



200502280335

Skagit County Auditor

2/28/2005 Page 1 of 16 3:51PM

RETURN TO:

LAW OFFICE OF
BRADFORD E. FURLONG, P.S.
825 CLEVELAND AVENUE
MOUNT VERNON, WASHINGTON 98273

LAND TITLE OF SKAGIT COUNTY

Document Title: Consent to Conveyance

Reference number of documents assigned or released:

Grantor(s): Washington State Office of Archeology and Historic Preservation

Grantee(s): TOWN OF LACONNER, a Washington municipal corporation

Partial Legal Description: (full legal attached as Exhibit A)

Lots 6 - 8, Block P, La Conner

Assessor's Parcel/Tax I.D. Number: 4123-016-008-0002/P74042

CONSENT TO CONVEYANCE

WHEREAS, the property commonly known as the "Gaches Mansion," the legal description for which is set forth in Exhibit A hereto, is presently owned by the Town of La Conner, a Washington municipal corporation ("La Conner"), that wishes to convey said property to the La Conner Quilt Museum, a Washington not-for-profit corporation ("Quilt Museum"); and

WHEREAS, the Gaches Mansion is subject to a Public Benefit Covenant – Interior Restoration recorded under Skagit County Auditor's File Number 858001 (attached as Exhibit B) and a Project Agreement recorded under Skagit County Auditor's File Number 858002 (attached as Exhibit C) which requires that the state of Washington consent to such conveyance; and

WHEREAS, the Washington State Office of Archeology and Historic Preservation was, in 1977, a division within the Washington State Parks and Recreation Commission and now is under the auspicious of the Washington State Department of Community, Trade and Economic Development; and

WHEREAS, the Washington State Office of Archeology and Historic Preservation is charged under Washington State statutes (RCW 27.34.210 - .230) with the administration of Public Benefit Covenants and the administration of Project Agreements, including those created under the auspicious of the Washington State Parks and Recreation Commission; and

WHEREAS, it appears to the Washington State Office of Archeology and Historic Preservation that the conveyance of the subject property to the Town is consistent with the requirements of both the Public Benefit Covenant and the Project Agreement; therefore

BE IT KNOWN THAT:

The Washington State Office of Archeology and Historic Preservation hereby consents to the conveyance of the Gaches Mansion Property from La Conner to the Quilt Museum and acknowledges that such conveyance is in compliance and consistent with those documents recorded under Skagit County Auditor's File Numbers 858001 and 858002.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY. SIGNATURES AND NOTARY TO FOLLOW ON PAGE 2.]

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 28 2005

Amount Paid \$
Skagit Co. Treasurer
By Deputy



CONSENT TO CONVEY



200502280335

Skagit County Auditor

LEGAL DESCRIPTION

Lots 6, 7 and 8, Block "P," "MAP OF LA CONNER, WHATCOM COUNTY, WASHN. TERRY., 1872," as per plat recorded in Volume 2 of Plats, page 49, Records of Skagit County, Washington.

Situated in Skagit County, Washington.

EXHIBIT A



200502280335

Skagit County Auditor

2/28/2005 Page

4 of 16 3:51PM

PUBLIC BENEFIT COVENANT - INTERIOR RESTORATION
558001

WHEREAS, The Director, Washington State Parks and Recreation Commission, has allocated \$ 22,470.00 in State matching funds for the restoration of certain properties located at:

Second and Calhoun Streets, La Conner, Washington.

commonly known as the Gaches House

and more particularly described by the legal descriptions attached hereto as Exhibit A, and incorporated herein as though fully set forth, and;

WHEREAS, the owners and other parties in interest to said properties have agreed to comply with the provisions of the policies and procedures established for the conduct of this program, a copy of which has been provided him, as now existing or as from time to time amended, and;

WHEREAS, said policies and procedures require that the historical character of properties to which State funds are devoted under the program be guaranteed, and;

WHEREAS, the historic qualities of the subject property are not able to be appreciated by the public from any public right of way, and;

WHEREAS, at least a portion of the State matching funds will be devoted to interior restoration of the subject property;

NOW, THEREFORE, the parties hereto, on behalf of themselves, and their heirs, successors and assigns, hereby covenant and agree as follows:

1. The parties in interest to the subject property, being the owners, contract vendors, contract vendees, lessors, lessees, or others holding any recognized legal or equitable interest, will open the subject property to public access, including access to the interior thereof, so that the public may appreciate the historic qualities thereof, no less than twelve days per year on an equitably spaced basis, and at other times by appointment.

