

Approaching Private Landowners

Climbing Access Solutions for Private Lands



Expert Tips and Case Studies from:

*Andy Fitz, WCC Board
& Former AF Board*



Index, WA

*Brian Tickle, AF Texas
Regional Director*



Medicine Wall & Texas



Climbing Acquisition History



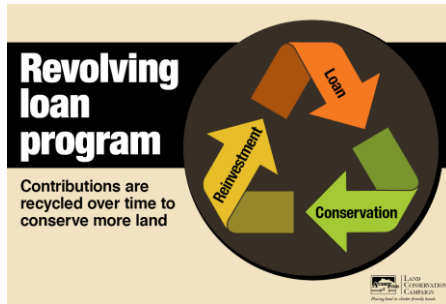
Since 1991, Access Fund has helped local climbing organizations, land trusts, and public land agencies permanently protect:

**76 climbing areas totaling 17,323
acres across 27 states**

Peshastin Pinnacles, 1990

Climbing Conservation Loan Program

- Since its inception in 2009, the CCLP (AFLCC) has revolved and invested **over \$2.7M to conserve 24 climbing areas in 17 states, turning every dollar donated to the CCLP into two dollars and seventy cents.**
- Access Fund is the first national, recreation-based conservation organization to be awarded **elite land trust accreditation status** in 2015.



Partnerships are key

Working with landowners, organizations and other entities to turn private land into “climbing land.”

- Acquisitions for public access and stewardship
- Hold and transfers to a public agency
- Conservation and Recreation Easements
- Recreational leases and management agreements

What is Private Property?

As I was walkin', I saw a sign there

And that sign said "No Trespassin'"

But on the other side, it didn't say
nothin'

That side was made for you and me

--Woody Guthrie, *This Land is Your Land*



When Am I Trespassing?

RCW 9A.52.080

Criminal trespass in the second degree.

(1) A person is guilty of criminal trespass in the second degree if he or she knowingly enters or remains unlawfully in or upon premises of another under circumstances not constituting criminal trespass in the first degree.

RCW 9A.52.090

Criminal trespass—Defenses.

In any prosecution under RCW 9A.52.070 and 9A.52.080, it is a defense that:

(2) The premises were at the time open to members of the public and the actor complied with all lawful conditions imposed on access to or remaining in the premises.

Why Exclude Climbers?

- Privacy
- Liability concerns
- Negative impacts



Liability: Common Law Duty of Care

- Licensee
- Invitee
- Trespasser



Recreational Use Immunity Statutes

RCW 4.24.210

Liability of owners or others in possession of land and water areas for injuries to recreation users—Known dangerous artificial latent conditions—Other limitations.

(1) [A]ny public or private landowners, . . . or others in lawful possession and control of any lands . . . who allow members of the public to use them for the purposes of outdoor recreation, which term includes, but is not limited to, . . . rock climbing . . . shall not be liable for unintentional injuries to such users.

(4)(a) Nothing in this section shall prevent the liability of a landowner or others in lawful possession and control for injuries sustained to users by reason of a known dangerous artificial latent condition for which warning signs have not been conspicuously posted.

(i) A fixed anchor used in rock climbing and put in place by someone other than a landowner is not a known dangerous artificial latent condition and a landowner under subsection (1) of this section shall not be liable for unintentional injuries resulting from the condition or use of such an anchor.

Other Layers of Protection: Signage



Assumption of Risk / Waivers

- Acknowledgement / Assumption of Risks & Release of Liability
- Forms of Distribution: online or kiosk signage
- Challenging to administer & enforce

Acknowledgment of Risks, Assumption of Risk and Responsibility, and Release of Liability

Ted Muir Valley is open to individuals and groups for noncommercial recreational outdoor activities such as hiking, nature study, earth caching, bird watching, etc. You do not need to execute this document unless you are entering Muir Valley for the purpose of rock climbing. Access to Muir Valley for the purpose of rock climbing is limited to those individuals who are competent rock climbers.

Terms and Conditions

I, _____, whose date of birth is _____, whose address is _____, in the city of _____, State of _____ with zip code of _____, in the country of United States, whose daytime phone number is _____, and whose email address is _____, on this day of _____ day of January 2011 do hereby acknowledge, appreciate, and agree that:

- 1) The risk of injury from rock climbing is significant, including the potential for permanent paralysis or other injury, or even death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2) I confirm that I am physically and mentally capable of rock climbing, that I have attained the age of 18 years, that I am an experienced and competent rock climber. I hereby KNOWINGLY AND FREELY ASSUME ALL RISKS ASSOCIATED WITH ROCK CLIMBING AND ANY AND ALL OTHER RISKS ASSOCIATED WITH MY ENTRY UPON THE LANDS OF MUIR VALLEY, LLC, WHETHER HIDDEN, OPEN, OBVIOUS OR OTHERWISE, BOTH KNOWN AND UNKNOWN TO ME, EVEN IF SUCH RISKS ARISE FROM THE NEGLIGENCE, RECKLESS, WANTON OR INTENTIONAL ACTS OF MYSELF OR OTHERS, EQUIPMENT FAILURE OR FORCES OF NATURE, and I assume full responsibility for my participation and for any minor children for whom I am responsible, and any expense as a result of my negligence or the negligence of others; and,
- 3) I willingly agree to comply with the posted rules and regulations of Muir Valley. If I observe any unusual hazard during my visit to Muir Valley I agree to bring such hazard to the attention of Muir Valley, LLC immediately by contacting Rick Weber at rweber@acemtech.com or 317-291-0354 or 606-668-9066, and to take whatever action is reasonably necessary to protect myself and other third-parties; and,
- 4) I understand and agree that all artificial installations typically used in rock climbing, including, but not limited to, rock anchors, glue-in bolts, bolted hangers, chains, cables, quicklinks, permadraws, quickdraws, and carabiners, found on the property have been placed by a number of individuals, including the owners of the property, for their convenience, and that my use of any of these installations is undertaken solely at my discretion and risk; and,
- 5) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS Muir Valley, LLC its officers, officials, agents, members, employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; and,
- 6) I agree that if any legal proceeding is instituted by myself or my heirs, assigns, personal representatives or next of kin, then venue shall be proper only in the Fayette County Circuit Court, Lexington, Kentucky and that this Agreement shall be construed and interpreted under the laws of the Commonwealth of Kentucky; and,
- 7) This Agreement is not assignable.
- 8) I am legally responsible for any minors (under age 18) who accompany me into Muir Valley.

