, all noxious weeds on the Easement Area. Such weed control shall comply with county noxious weed control board rules

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established under Chapter 17.10 RCW. County shall be responsible, and shall immediately reimburse State, for any weed control cost incurred as a result of County's failure to control weeds on the Easement Area. All methods of weed control shall be approved in writing by State prior to beginning such activities. Aerial spraying is not permitted.

- 5.10 Aerial Application. The aerial application of pesticides, insecticides and herbicides is prohibited.
- 5.11 Wetlands. County 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.
- 5.12 Archaeology. In the event archaeological, cultural or historic resources are found or unearthed during any work or construction, County shall comply with the provisions of Chapter 27.44 RCW and Chapter 27.53 RCW and the rules of the Office of Archaeological and Historic Preservation. Upon discovery of any such resources, SVJSA shall stop work and promptly notify State.
- 5.13 Appearance of the Property. County shall keep the Easement Area in a neat, clean, sanitary and safe condition, and shall keep the Easement Area, the Facilities and all items therein installed by SVJSA in good condition, except only for reasonable wear and tear. County shall store all trash, refuse and waste material so as not to constitute a nuisance in adequately covered containers, which are not visible to the general public.

6.0 GENERAL TERMS AND CONDITIONS

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

In addition to compliance with those laws of the state of Washington pertaining to forest protection, County shall comply with any requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hose, fire tools, etc. which State deems necessary for prevention and suppression of fire resulting from construction operations.

- 6.2 Ownership and Maintenance of Facilities. The Facilities authorized herein shall be continuously owned and maintained by SVJSA.
- 6.3 Assignment. This Agreement, or any of the rights granted herein, shall not be assigned without the State's prior written consent, except that the rights granted herein may be used by any employee, contractor, or representative of Grantees while engaged in County's operations. In processing a request for assignment, State shall charge County its administrative costs and require additional compensation for any additional use or user. In the event the State consents to the assignment of County's interest in this Agreement, the State reserves the right to unilaterally amend, or terminate and replace, this Agreement to accommodate any change in circumstances, conditions or parties.

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These rights are in addition to, and not a limitation upon, State's discretionary authority under this Section.

- 6.4 Successors. The rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors and assigns.
- 6.5 Termination. In the event that this Agreement is terminated for any reason, Grantees' rights within the Easement Area shall immediately revert to State and the Easement Area shall be freed from the easement as fully and completely as if this Agreement had not been entered into.
- 6.6 Release and Indemnity. County does hereby release, indemnify and promise to defend and save harmless State from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by State in defense thereof, asserted or arising directly on account of or out of negligent acts or omissions of the County, its officer's, agents and employees in the exercise of the rights granted herein; PROVIDED, HOWEVER, this paragraph does not purport to indemnify State against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of State or State's agents or employees.
- PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of (a) State, its authorized agents, officers or employees and (b) County, its officers, agents, or employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of County, its officers, agents, or employees.
- 6.7 Advance By State. If State advances or pays any cost or expense for or on behalf of County, County shall reimburse State the amount paid and shall pay interest on such amount at the rate of one percent (1%) per month, or fraction thereof, until paid.
- 6.8 Attorney Fees and Venue. In the event the State is required to incur attorney fees and costs to enforce County's obligations under the terms of this Agreement, in addition to any other relief to which the State may be entitled, County shall pay to the State its costs and reasonable attorney fees. Venue for any action shall be in Spokane County Superior Court. The laws of the state of Washington shall govern any dispute and the interpretation of this Agreement.
- 6.9 Notices and Submittals. All notices, demands, and requests required under this Agreement shall be in writing sent by United States registered or certified mail, postage prepaid, and shall be addressed as follows:

If to State:

Washington State Parks and Recreation Commission
Lands Program
P.O. Box 42650
Olympia, WA 98504-2650
Ph: (360) 902-8500
Fax: (360) 902-8840

If to Grantee:

Spokane County Parks
404 North Havana Street
Spokane, WA 99202
509-477-4730

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With a copy to:
Riverside State Park
9711 West Charles Road
Nine Mile Falls, WA 99026
509-465-5571

With a copy to:
Spokane Valley Junior Soccer Assoc.
12320 E. Upriver Drive
Spokane Valley, WA 99216

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 County as provided in this Section in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder three (3) days after such notice, demand, or request shall be so mailed in any post office in the state of Washington.

