

Diana Dupuis  
Director



STATE OF WASHINGTON

## WASHINGTON STATE PARKS AND RECREATION COMMISSION

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April 16, 2026

### **Item E-2: Steptoe Butte State Park Heritage Site – Washington Department of Natural Resources – Perpetual Easement - Requested Action**

**EXECUTIVE SUMMARY:** This item seeks the Washington State Parks and Recreation Commission approval to delegate authority to the Director to execute a perpetual easement with the Washington State Department of Natural Resources (DNR). The agreement will provide DNR ingress and egress to access the property adjacent to Steptoe Butte State Park Heritage Site in Whitman County. This action aligns with the Commission's 2021-2031 Strategic Plan to form partnerships with agencies, tribes, non-profits, and new stakeholders while expanding the use of partnerships, concessions, and related business opportunities. Additionally, it supports the Commission's 2025-2027 Commission Priorities to strengthen strategic relationships to advance the agency's priorities and secure ongoing support: Collaboration with sister agencies, stakeholders, partners.

**SIGNIFICANT BACKGROUND:** Steptoe Butte State Park Heritage Site is a 168-acre day use park, a thimble shaped, 3,612-foot-tall quartzite butte located in the heart of the Palouse Region of Southeast Washington, north of Colfax. The park is a National Natural Landmark, offering a dramatic panoramic viewpoint of the surrounding farmlands, mountains, and states. It is a well-known site for paragliding and birdwatching. Interpretative signs provide information on the site's natural history and surrounding mountain ranges.

In March 2016, a 40-year ingress and egress easement agreement (E671502STE1) was granted to Steptoe Butte LLC, with annual payments set at \$1,000. On October 25, 2016, Steptoe Butte LLC sold the property to Steptoe Butte Prairie Reserve, LLC for \$638,000. Shortly after the sale, on November 30, 2016, the easement was amended to permit the addition of a new tenant at the communication site, increasing the annual payment to a base amount of \$1,545.99, with a 3% annual escalation.

Using Washington Wildlife and Recreation Program Habitat Conversation Account funding, Project 18-1526A, on December 7, 2021, DNR purchased four parcels from Steptoe Butte Prairie Reserve, LLC for \$808,000. Subsequently, on April 3, 2023, DNR recorded a Deed of Right to Use for Conservation Purposes as Instrument No. 778679 in Whitman County.

The original easement agreement between State Parks and Steptoe Butte, LLC was a forty-year appurtenant easement, which was later sold to Steptoe Butte Prairie Reserve, LLC under the same forty-year term. However, for DNR to satisfy the RCO grant requirements, the easement must be held in perpetuity.

The process of approving this Real Property Agreement (RPA) has gone through a thorough cross-divisional staff review process. This project has been determined to be categorically exempt from State Environmental Policy Act (SEPA) review pursuant WAC 197-11-800 (5)(b). A cultural resource survey of the project area was completed. Additionally, Tribes have been notified about the project through staff-to-staff communication.

### **RESTRICTIONS**

Staff do not have delegated authority from the Commission to grant permanent property rights that could adversely affect natural, cultural, or historic park resources, so the decision to grant an easement lies with the Commission (Appendix 2: Steptoe Butte State Park Legal Authority).

### **LEGAL AUTHORITY**

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

**RCW 79A.05.070** – Further Powers (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.

### **STAFF RECOMMENDATION:**

In order to allow DNR access to their parcels, a perpetual easement is needed for ingress and egress utilizing the Steptoe Butte State Park Road (Appendix 3: Steptoe Butte State Park Heritage Site State Easement Agreement (DNR)). Staff recommend that the Commission delegates to the Director or designee authority to execute this easement agreement with DNR.

### **SUPPORTING INFORMATION**

Appendix 1: Steptoe Butte State Park Heritage Site Vicinity Map and Subject Area  
Appendix 2: Steptoe Butte State Park Heritage Site Legal Authority  
Appendix 3: Steptoe Butte State Park Heritage Site Easement Agreement (DNR)

### **ACTION REQUESTED OF COMMISSION:**

*That the Washington State Parks and Recreation Commission*

1. Authorize the Director or designee to execute an easement agreement with DNR that is substantially in the form of that in Appendix 3.

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**Reviewers:**

**Chris Gourley, SEPA:** Following review, staff has determined that the action proposed for the Commission by staff is exempt from the State Environmental Policy Act (SEPA) pursuant to WAC 197-11-800 (5)(b).

**Van Church, Fiscal Impact Statement:** Expected future fiscal impacts involve revenue inflows from the fees collected to cover related expenses for road maintenance.