I, _____ have read and understood the foregoing agreement: Acknowledgment of Risks, Assumption of Risk and Responsibility, and Release of Liability. I understand that by executing this on-line release, I have given up substantial legal rights, and execute it freely and voluntarily without inducement.

Insurance

- Access Fund/LCO can provide landowner with additional insured status via a certificate of insurance when organizing a community event or by entering into an MOU, management agreement, or easement on their land.
- Only covers the entities involved IF your organization is perceived or considered fully or partially negligent.
- Does not cover potential sole negligence of the partner you provided additional insured status to.
- Best for landowner and all parties to have their own insurance

So...Should I Approach a Landowner?

- Risk both ways
- Might be told “no”
- But might damage future relationship if not
- Continued uncertainty if not

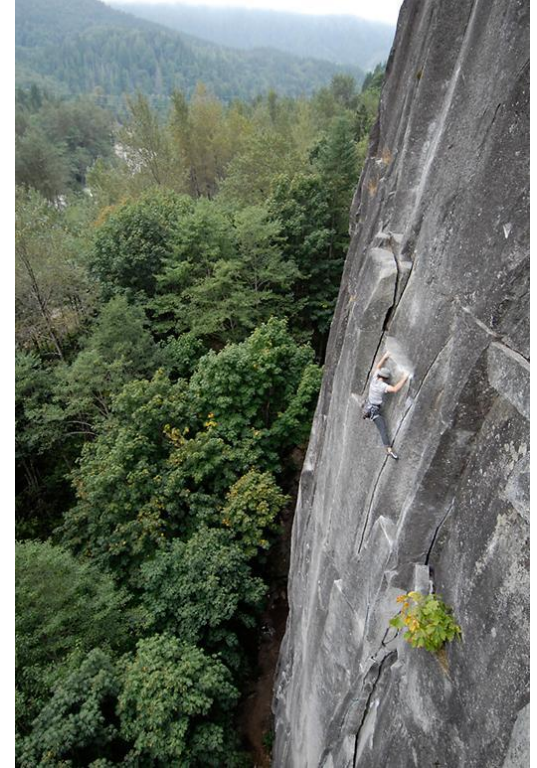


Creative Arrangement: Carver, OR

- Private property w/ restaurant
- Must be member of “Carver Climbing Club”
- Sign waiver at local gym
- Carry ID/club card on-site
- Observe restrictions



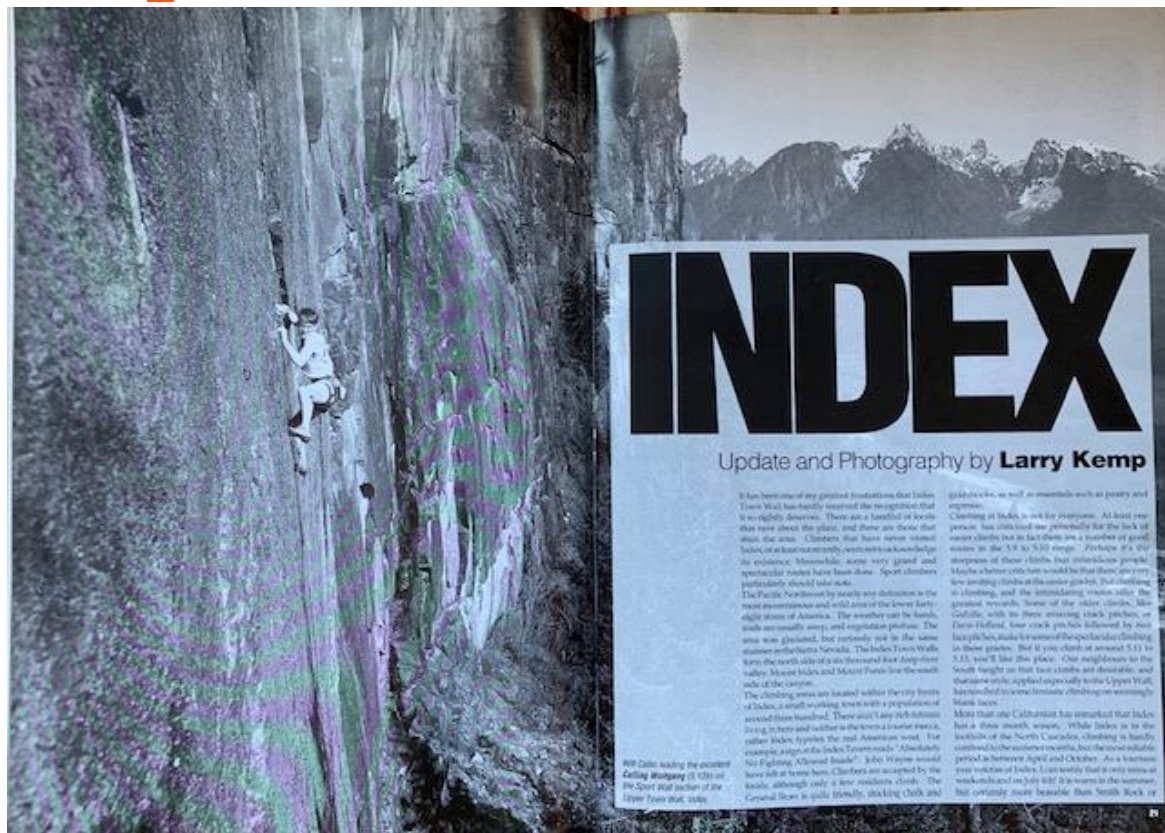
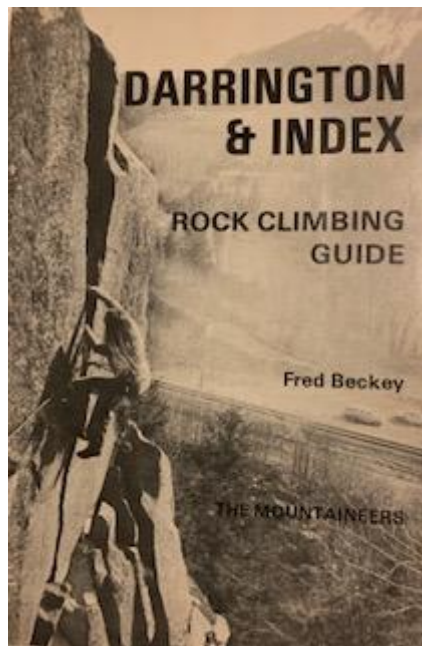
What if We Just Buy It? Index LTW