2. The parties hereto, and their heirs, successors and assigns, shall, upon the acceptance of State funds, provide to the Director, Washington State Parks and Recreation Commission a schedule of dates on which the subject property will be open to public access, and a description of other visiting provisions, as applicable. Such schedule and description shall appear in all State literature

EXHIBIT B



200502280335
Skagit County Auditor

2/28/2005 Page

5 of 16 3:51PM

referring to the subject property. The parties hereto further agree to include the same schedule and description in any publication or printed material containing a reference to the subject property, other than the public media.

3. This covenant shall bind the parties hereto, their heirs, successors and assigns, and shall attach to and run with the land. This covenant shall remain in force until October 30, 2006 and shall be enforceable by the State of Washington, acting by and through the Director, Washington State Parks and Recreation Commission, or by any other state officer or agency from time to time authorized by law to administer the State of Washington's Historic Preservation Program, and shall be enforceable in the courts of the State of Washington. This covenant shall be duly recorded in the office of the Skagit County Auditor, Skagit County, Washington.

Dated this 7 day of June, 1927

Charles H. Odegaard
Charles H. Odegaard, Director
Washington State Parks & Recreation
Commission

Jeanne M. Welch
Jeanne M. Welch, State Conservator

Ann A. Smith
Approved as to form

Glen H. Suttell
Applicant - Grantee

Applicant - Grantee



Project Agreement

Gaches House Restoration, Phase II

Exhibit "A"

Property Description

A three story frame building approximately 44 by 50 feet in plan dimensions located on Lots 6, 7, and 8, Block P, Town of La Conner as identified on the plat recorded in Volume II of Plats, page 49, Records of Skagit County.

858001



200502280335
Skagit County Auditor

Project Description

All work shall conform to plans and specifications approved in advance by the Office of Archaeology and Historic Preservation, Washington State Parks and Recreation Commission. A copy of said plans and specifications together with any addenda and revisions agreed upon shall be retained in the Commission's files and are hereby made a part of this agreement.

Expenditures considered allowable for reimbursement under the terms of the grant program include the following work items:

1. Provide sewer connection
2. Repair exterior stairs
3. Replaster walls and ceilings
4. Refinish floors
5. Repair and refinish interior woodwork
6. Replace missing millwork (doors and decorative carpentry)
7. Install stairway
8. Restore fireplace fronts
9. Paint and wallpaper interiors
10. Install electrical service entrance, panels and risers
11. Provide cable heating in ceiling
12. Rewire lighting and convenience outlets
13. Install rough plumbing for kitchen and lavatory

858001



200502280335
Skagit County Auditor

PROJECT AGREEMENT

858002

THIS AGREEMENT, made and entered into this 7 day of June, 1972, by and between the STATE OF WASHINGTON, by and through its State Parks and Recreation Commission, hereinafter called "State"; and La Conner Landmarks, Inc., a private corporation, by and through its Board of Directors hereinafter called "the Corporation"; and the City of La Conner, a governmental entity, by and through its City Council, hereinafter called "the City";

WITNESSETH:

WHEREAS, the Corporation proposes to undertake the following historic preservation project: Gaches House Development: Interior Restoration concerning real property in Skagit County, Washington, a description of which is attached hereto, marked Exhibit "A" and by this reference made a part hereof, and, to that end, proposes to perform work or acquire real property hereinafter called "project", as set out and described in Exhibit "B", attached hereto and by this reference made a part hereof; and

WHEREAS, state matching funds for acquisition and development of historical properties are available under RCW 43-83C administered by the State Parks and Recreation Commission; and