**Andy Woo, Assistant Attorney General:** Approved 3/25/2026.

**Heather Saunders, Parks Development Director:** Approved 3/27/2026.

**Approved for transmittal to Commission by:**

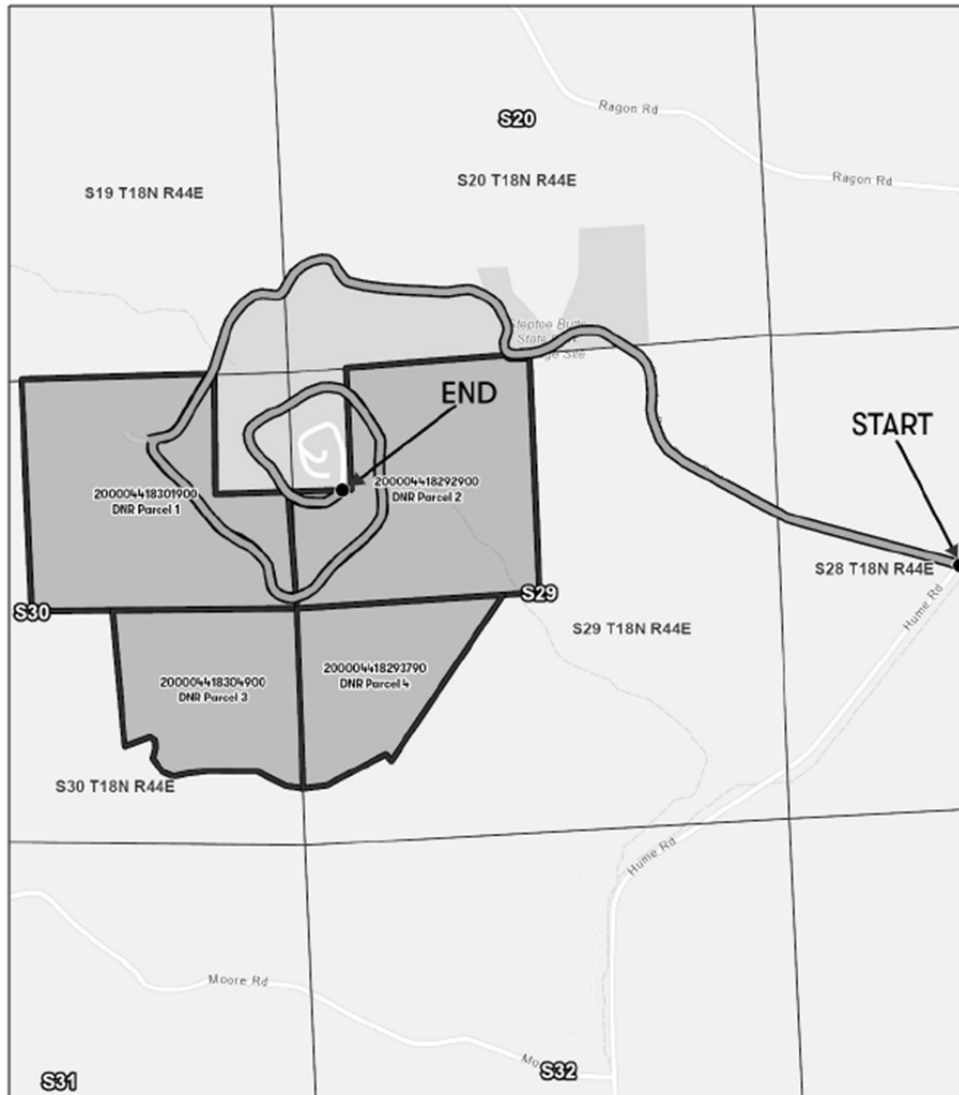


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**Diana Dupuis, Director**

# APPENDIX 1

## STEPTOE BUTTE STATE PARK HERITAGE SITE VICINITY MAP AND SUBJECT AREA



WA State Parks & Rec.  
Steptoe Butte State Park  
DNR Access / Easement

- Park Boundaries
- DNR Boundaries
- Access Route

\*Route from Hume Rd  
to Summit = 3.85 miles



0 1,000 2,000 ft

NAD83 HARN Washington State Plane South  
Data in these maps were compiled for cartographic purposes. Due to the variability  
of the source information, the Washington State Parks & Recreation Commission  
cannot accept responsibility for errors or omissions, and, therefore,  
there are no warranties which accompany this document.

**APPENDIX 2**  
**STEPTOE BUTTE STATE PARK HERITAGE SITE**  
**LEGAL AUTHORITY**

**RCW 79A.05.030**

**Powers and duties—Mandatory.**

The commission shall:

- (1) Have the care, charge, control, and supervision of all parks and parkways acquired or set aside by the state for park or parkway purposes.
- (2) Adopt policies, and adopt, issue, and enforce rules pertaining to the use, care, and administration of state parks and parkways. The commission shall cause a copy of the rules to be kept posted in a conspicuous place in every state park to which they are applicable, but failure to post or keep any rule posted shall be no defense to any prosecution for the violation thereof.
- (3) Permit the use of state parks and parkways by the public under such rules as shall be adopted.
- (4) Clear, drain, grade, seed, and otherwise improve or beautify parks and parkways, and erect structures, buildings, fireplaces, and comfort stations and build and maintain paths, trails, and roadways through or on parks and parkways.
- (5) Grant concessions or leases in state parks and parkways upon such rentals, fees, or percentage of income or profits and for such terms, in no event longer than 80 years and upon such conditions as shall be approved by the commission.
  - (a) Leases exceeding a 20-year term, or the amendment or modification of these leases, shall require a vote consistent with RCW 79A.05.025(2).
  - (b) If, during the term of any concession or lease, it is the opinion of the commission that it would be in the best interest of the state, the commission may, with the consent of the concessionaire or lessee, alter and amend the terms and conditions of such concession or lease.
  - (c) Television station leases shall be subject to the provisions of RCW 79A.05.085.
  - (d) The rates of concessions or leases shall be renegotiated at five-year intervals. No concession shall be granted which will prevent the public from having free access to the scenic attractions of any park or parkway.
- (6) Employ such assistance as it deems necessary. Commission expenses relating to its use of volunteer assistance shall be limited to premiums or assessments for the insurance of volunteers by the department of labor and industries, compensation of staff who assist volunteers, materials and equipment used in authorized volunteer projects, training, reimbursement of volunteer travel as provided in RCW 43.03.050 and 43.03.060, and other reasonable expenses relating to volunteer recognition. The commission, at its discretion, may waive commission fees otherwise applicable to volunteers. The commission shall not use volunteers to replace or supplant classified positions. The use of volunteers may not lead to the elimination of any employees or permanent positions in the bargaining unit.