Early History



Climbers Show Up



Early Attempts at Purchase



Exams by the lb, inc.

2508 - 5th Avenue, Suite 134 ♦ Seattle, WA 98121 ♦ (206) 623-9150 ♦ FAX (206) 296-0911

"Weigh the Benefits"

November 17, 1999

Mr. Andy Fitz
The Access Fund
3807 S. 9th Street
Tacoma, WA 98405

Reference: Report on current ownership of the following described property:

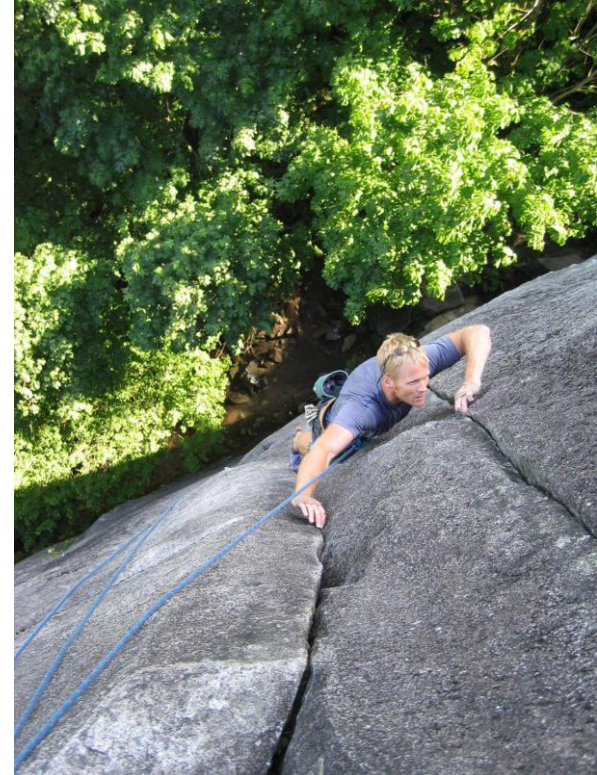
Legal description:

That certain placer mining claims and premises designated by the Surveyor General as Lot 415 and known as the Linea and Lillie Placer Mining Claims, situated in the Index Mining District in section 19, Township 27 North, Range 10 east, W.M., in Snohomish County, Washington, (and more particularly described in the patent issued to John A. Soderberg filed in Volume 6 of Patents, page 153);

EXCEPT that portion thereof lying within the original right of way of the Great Northern Railway company;

AND EXCEPT that portion thereof conveyed to the Great Northern Railway Company by deeds recorded under Auditor's File Nos. 1475160 and 1475161;

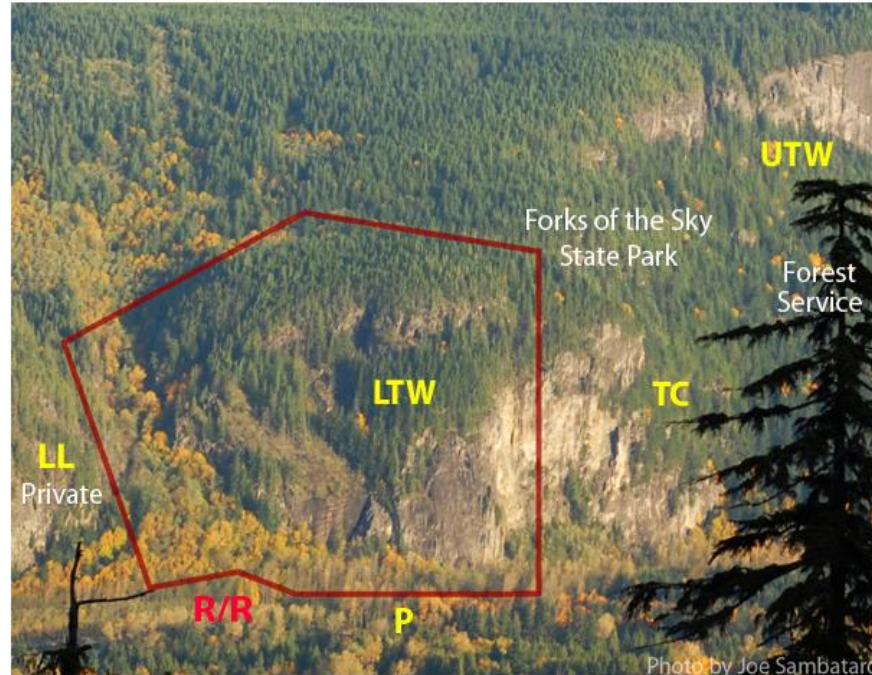
AND EXCEPT county roads.