WHEREAS, the State Parks and Recreation Commission has been designated the State agency to coordinate and channel projects relating to the National Historic Preservation Act of 1966 between specified eligible parties at the city and county level; and

WHEREAS, the Director of the Washington State Parks and Recreation Commission has been designated by RCW 43-51-760 to direct the program of grants for historic preservation work or acquisition; and

WHEREAS, it is the intent of the parties hereto that the Corporation acquire the property or perform the development work, as set out in Exhibit "B", in accordance with

EXHIBIT C

Signature



200502280335

Skagit County Auditor

UNOFFICIAL DOCUMENT

applicable state statutes, and the requirements of the procedural guidelines established for the conduct of this program; and that the local government named herein agrees to act as condition, funds with which to reimburse the Corporation _____ for 50% of its _____ costs in acquiring such land or performing such work;

NOW THEREFORE, the foregoing recitals being agreed to between the parties as stated, the parties hereto agree in addition to the following:

1. The Corporation _____ shall perform the work of the project in accordance with Exhibit "D". As herein used, "work of the project" shall include either acquisition of land for or development work of the project; "cost of the project" shall include either costs of acquisition of land for or development work of the project; and "premises" shall include the land described on Exhibit "A" together with any buildings or improvements situated thereon.

2. The estimated cost of the project is \$ 44,940.00 _____
The Corporation _____ shall, in the first instance, pay all the costs of the project. Upon completion of the project, the Corporation _____ shall submit to State an itemized statement of the actual total cost of the project.

3. Upon receipt from the Corporation _____ of the itemized statement of the actual total cost of the project and completion of the project by the Corporation _____ in accordance with the terms of this agreement, State shall remit one-half the estimated total cost of the project or one-half the actual total cost of the project, whichever is lesser, to the Corporation _____. It is understood by the parties hereto that where the actual total cost of the project exceeds the estimated total cost of the project, State shall not be obligated to pay to the Corporation _____ any amount in excess of one-half such estimated total cost, and the Corporation _____ shall be solely responsible for any excess of the actual total cost over the estimated total cost.

4. Upon completion of the project, the following parties shall perform the following duties: the Corporation _____ hereby covenants and agrees that it will repair, maintain and administer the



UNNOTIFIED DOCUMENT

premises so as to preserve the historical integrity of its features, materials, appearance, workmanship and environment, and shall administer the premises for the public benefit for 30 years. It is agreed that this covenant shall attach to and run with the land described in the attached exhibit marked Exhibit "A", and shall be fully enforceable by the City or State.

5. It is understood by the parties hereto that the right of the Corporation to receive any reimbursement for any costs of the project shall extend only to those portions of the project, including the estimated costs thereof, approved by the State. Furthermore, if the Corporation fails to perform any of the work of the project and such failure forces city or county to perform any work necessary to bring the project to a useful state of completion (as determined by State), the Corporation shall reimburse city or county for all city or county costs in performing such necessary completion work.

6. The Corporation agrees that the premises shall not be subdivided, mortgaged or conveyed without prior written consent of State. State shall be given an opportunity to review and approve plans and specifications prior to any appreciable alteration of features and improvements of said premises. In the event that the Corporation wishes to sell the premises, the City shall have the first opportunity to acquire the premises and the State shall have the next opportunity to acquire the property. Acquisition of the property by the City or State shall be at a value determined on the basis of State's appraisals. If the City acquires the premises hereunder, the City shall assume in all respects the terms and conditions of this contract designated to the Corporation hereunder.

7. If the owner fails to perform satisfactory maintenance and administration of the premises for a period of 30 years, in accord with program policies and procedures set forth by the State, and city or county is forced thereby, to complete such maintenance period, the owner shall be obligated to reimburse city or county for all city or county costs in performing such necessary maintenance work. If it should become necessary for State to prosecute in order to



200502280335
Skagit County Auditor

uphold the terms of this agreement, the owner shall be liable for all fees and expenses incurred by State in the litigation.