(7) By majority vote of its authorized membership, select and purchase or obtain options upon, lease, or otherwise acquire for and in the name of the state such tracts of land, including shore and tide lands [shorelands and tidelands], for park and parkway purposes as it deems proper. If the commission cannot acquire any tract at a price it deems reasonable, it may, by majority vote of its authorized membership, obtain title thereto, or any part thereof, by condemnation proceedings conducted by the attorney general as provided for the Certified on 8/15/2025 RCW 79A.05.030 Page 1 condemnation of rights-of-way for state highways. Option agreements executed under authority of this subsection shall be valid only if:

(a) The cost of the option agreement does not exceed one dollar; and

(b) Moneys used for the purchase of the option agreement are from (i) funds appropriated therefore, or (ii) funds appropriated for undesignated land acquisitions, or (iii) funds deemed by the commission to be in excess of the amount necessary for the purposes for which they were appropriated; and

(c) The maximum amount payable for the property upon exercise of the option does not exceed the appraised value of the property.

(8) Cooperate with the United States, or any county or city of this state, in any matter pertaining to the acquisition, development, redevelopment, renovation, care, control, or supervision of any park or parkway, and enter into contracts in writing to that end. All parks or parkways, to which the state contributed or in whose care, control, or supervision the state participated pursuant to the provisions of this section, shall be governed by the provisions hereof.

(9) Within allowable resources, maintain policies that increase the number of people who have access to free or low-cost recreational opportunities for physical activity, including noncompetitive physical activity.

(10) Adopt rules establishing the requirements for a criminal history record information search for the following: Job applicants, volunteers, and independent contractors who have unsupervised access to children or vulnerable adults, or who will be responsible for collecting or disbursing cash or processing credit/debit card transactions. These background checks will be done through the Washington state patrol criminal identification section and may include a national check from the federal bureau of investigation, which shall be through the submission of fingerprints. A permanent employee of the commission, employed as of July 24, 2005, is exempt from the provisions of this subsection.

### **RCW 79A.05.070**

#### **Further powers – Director of parks and recreation – Salaries.**

The commission may:

(1) Make rules and regulations for the proper administration of its duties;

(2) Accept any grants of funds made with or without a matching requirement by the United States, or any agency thereof, for purposes in keeping with the purposes of this chapter; accept gifts, bequests, devises and endowments for purposes in keeping with such purposes; enter into cooperative agreements with and provide for private nonprofit groups to use state park property and facilities to raise money to contribute gifts, grants, and support to the commission for the

purposes of this chapter. The commission may assist the nonprofit group in a cooperative effort by providing necessary agency personnel and services, if available. However, none of the money raised may inure to the benefit of the nonprofit group, except in furtherance of its purposes to benefit the commission as provided in this chapter. The agency and the private nonprofit group must agree on the nature of any project to be supported by such gift or grant prior to the use of any agency property or facilities for raising money. Any such gifts may be in the form of recreational facilities developed or built in part or in whole for public use on agency property, provided that the facility is consistent with the purposes of the agency;

(3) Require certification by the commission of all parks and recreation workers employed in state aided or state-controlled programs;

(4) Act jointly, when advisable, with the United States, any other state agencies, institutions, departments, boards, or commissions in order to carry out the objectives and responsibilities of this chapter;

(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;

(6) Charge fees for services, utilities, and use of facilities as the commission shall deem proper. The commission may utilize unstaffed collection stations to collect any fees or distribute any permits necessary for access to state parks, including discover passes and day-use permits as those terms are defined in RCW [79A.80.010](#);

(7) Enter into agreements whereby individuals or companies may rent undeveloped parks or parkway land for grazing, agricultural, or mineral development purposes upon such terms and conditions as the commission shall deem proper, for a term not to exceed forty years;

(8) Determine the qualifications of and employ a director of parks and recreation who must receive a salary as fixed by the governor in accordance with the provisions of RCW [43.03.040](#) and determine the qualifications and salary of and employ such other persons as may be needed to carry out the provisions hereof; and

(9) Utilize such other powers as in the judgment of a majority of its members are deemed necessary to effectuate the purposes of this chapter. However, the commission does not have power to supervise directly any local park or recreation district, and no funds shall be made available for such purpose.

## **APPENDIX 3 DRAFT Easement**



### **STATE OF WASHINGTON PARKS AND RECREATION COMMISSION**

Diana Dupuis, Director

#### **Steptoe Butte State Park Heritage Site – Easement # E671502DNR1**

This Easement Agreement (“Agreement”) is made between the State of Washington, acting through the **WASHINGTON STATE PARKS AND RECREATION COMMISSION**, as Grantor (“State”) and State of Washington, acting through the **DEPARTMENT OF NATURAL RESOURCES** located in **Whitman** County, Washington, (“Grantee”). The date of this Agreement is the date of last signature below (“Effective Date”).

#### **AUTHORITY**

This Easement Agreement (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. Washington State Parks and Recreation Commission, at its April 16, 2026, meeting, delegated authority to its Director to execute this Agreement.

#### **STATE ENVIRONMENTAL POLICY ACT (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

#### **1.0 EASEMENT**

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 Whitman County for the purposes of access to the easement area 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.

- 1.2 Term. This Easement is perpetual from the Effective Date unless earlier terminated.
- 1.3 Consideration. Pursuant to WAC 352-32-300, no application fee is required, as the Washington State Department of Natural Resources (DNR) is a government agency. Grantee shall pay to State a total initial fee of \$6,500.00, which consists of the following:
- Application fee: \$0.00
  - Processing fee (agency review with Commission action): \$5,000.00
  - Road use fee: \$1,500.00

The total initial payment of \$6,500.00 is due upon execution of this Agreement by Grantee. This Agreement is not valid until payment is made.