Working the Railroad



2009: No Trespassing



* Property lines are approximate; Private property in red includes Inner Wall, LTW, & Quarry

Index Town Walls Washington



Map updated 5/26/09

Legend

- Private property under Option Agreement
- R/R Private Railroad
- LTW Lower Town Wall
- UTW Upper Town Wall
- TC The Country
- LL Lower Lump

2009: Negotiate Purchase Option

OPTION AGREEMENT FOR PURCHASE OF REAL ESTATE

By this Option Agreement ("Agreement") entered into this 1st day of June, 2009 (the "Agreement Date") by and between BEDROCK PROPERTIES, LLC a Washington limited liability corporation ("Seller"), and WASHINGTON CLIMBERS COALITION, a Washington non-profit corporation ("Buyer"), in consideration of the mutual covenants and agreements herein contained and subject to the conditions set forth below, Seller hereby grants to Buyer and its successors and assigns the exclusive right and Option (the "Option") to purchase that certain land located in Snohomish County, Washington, and more particularly described in [Exhibit A](#) hereto, together with all improvements thereon and all rights (including, but not limited to timber rights, mineral rights and water rights), privileges, hereditaments, easements, rights-of-way and appurtenances thereto belonging (the "Property").

TERMS AND CONDITIONS

1. Option Term. Seller agrees that the term of the Option is Eighteen (18) Months, commencing on the Agreement Date and ending at midnight on December 31, 2010 (the "Option Term"). Buyer shall exercise its Option by written notice to Seller before the end of Option Term.

2. Option Payment; Liquidated Damages.

A. Within three (3) business days following execution of this Agreement, Buyer shall pay to Seller the amount of TEN THOUSAND and No/100 Dollars (\$10,000.00) as consideration for the Option (the "Option Payment"). The parties agree that the Option Payment shall be credited to Buyer as part of the Purchase Price as more particularly described below.

B. In the event that the conditions precedent set forth in Section 7 below shall have been satisfied or waived, Seller shall have performed Seller's obligations hereunder, and Buyer shall be unable to or fail to perform its obligations hereunder, then Seller shall be entitled to retain all sums paid by Buyer pursuant to Section 2.A as liquidated damages. The retention of this amount by Seller shall be Seller's exclusive remedy for any failure of Buyer to perform its obligations hereunder for any reason.

C. In the event that Seller shall default in Seller's obligation to cause the conveyance of the Property to Buyer in accordance with the terms hereof, and provided that Buyer shall have performed its obligations and satisfied all conditions of Buyer to Seller's obligations hereunder, Buyer shall be entitled to all remedies afforded Buyer at law or in equity, including, without limitation, specific performance of this Agreement. In the event the conditions precedent set forth in this Agreement are not satisfied, Buyer at its option may terminate this Agreement, at which time the total amount of the Option Payment shall be refunded to Buyer and neither party shall have any further rights or liabilities.



Fundraising

KIRO 7 Film

Index Climbing Fund

Help us preserve one of
Americas best granite crags



Photo courtesy of arundel.com

The Lower Town Wall and other cliffs near Index, Washington, are for sale by a private landowner who proposed to close the area and sell it for quarry operations.

The Washington Climbers Coalition (WCC) has an option to purchase the property and we need your help to buy it.

Climbers have enjoyed the area for fifty years; we will save a recreational resource while contributing toward local efforts to preserve undeveloped land and scenery in the Snohomish Valley.

WASHINGTON CLIMBERS COALITION
P.O. Box 77315
Seattle, Washington 98177
www.washingtonclimbers.org

Goal: The Washington Coalition (WCC) seeks to raise \$300,000 to buy Washington's most famous crag - threatened with closure and even possible quarrying - and preserve it as a climbing park. We also seek to upgrade the parking lot and install a toilet facility, two simple improvements that have long been sought by Index climbers. These actions will preserve recreational access and contribute to overall conservation efforts in the Skykomish Valley.

Why Now? In the early 1900's the quarry at Index literally helped to build the foundation of Seattle and rock quarried there was used in the construction of buildings throughout Puget Sound. Climbers discovered the Town Walls soon after quarry operations stopped and have enjoyed the area for nearly fifty years. In March of 2009 the owner put up no trespassing signs and indicated she wanted to sell the area to quarry operators. The Washington Climbers Coalition stepped in and, with the help of a loan from the Access Fund, secured an option to purchase this property in May of 2009. The owner has agreed to allow climbing to continue while we raise the money for this acquisition.



A Park Within a Park: Crags including the Upper Town Wall and The Country are in an existing State Park called Forks of the Sky.

The Lower Town Wall and some satellite cliffs are on private property right in the middle of this area. The Washington Climber's Coalition has an option to buy this property so that it can become a dedicated climbing park within the larger Forks of the Sky State Park.