All notices served upon the State shall refer to Easement and Agreement #E476007SPO2 in the subject line of the correspondence.

- 6.10 Breach or Default. If County breaches or defaults on any undertaking, promise or performance called for herein, State may terminate this Agreement after County has been given thirty (30) days' written notice of the breach or default and (1) such breach or default has not been corrected within such time; or (2) if such breach or default cannot be reasonably corrected within such thirty (30) day period, County has not commenced such correction and thereafter continued same with reasonable diligence. Upon such termination, all Facilities on the Easement Area shall be 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 shall have any other remedy available in law or equity. Any County obligations not fully performed upon termination will 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 County shall not relieve County of its obligations under this Agreement.

By way of specific illustration and not limitation, the occurrence of any of the following events shall be deemed a breach of this Agreement, namely: if County make 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 County under any bankruptcy act or other law for the relief of debtors; or if any department of any government or any officer thereof shall take possession of County'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 hereunder, terminate this Agreement by notice to Grantee and upon such termination County shall quit and surrender the Easement Area to State, but County shall remain liable as provided by this Agreement.

- 6.11 Amendments. Any amendments, revisions, supplements, or additions to this Agreement or the attached Exhibits shall be made in writing, executed by the parties hereto, and neither State nor County shall be bound by verbal or implied agreements.
- 6.12 Discrimination. County shall not conduct or suffer any business upon the Easement Area which unlawfully discriminates against any person on the basis of race, color, creed, religion, sex, age, or physical or mental handicap.

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- 6.13 Emergency Action. State may take such emergency action as is necessary to protect the public health, safety and welfare, including, but not limited to, temporary closing or otherwise restricting County's use of the Easement Area. County understands that it shall have no recourse against State for any losses incurred as a result of State's taking such action.
- 6.14 Interpretation. This Agreement has been submitted to the scrutiny of all Parties hereto and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having drafted by any party hereto or its counsel.
- 6.15 Non-Waiver. No failure either party to insist upon the strict performance of any provision of this Agreement shall be construed as depriving that party of the right to insist on strict performance of such provision or any other provision in the future. No waiver by either party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by that party.
- 6.16 Remedies Cumulative. The specified remedies to which Parties 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 the other party. In addition to the remedies provided in this Agreement, the non-breaching party shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the terms and conditions of this Agreement.
- 6.17 Severability. If any term of this Agreement or the application thereof to any person or circumstance is found to be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and be enforced as written to the fullest extent permitted by law.
- 6.18 State's Consent. State shall not unreasonably withhold its consent where such consent is expressly provided for in this Agreement.
- 6.19 Temporary Closure for Cause. If Grantees damage the Easement Area such that it interferes with the normal operation of the park (determined at State's discretion), State may close the park and/or restrict Grantees' access to the Easement Area until Grantees remedy the situation to State's satisfaction. Grantees understand they shall have no recourse against State for any losses incurred during such the shutdown or restriction.
- 6.20 Recording. Upon full execution, County shall promptly record this Agreement in Spokane County; and shall provide a copy of the recorded Agreement to State.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the date first above written.

GRANTOR:
WASHINGTON STATE PARKS AND
RECREATION COMMISSION

By 
Larry Fairleigh, Director Parks Development
By and through Commission authority of
November 30, 2006.



ATTEST:


Daniela Erickson 11-0718
Clerk of the Board

Grantee: Spokane County

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON


Al French, Chair

WASHINGTON STATE PARKS & RECREATION COMMISSION ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Larry Fairleigh to me known to be the Dir. Parks Development of the **Washington State Parks and Recreation Commission** that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Commission, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal this 2nd day of September, 2011.



Spencer Pappas
Notary Public in and for the State of Washington
residing at Tukwila
My commission expires 6-3-15

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EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

A portion of tax parcel #'s 45032.9084, 45032.9080 & 45033.9112 in Section 3 Township 25N Range 44E, WM Spokane County, Washington

Situate in Spokane County, WA

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EXHIBIT B
MAP OF EASEMENT AREA