The road use fee of \$1,500.00 shall be due annually in advance on or before each anniversary of the Effective Date (the “Anniversary Date”) and shall increase by three percent (3%) annually. State shall furnish Grantee with an invoice.

Late Charge for Failure to Pay. Pursuant to RCW 43.17.240, failure to pay any installment or interest payment required in this Agreement will result in a late charge equal to one percent (1%) per month or fraction thereof, that the payment is late.

- 1.4 Appurtenant Easement. The Easement granted by this Agreement is appurtenant to real property in Whitman County, Washington, located approximately as shown in Exhibit B and legally described in Exhibit C, attached hereto, (“Benefited Parcels”). The rights attaching to the Benefited Parcels are indivisible. Should the Benefited Parcels 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 or access route is suitable for Grantee’s intended use.

## **2.0 USE AND MAINTENANCE OF ACCESS EASEMENT**

- 2.1 Permitted Use. The Easement granted under this Agreement is solely for ingress and egress purposes and is strictly limited to roadway access to Assessor Parcel Number(s) 200044183019000, 200004418292900, 200004418304900, and

200004418293790 as defined and described in the Easement Area herein, subject to Grantee obtaining and maintaining at all times all required federal, state, and local permits. This Easement shall serve only access to the Benefited Parcels, and any use beyond the permitted scope shall require a written amendment to 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 in 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 Waste; Appearance and Condition of the Easement Area. Grantee shall not deposit refuse, garbage, or other waste matter in or in the Easement Area. Grantee shall keep the Easement Area in a neat, clean, sanitary, and safe condition, and shall keep the Easement Area 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 or Permittee(s), 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. Except as required by Section 2.9 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 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 Weed Control. Grantee shall, at its own cost, control all noxious weeds on the Easement Area. Such weed control must comply with county noxious weed control board rules established under RCW chapter 17.10. Grantee shall be responsible, and shall immediately reimburse State, for any weed control cost incurred as a result of Grantee's failure to control weeds on the Easement Area. All methods of weed control must be approved in writing by State prior to beginning weed control activities. Aerial spraying is not permitted.
- 2.10 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.
- 2.11 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 Program by electronic mail at [LandAgreements@parks.wa.gov](mailto:LandAgreements@parks.wa.gov).

- 2.12 Use of Roads. The speed limit within the park is 10 m.p.h. Pedestrians have right of way over vehicles at all times.
- 2.13 Road Maintenance and Repair. Any road used by Grantee under this Agreement must be maintained to a standard equal to or better than the condition of that road on the Effective Date. At a minimum, the road will be maintained to meet forest practice standards set forth in WAC 222-24-050 as now written or hereafter amended. The cost of road maintenance will be allocated on the basis of the parties', and others', proportional uses of the road. Where either party uses a road, or portion of a road, that party must perform, or pay the costs of that share of maintenance occasioned by its use. State reserves the right to control priority of road use and maintenance by it and others.

Grantee shall, at its sole expense, repair damage to any road used under this Agreement that is in excess of that which results through normal and prudent use of the road. If damage is caused by an unauthorized user, then the cost of repair will be treated as ordinary maintenance and handled as set forth above.

- 2.14 Permittees. Grantee may permit its invitees, employees, agents, contractors, sub-contractors, licensees, and their agents, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted herein. Acts or omissions of Permittee(s) operating under this Agreement shall be deemed an act of Grantee. Restrictions or requirements placed on Grantee herein shall apply equally to Permittee(s).

### **3.0 RESERVATIONS**

- 3.1 Reservations to State. State reserves all ownership of the Easement Area (Access Route) resources thereon (including timber), and the right of use for any purpose including: the right to remove resources within the Easement Area (Access Route); the right at all times to cross the Easement Area (Access Route) at any place on grade or otherwise; the right to use, maintain, patrol, reconstruct, or repair the Easement Area (Access Route); the right to erect fences on, over, or across the Easement Area (Access Route) or any part thereof; and the right to occupy the Easement Area (Access Route) 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 (Access Route) 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 (Access Route) and, in addition, may require the location of structures with permanent foundations within the Easement Area (Access Route).

Nothing in this Agreement prevents or precludes State from undertaking construction, installation, and use of the Easement Area (Access Route) or adjoining park 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 (Access Route). Grantee shall have no recourse against State for any losses incurred as a result of State's taking such emergency action.

#### **4.0 ARCHAEOLOGY AND CULTURAL RESOURCES**

- 4.1 Archaeology and Cultural Resource Compliance. Archaeology and Cultural Resources. In the event cultural resources or human remains are found or unearthed during the work allowed by this Agreement, Grantee must comply with provisions of Chapter 27.44 RCW, Chapter 27.53 RCW, and the rules and regulations of the Department of Archaeology and Historic Preservation, including compliance with all archaeological excavation permit requirements. If cultural resources are discovered, Grantee must immediately cease work, secure the area, and contact the State Parks' Archaeology Team at [archaeology@parks.wa.gov](mailto:archaeology@parks.wa.gov) and follow the protocol in Exhibit E – Inadvertent Discovery Plan (IDP).

#### **5.0 INSURANCE**

- 5.1 Self-Insurance. State and Grantee, as state agencies, are covered by the tort liability provisions of the state's self-insurance program. It is understood that each state agency that is a party to this Agreement will be assigned and assume responsibility for any damages to third parties that are attributable to the negligent acts or omission of the individual agency. Grantee agrees to assume financial responsibility for any and all physical damage to the Easement Area (Access Route) and adjoining park property that is caused by Grantee or Permittees, or that, with the exercise of reasonable care, could have been prevented by Grantee.

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>	<u>By Disease</u>
Bodily Injury	\$1,000,000	\$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 (Access Route).