We hope to name the new park after Stimson Bullitt, who took up climbing late in life and climbed into his eighties. He climbed at Index in recent years and it was a pleasure to share the crag with him. He was an inspiration to all of us.

Donate On-Line or by Mail; Contact by Internet or Phone. Be a part of our successful campaign! Visit www.washingtonclimbers.org and follow the links on the front page to be taken to PayPal.com where you can make payment over the Internet with or without an actual PayPal account. Checks can be sent to the Index Climbing Fund @ P.O. Box 77315, Seattle, Washington 98177.

For information visit www.washingtonclimbers.org or send e-mail to IndexFund@washingtonclimbers.org. Telephone at (206) 664-2517.



Gary Enger photo



Larry Kemp photo



Andrew Schwab photo

One of the top 10 crags in North America: The cliffs and crags near the town of Index offer some of the best granite climbing in Washington and the Lower Town Wall is the gem of the area. Several years ago the British climbing magazine Mountain declared it one of the top 10 crags in North America. It is an exciting and vibrant focal point for local and visiting climbers.

The climbing is diverse in both difficulty and style - there is truly something for every rock climber at the Lower Town Wall and satellite cliffs. It is the only year round granite climbing in the State.

About the Washington Climbers Coalition: Founded in 2004, the Washington Climbers Coalition is an all-volunteer 501(c)(3) non-profit organization. We are an affiliate of the Access Fund and this project is supported by the Access Fund and the American Alpine Club. All donations are tax deductible.



Washington Climbers Coalition
P.O. Box 77315
Seattle, Washington 98177

Quiet Title / Extinguish Mineral Rights

9902230623

When recorded mail to:
Hyun Kil Kim & Jiyon Kim
P. O. Box 12310
Seattle, WA 98111



9902230623
02/23/99 14:18
e-0002 Recorded
Snohomish County

REAL ESTATE EXCISE TAX

SALE PRICE \$2,000

RECEIPT NO. 256.817

FEB 23 1999

RON EASTMAN, Snohomish County Treasurer

By: R. A. Wheeler
Deputy

Miss
TE 30390

QUIT CLAIM DEED

THE GRANTOR, Dell Call, Personal Representative of the Estate of Helen Jean Malmo, deceased, for and in consideration of \$2,000.00 conveys and quit claims to Hyun Kil Kim & Jiyon Kim, husband and wife, the following described real estate, situated in the County of Snohomish, State of Washington, including any after acquired title:

This property is legally described in Attachment A, Page 2, which is attached hereto and incorporated herein by reference.

Short Legal Description: Gov. Lots 2 & 3, Section 19, Twp. 27 N, R 10 E. W.M. and Lot 415, Lillie & Linea Placer Mining Claims Sec. 19, Twp. 27N, R 10 E, W. M.

Tax Parcel Number 192710-2-001-0001 & 001003-0-006-0009

Dated February 16, 1999.

Dell Call
Dell Call, Personal Representative of the
Estate of Helen Jean Malmo

CHICAGO TITLE INSURANCE COMPANY HAS
THIS DOCUMENT OF RECORD AS A
COURTESY AND ACCEPTS NO LIABILITY
ACCURACY OR VALIDITY OF THE DOCUMENT.

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that Dell Call is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Personal Representative of the Estate of Helen Jean Malmo to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 16, 1999



Jim A. Galt
Notary Public in and for the State of
Washington, residing at Seattle
My Commission Expires on 03-01-00



September 2010: Deal Closed!



Climbing Management Plan



Forks of the Sky State Park Index Town Walls

Technical Rock Climbing Management Plan

Prepared by the Washington State Parks and Recreation Commission and the
Forks of the Sky Climbing Advisory Committee

Approved by

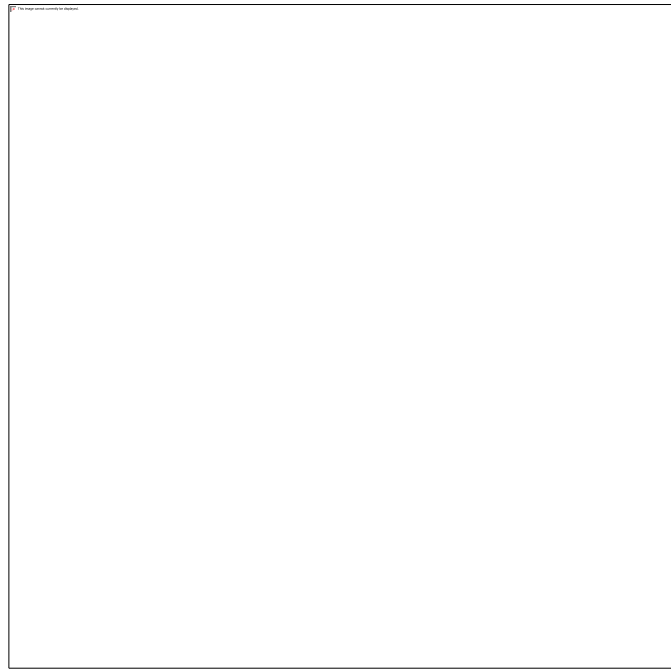
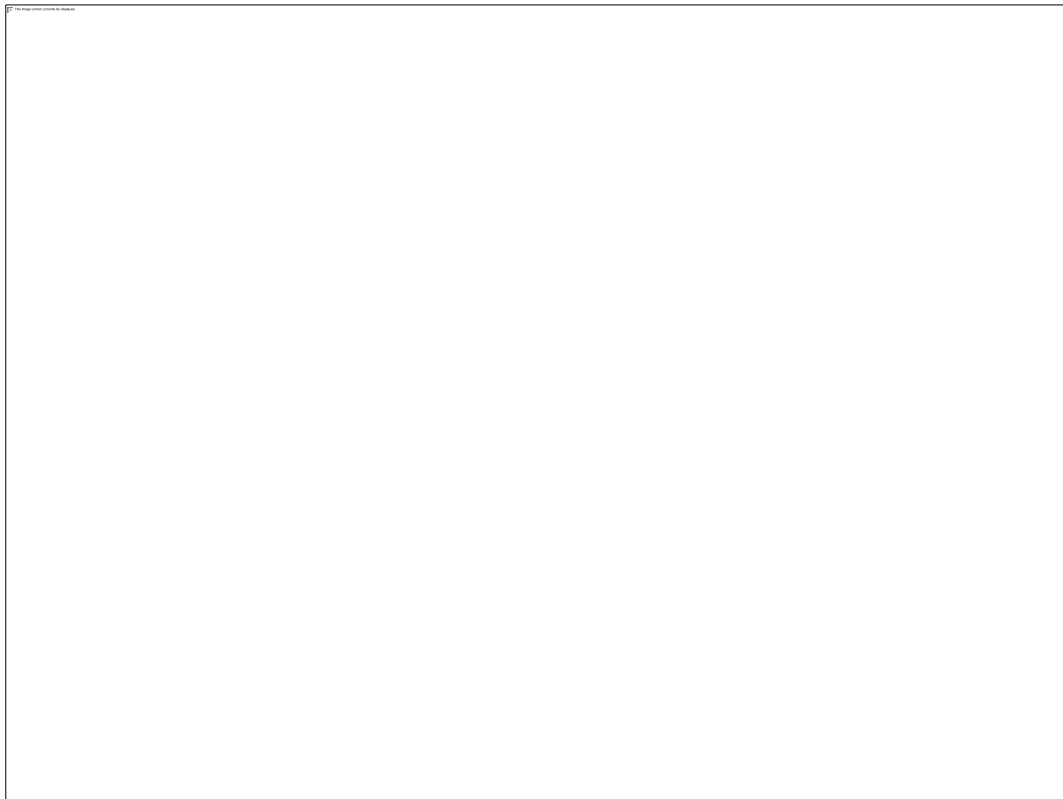


Director, Washington State Parks and Recreation Commission

6-20-2017

Date

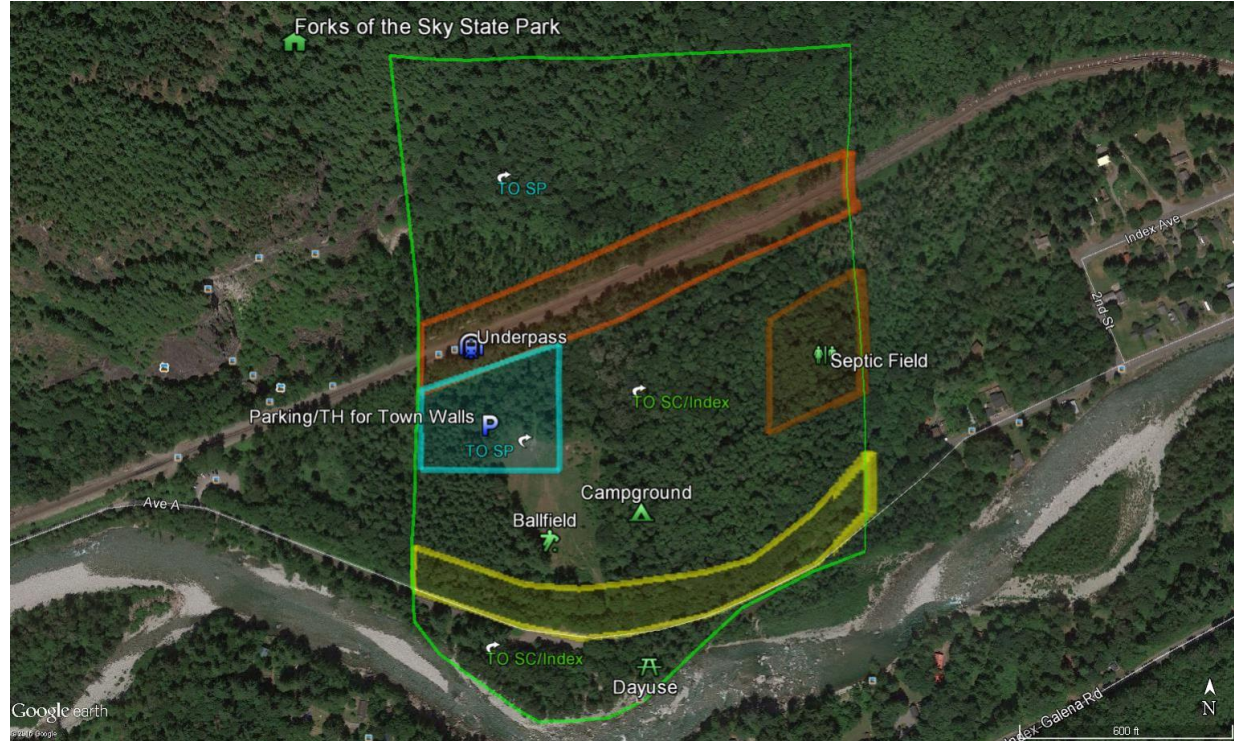
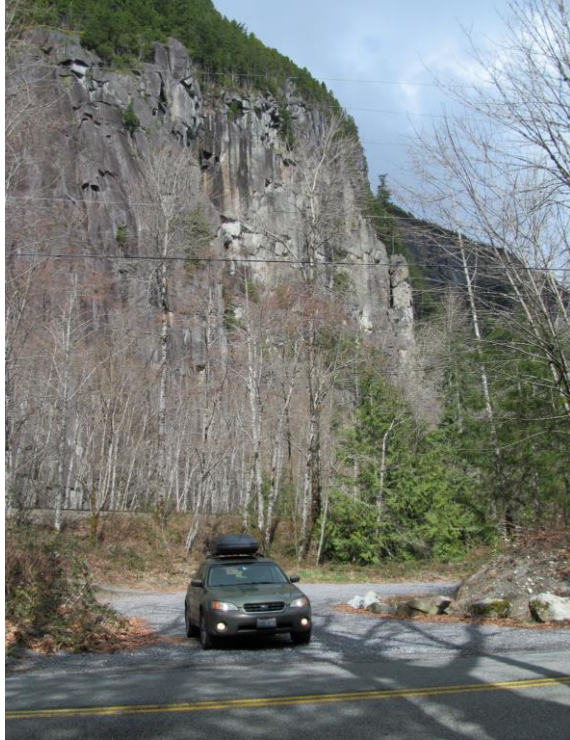
Stewardship