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 use of the Easement Area 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
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Each Claim/Occurrence Limit            \$1,000,000

## 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. 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. Grantee shall, within 60 days after termination of this Agreement, remove all such tools, equipment, and other property not permanently affixed upon the land.

## 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 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 resulting from construction operations.

- 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 Permittee(s) 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 Permittee(s), and State or State's employees or agents, Grantee shall indemnify State only to the extent of the negligence of Grantee or Permittee(s).
- 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 E671502DNR1 in the subject line.

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  
(e): landprog@parks.wa.gov

If to Grantee:

Department of Natural Resources  
Robin Hammill  
PO Box 47014  
Olympia WA 98504-7014

With a copy to:

Blue Mountain Area Manager  
Lewis and Clark Trail State Park  
36149 Hwy 12  
Dayton, WA 99328-9500  
(509) 337-6457

- 7.7 Force Majeure. Grantee's failure to comply with any of the obligations under this Agreement will be excused only if due to causes beyond Grantee's control and without the fault or negligence of Grantee, including acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics, and strikes.
- 7.8 Amendments. Any amendments to this Agreement or the attached exhibits must be made in writing, executed by the parties, and neither State nor Grantee shall be bound by verbal or implied Agreements.

- 7.9 Discrimination. Grantee shall not unlawfully discriminate against any person on the basis of race, color, creed, religion, sex, sexual orientation, age, or physical or mental disability or allow any such discrimination by Grantee's Permittee(s).
- 7.10 Interpretation. This Agreement has been submitted to the scrutiny of all parties hereto and their counsel if desired and must be given a fair and reasonable interpretation in accordance with the words of this Agreement, without consideration or weight being given to its having drafted by any party hereto or its counsel.
- 7.11 Non-Waiver. No failure of State to insist upon the strict performance of any provision of this Agreement may be construed as depriving State of the right to insist upon strict performance of that provision or any other provision in the 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 Whitman County and shall provide a copy of the recorded Agreement to State.

EXECUTED as of the date hereinbelow set forth.

**Washington State Department of Natural Resources**

**Washington State Parks and Recreation Commission**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

Date \_\_\_\_\_

APPROVED AS TO FORM:

NICK BROWN  
WASHINGTON STATE ATTORNEY GENERAL

BY \_\_\_\_\_  
Andy Woo, Assistant Attorney General  
Date: December 23, 2022

**GRANTEE'S ACKNOWLEDGMENT**

STATE OF WASHINGTON            )  
  ) ss.  
County of                            )

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 \_\_\_\_\_ to me known to be the \_\_\_\_\_ of \_\_\_\_\_ that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said \_\_\_\_\_, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_



## **EXHIBIT LIST**

Exhibit A – Legal Description of Easement

Exhibit B – Map of Easement Area

Exhibit C – Legal Description of Benefited Property

Exhibit D – Map of Benefitted Property

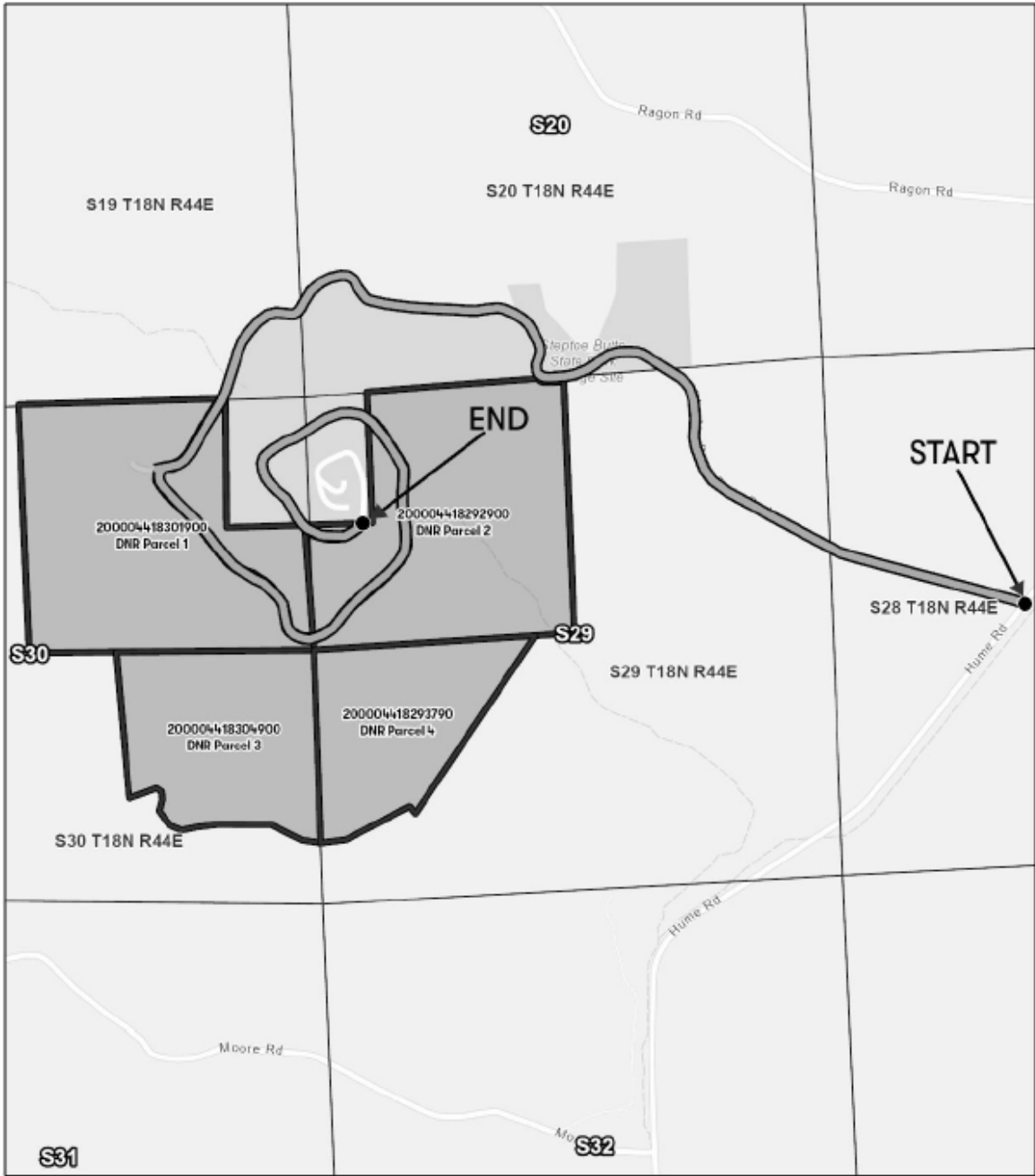
Exhibit E – Inadvertent Discovery Plan

Exhibit F – Additional Provisions

**EXHIBIT A**  
LEGAL DESCRIPTION OF EASEMENT AREA

A segment of Steptoe Butte State Park Road, located within the Steptoe Butte State Park Heritage Site and situated in Sections 19, 20, 28, 29, and 30 of Township 18 North, Range 44 East, Willamette Meridian, in Whitman County, Washington.

## EXHIBIT B MAP OF EASEMENT AREA



**WA State Parks & Rec.  
Step toe Butte State Park  
DNR Access / Easement**

- Park Boundaries
- DNR Boundaries
- Access Route

\*Route from Hume Rd  
to Summit = 3.85 miles



0 1,000 2,000 ft

NAD83 HARN Washington State Plane South  
Data in these maps were compiled for cartographic purposes. Due to the variability  
of the source information, the Washington State Parks & Recreation Commission  
cannot accept responsibility for errors or omissions, and, therefore,  
there are no warranties which accompany this material.

**EXHIBIT C**  
**LEGAL DESCRIPTION OF BENEFITED PROPERTY**

The West half of Section 29, Township 18 North, Range 44 East, W.M., the Northeast quarter of Section 30, Township 18 North, Range 44 East, W.M.,

A tract of land lying in the Southeast quarter of Section 30, Township 18 North, Range 44 East, W.M., described as follows:

BEGINNING at the Southeast corner of Section 30;  
Thence North 0°23' West 40.22 chains to the East quarter corner of said Section;  
Thence on the East and West subdivision line North 89°43' West 32.90 chains;  
Thence South 5°38' East 40.58 chains to the South line of Section 30;  
Thence East on said line to the point of beginning.

EXCEPTING THEREFROM the West half of the Northwest quarter of the Northwest quarter, Section 29, and the East half of the Northeast of the Northeast quarter, Section 30, conveyed to Virgil T. McCroskey by deed recorded in Volume 246 of Deeds, page 268, under Auditor's File No. 146822, records of Whitman County, Washington.

ALSO EXCEPT a portion of the following described tract lying within said premises:

BEGINNING at the South quarter corner of said Section 32, which is marked with a monument with brass cap;  
Running thence North 0°13' East along the North-South subdivision line 2,644.0 feet to a point in County Road No. 225, which is the true point of beginning;  
Thence South 85°42' East along said County Road No. 225 a distance of 665.88 feet to a point in County Road No. 200, which is also known as Hume Road;  
Thence North 1°58' East along said Hume Road 1,848.50 feet;  
Thence North 49°09' West 1,106.40 feet;  
Thence North 66°39' West 1,334.34 feet;  
Thence North 32°42' West 767.36 feet;  
Thence South 63°23' West 781.80 feet;  
Thence North 87°27' West 438.18 feet;  
Thence North 59°39' West 375.94 feet;  
Thence North 87°36' West 1,093.39 feet;  
Thence North 8°36' West 402.13 feet;  
Thence South 75°18' West 415.92 feet to a point on the Easterly line of a tract in the Southwest quarter and in the West half of the Southeast quarter of Section 30, Township 18 North, Range 44 East, W.M., which is described in deed under Auditor's File No. 184018, in Book 254 of Deeds, page 49 thereof, records of Whitman County, Washington; Running thence Southerly along said East line of said described tract 1,222.16 feet to the Southeast corner of said tract on the line between Sections 30 and 31;  
Thence West on said Section line 1,072.50 feet to the North quarter corner of said Section 31;  
Thence on the North and South subdivision line of Section 31, South 2°55' East 441.54 feet to the center of County Road No. 225;

Thence following said county road on the following courses:

South 46°36' East 477.18 feet;  
Thence South 50°22' East 537.24 feet;  
Thence South 54°38' East 524.04 feet;  
Thence South 56°22' East 96.36 feet;

Thence South 81°43' East 250.14 feet;  
Thence North 68°43' East 166.38 feet;  
Thence North 73°11' East 176.22 feet;  
Thence South 83°07' East 936.54 feet;  
Thence South 60°57' East 252.12 feet to the East line of said Section 31;  
Thence Southerly along the East line of said Section 31 to the East quarter corner of Section 31;  
Thence Easterly along the East-West subdivision line of Section 32 to the point of beginning.