The Toilet Project



Up Next?



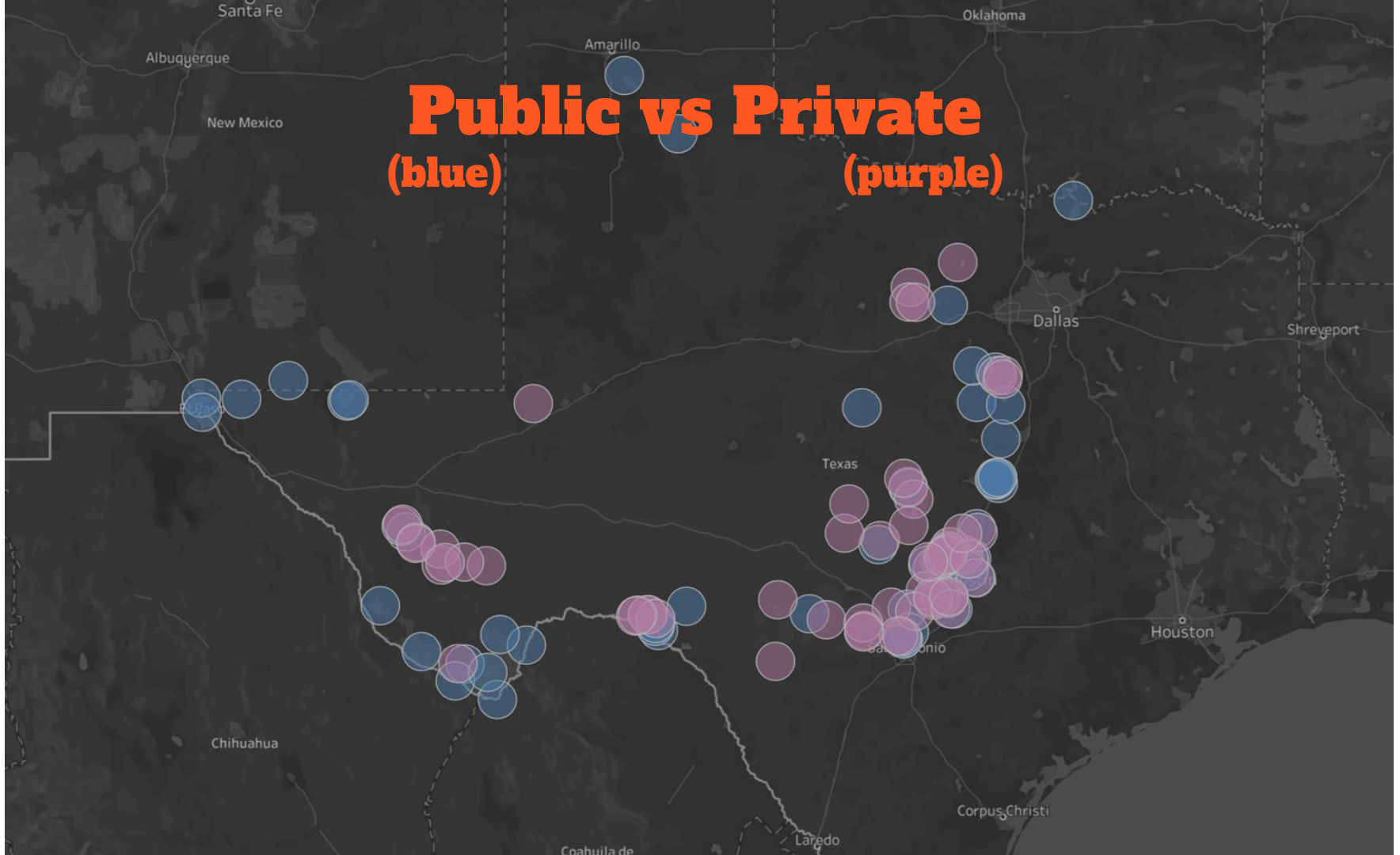
Approaching Private Landowners

Building and Maintaining Relationships



Public vs Private

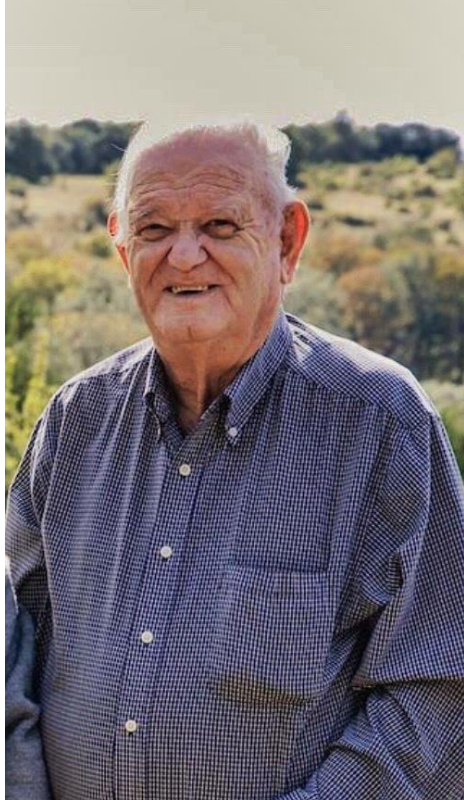
(blue) (purple)



Landowner Dilemma



Landowners:



- Talk...
- Don't care about your job title, your climbing prowess, or how many deals you've put together;
- Value integrity and hard work;
- Have a deep connection to the land;
- Are keen judges of character; and
- Can smell bullshit a mile away.

Milton Reimers (1937-2019)

A photograph of two men in business suits standing in an office. The man on the left is younger, with dark hair, wearing a blue suit and a patterned tie. The man on the right is older, with grey hair, wearing a grey suit and a blue tie with white dots. They are both smiling and clinking their glasses, which contain a golden liquid. The background shows an office interior with wood-paneled walls, a framed certificate, and a window with sheer curtains letting in warm light.

You're in the relationship business.



Preparing to Approach a Landowner



- ID Property Owner;
- Find someone with existing relationship and collect information;
- Other organizations or individuals involved?;
- Know what you can offer and what you can't;
- Understand liability; and