ALSO EXCEPT any portion of the following described parcel lying in said premises:

BEGINNING at the South quarter corner of Section 32, which is marked with a monument with brass cap;  
Running thence North 0°13' East along said North-South subdivision line 2,644.00 feet to a point in County Road No. 2250;  
Running thence South 85°42' East along said County Road 2250 a distance of 665.88 feet, more or less, to a point where said line intersects the West right-of-way line of County Road No. 2000, which is also known as the Hume Road;  
Thence North 1°58' East along the North right-of-way line of said Hume Road 1,848.50 feet, which point is the true point of beginning;  
Thence North 49°09' West 1,106.40 feet;  
Thence North 66°39' West 1,334.34 feet;  
Thence North 32°42' West 767.36 feet;  
Thence Northeasterly to a point on the North line of the Southwest quarter of Section 29 located 355 feet Westerly on the Northeast corner of said Southwest quarter;  
Thence East on the North line of the Southwest quarter and the North line of the Southeast quarter to the Northeast corner of said Southeast quarter;  
Thence Southerly on the East line of said Southeast quarter to a point where said East line intersects the Northerly line of County Road No. 2000, also known as the Hume Road;  
Thence Southwesterly on the Northerly line of said Hume Road to a point where said Northerly line intersects the point of beginning.

The West half of Section 29, Township 18 North, Range 44 East, W.M., the Northeast quarter of Section 30, Township 18 North, Range 44 East, W.M.,

A tract of land lying in the Southeast quarter of Section 30, Township 18 North, Range 44 East, W.M., described as follows:

BEGINNING at the Southeast corner of Section 30;  
Thence North 0°23' West 40.22 chains to the East quarter corner of said Section;  
Thence on the East and West subdivision line North 89°43' West 32.90 chains;  
Thence South 5°38' East 40.58 chains to the South line of Section 30;  
Thence East on said line to the point of beginning.

EXCEPTING THEREFROM the West half of the Northwest quarter of the Northwest quarter, Section 29, and the East half of the Northeast of the Northeast quarter, Section 30, conveyed to Virgil T. McCroskey by deed recorded in Volume 246 of Deeds, page 268, under Auditor's File No. 146822, records of Whitman County, Washington.

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Thence South 85°42' East along said County Road No. 225 a distance of 665.88 feet to a point in County Road No. 200, which is also known as Hume Road;  
Thence North 1°58' East along said Hume Road 1,848.50 feet;  
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Thence North 32°42' West 767.36 feet;  
Thence South 63°23' West 781.80 feet;  
Thence North 87°27' West 438.18 feet;  
Thence North 59°39' West 375.94 feet;  
Thence North 87°36' West 1,093.39 feet;  
Thence North 8°36' West 402.13 feet;  
Thence South 75°18' West 415.92 feet to a point on the Easterly line of a tract in the Southwest quarter and in the West half of the Southeast quarter of Section 30, Township 18 North, Range 44 East, W.M., which is described in deed under Auditor's File No. 184018, in Book 254 of Deeds, page 49 thereof, records of Whitman County, Washington;  
Running thence Southerly along said East line of said described tract 1,222.16 feet to the Southeast corner of said tract on the line between Sections 30 and 31;  
Thence West on said Section line 1,072.50 feet to the North quarter corner of said Section 31; Thence on the North and South subdivision line of Section 31, South 2°55' East 441.54 feet to the center of County Road No. 225;  
Thence following said county road on the following courses: South 46°36' East 477.18 feet;

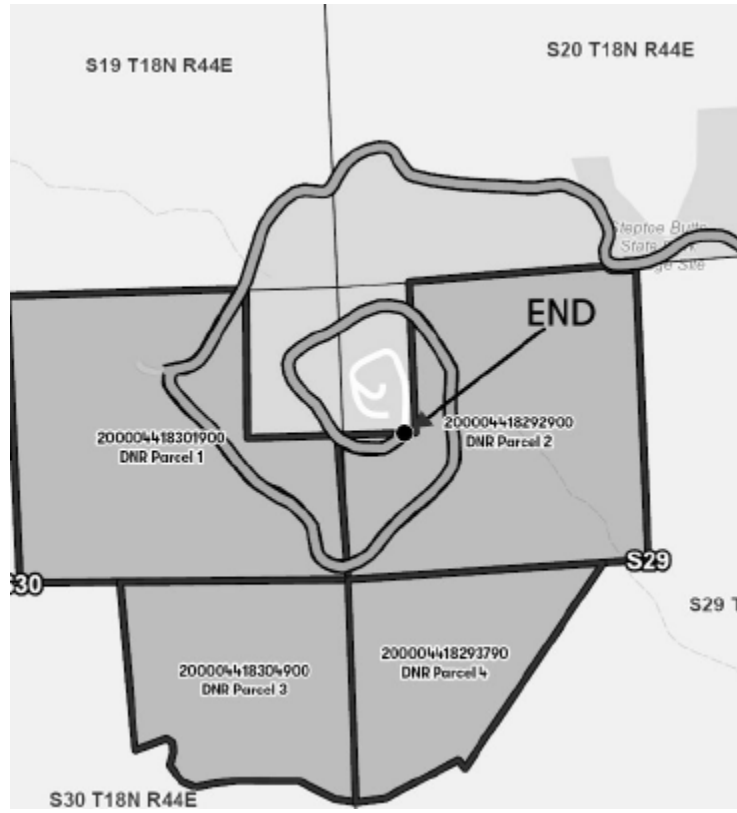
Thence South 50°22' East 537.24 feet;  
Thence South 54°38' East 524.04 feet;  
Thence South 56°22' East 96.36 feet;  
Thence South 81°43' East 250.14 feet;  
Thence North 68°43' East 166.38 feet;  
Thence North 73°11' East 176.22 feet;  
Thence South 83°07' East 936.54 feet;  
Thence South 60°57' East 252.12 feet to the East line of said Section 31;  
Thence Southerly along the East line of said Section 31 to the East quarter corner of Section 31; Thence Easterly along the East-West subdivision line of Section 32 to the point of beginning.