- Try to understand the landowner's unique needs ahead of time.

The Pitch



- BE GENUINE
- BE HONEST
- BE SUCCESSFUL

Building Trust

- Explain who you work for.
- Start small.
- Don't set objectives for them.
- Finally, understand that it is a privilege to be on their land. Show them you care about their land.



Medicine Wall



- Private developer
- City of San Antonio
- Texas Climbers Coalition
- Access Fund
- Local climbers

Continental Ranch



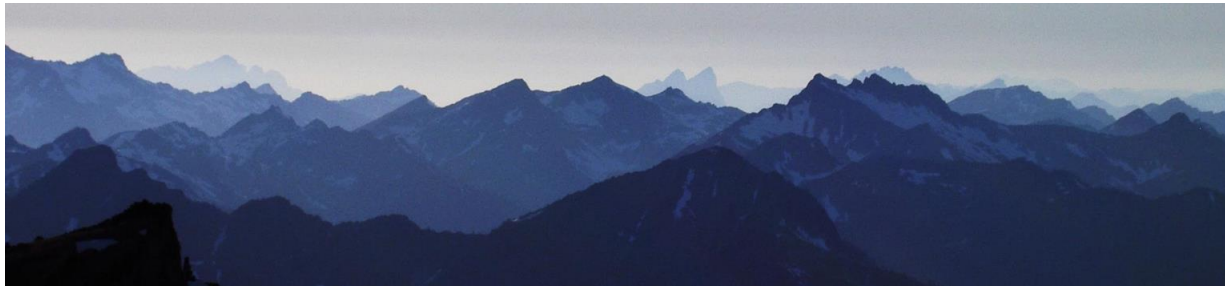
- 4th Generation, family-owned
- 29,000 AC with 14 miles of riverfront cliffs
- Closed to climbing for liability reasons
- Re-opened on restricted basis

Questions

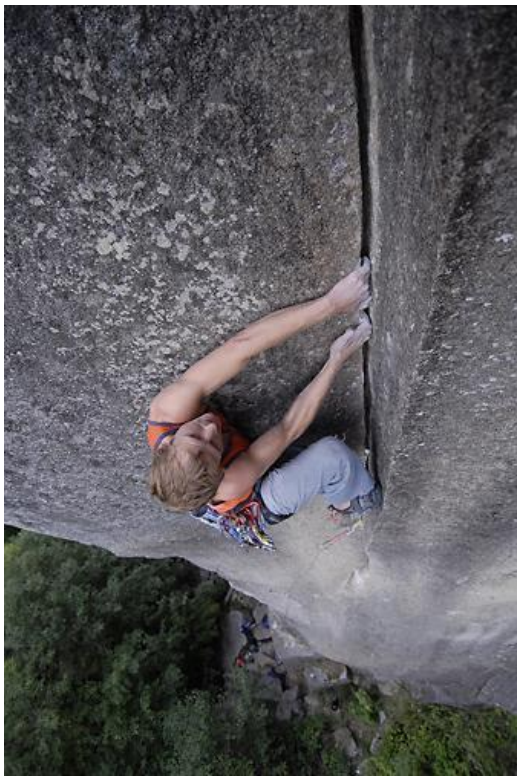


Questions & Answers

- What are other examples of successful private land projects in your backyard?
- What challenges have does your group face in pursuing acquisition or private land access projects?
- What resources do local climbing organizations need to manage climbing areas and operate as land trusts?



Thank You!



Joe Sambataro

NW Regional & National Access Director, Access Fund

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Andy Fitz

Board Director, Washington Climbers Coalition

fitlan@comcast.net

Brian Tickle

Texas Regional Director, Access Fund

brian@accessfund.org



Protect America's Climbing