ALSO EXCEPT any portion of the following described parcel lying in said premises:

BEGINNING at the South quarter corner of Section 32, which is marked with a monument with brass cap;  
Running thence North  $0^{\circ}13'$  East along said North-South subdivision line 2,644.0 feet to a point in County Road No. 2250;  
Running thence South  $85^{\circ}42'$  East along said County Road 2250 a distance of 665.88 feet, more or less, to a point where said line intersects the West right-of-way line of County Road No. 2000, which is also known as the Hume Road;  
Thence North  $1^{\circ}56'$  East along the North right-of-way line of said Hume Road 1,848.50 feet, which point is the true point of beginning;  
Thence North  $49^{\circ}09'$  West 1,106.40 feet;  
Thence North  $66^{\circ}39'$  West 1,334.34 feet;  
Thence North  $32^{\circ}42'$  West 767.36 feet;  
Thence Northeasterly to a point on the North line of the Southwest quarter of Section 29 located 355 feet Westerly on the Northeast corner of said Southwest quarter;  
Thence East on the North line of the Southwest quarter and the North line of the Southeast quarter to the Northeast corner of said Southeast quarter;  
Thence Southerly on the East line of said Southeast quarter to a point where said East line intersects the Northerly line of County Road No. 2000, also known as the Hume Road;  
Thence Southwesterly on the Northerly line of said Hume Road to a point where said Northerly line intersects the point of beginning.

**EXHIBIT D**

**MAP OF BENEFITED PROPERTY**



**EXHIBIT E**  
**INADVERTENT DISCOVERY PLAN**

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

**Step toe Butte State Park Heritage Site, Whitman County  
Eastern Region – Effective through June 30, 2026**

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 and contact WSPRC archaeologists (see below) if you have any questions. This IDP 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). Recommended video: [Inadvertent Discovery of Cultural Resources or Human Remains: Training for Field Staff](#) produced by Washington State Dept of Ecology.

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. See the appendix for examples of cultural resources that may be observed.*

- **Artifacts-** Both historic and precontact artifacts may be found exposed in backhoe trenches or back dirt piles.
  - Precontact artifacts may range from 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 that are more than 50 years old 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.

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, including a single human tooth or bones/teeth 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 or 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 required, 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 consultations with the affected parties as to the future preservation, excavation, and disposition of the remains.
  - c. The WSPRC archaeologist assigned to the undertaking will be coordinating and consulting with the DAHP as well as affected Tribes and other groups as appropriate. Additionally, WSPRC’s Curator of Collections or the NAGPRA Specialist should be included in 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 from WSPRC’s property, it is the responsibility of the Curator of Collections or the 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**

Eastern Region Archaeologists:

Ayla Aymond, <a href="mailto:ayla.aymond@parks.wa.gov">ayla.aymond@parks.wa.gov</a>	509-743-8251
Sarah DuBois, <a href="mailto:sarah.dubois@parks.wa.gov">sarah.dubois@parks.wa.gov</a>	509-972-5884

Alternative WSPRC Archaeologist Contacts

Jennifer Wilson, Cultural Resources Program Manager	360-902-8637
Email: <a href="mailto:jennifer.wilson@parks.wa.gov">jennifer.wilson@parks.wa.gov</a>	

Maurice Major, Stewardship Archaeologist	360-701-6218
Email: <a href="mailto:maurice.major@parks.wa.gov">maurice.major@parks.wa.gov</a>	
Sean Stcherbinine, Stewardship Archaeologist	360-770-1419
Email: <a href="mailto:sean.stcherbinine@parks.wa.gov">sean.stcherbinine@parks.wa.gov</a>	
NW Region Archaeologist:	
Laura Syvertson, <a href="mailto:laura.syvertson@parks.wa.gov">laura.syvertson@parks.wa.gov</a>	360-770-0444
SW Region Archaeologists:	
Shari Silverman, <a href="mailto:shari.silverman@parks.wa.gov">shari.silverman@parks.wa.gov</a>	360-902-8640
Kayley Bass, <a href="mailto:kayley.bass@parks.wa.gov">kayley.bass@parks.wa.gov</a>	360-701-1277
<u>WSPRC Curator of Collections/NAGPRA Specialist</u>	
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<u>County Coroner/Examiner</u>	
Annie Pillers, Coroner	
Whitman County Coroner's	
Office 411 N. Mill Street	
Colfax, Washington 99111	
Telephone: (509) 397-5641	
Fax: (509) 397-2099	
Email: <a href="mailto:annie.pillers@co.whitman.wa.us">annie.pillers@co.whitman.wa.us</a>	
<u>Local Law Enforcement</u>	
Wong, Patti (PARKS)	509-980-1557
Johnson, Andrew (Parks)	509-581-3526
<u>Blue Mountain Area Manager</u>	
Sims, Audra (PARKS)	509-337-6457

**EXHIBIT E**  
**ADDITIONAL PROVISIONS**

1. Report any damages to the roadbed or road shoulder (to include signs, culverts, drainage ditch) caused by Grantee and/or Permittee(s) vehicles/equipment on the roadway within

24 hours (report to local staff/main office); repair/replace damaged property as soon as practical. Coordinate repairs or fee payment with local staff.

2. In the event of a hazardous material spill/leak, create and share a hazardous material response plan with local park staff. Example: Vehicle or equipment leaks fuel, oil, pesticide/herbicide or other contaminant onto the roadway or road shoulder.
3. In the event a vehicle or equipment catches fire or starts a fire and impacts the roadbed, road shoulder, or adjacent park lands, contact emergency services immediately and then contact local park staff to report the incident.
4. In the event the park is **closed** (for safety reasons or for maintenance projects), Grantee must coordinate access by communicating in advance with local park staff.