8. The owner shall indemnify and hold harmless the State of Washington, Washington State Parks and Recreation Commission, its members, officers, agents, and employees for any liability resulting from or related to the carrying out of this contract or the project or restoration, maintenance or operation of the premises, except liability resulting directly and proximately from negligent acts of State personnel. In the event of damage or destruction to the premises by fire or other casualty or events, the owner shall use any money received from insurance of the premises to restore the premises to their original condition. At its own expense the owner shall protect and insure the premises with fire insurance in the amount of not less than \$ 50,000 in a company or companies approved by the State. During the pendency of the project, the owner shall protect and insure the project described in Exhibit "B" with public liability insurance in amount of not less than \$ 2,000,000 for each occurrence, and property damage insurance in the amount of not less than \$ 500,000 in a company or companies approved by State. The policies of fire, public liability and property damage insurance shall include as named insure the State of Washington as its interests may appear.

9. The Corporation hereby agrees to comply at all times with the requirements of the policies and procedures established for the conduct of this program, a copy of which has been provided him, and future amendments thereof. All work performed hereunder, including work performed pursuant to the covenant set forth in paragraph 4, shall comply with all applicable federal, state and local requirements and regulations.

10. The Corporation shall complete the work of the project no later than June 10, 1978.

11. The Corporation shall approve this agreement by majority vote during a duly authorized meeting of its Board of Directors and the City shall approve this agreement by majority vote during a duly authorized meeting of its City Council.

858002
315

COPIES DESTROYED
VOL 289 PAGE 29A



200502280335

Skagit County Auditor

12. If the Corporation defaults in any way on any of its obligations hereinabove set out, then the City agrees to assume those obligations and in all respects carry out the terms and conditions of this contract as are designated to the Corporation under this agreement. In that event, the Corporation shall convey to the City the premises and the City shall hold said property subject to the covenant set forth in paragraph 4 hereof.

13. It is understood that this agreement shall be properly notarized by the parties and shall be filed and recorded in the county deed records.

14. This agreement shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors or assigns of the owner.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year first above written.

APPROVED

TOWN COUNCIL OF LA CONNER

Philip H. DeSautel
Director, Washington State Parks
and Recreation Commission

Frederick S. Martin
by and through its Mayor
FREDRICK S. MARTIN

By

APPROVED AS TO FORM

Carl A. Smith
Assistant Attorney General

LA CONNER LANDMARKS
A Non-profit Corporation
Glen H. Bartlett
by and through its President
GLEN H. BARTLETT

By

PROJECT APPROVED

James M. Welch
State Conservator



STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this 23rd day of May, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared BLAIR BARTLETT, to me known to be the President of LaConner Landmarks, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.



WITNESS my hand and official seal hereto affixed the day and year first above written.

Blair Bartlett
Notary Public in and for the State of Washington, residing at LaConner

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this day, before me, the undersigned, a notary public in and for the State of Washington, personally appeared FREDRICK S. MARTIN, to me known to be the Mayor of the Town of LaConner, a municipal corporation, the corporation that executed the within and foregoing instrument, and acknowledged that he signed the said instrument as his free and voluntary act and deed and on oath stated that he is authorized to execute said instrument.

SUBSCRIBED AND SWORN to before me this 23rd day of May, 1977.



Fredrick S. Martin
Notary Public in and for the State of Washington, residing at LaConner

858002



200502280335
Skagit County Auditor

Project Agreement

Gaches House Restoration, Phase II

Exhibit "A"

Property Description

A three story frame building approximately 44 by 50 feet in plan dimensions located on Lots 6, 7, and 8, Block P, Town of La Conner as identified on the plat recorded in Volume II of Plats, page 49, Records of Skagit County.

85S002



200502280335

Skagit County Auditor

Project Description

All work shall conform to plans and specifications approved in advance by the Office of Archaeology and Historic Preservation, Washington State Parks and Recreation Commission. A copy of said plans and specifications together with any addenda and revisions agreed upon shall be retained in the Commission's files and are hereby made a part of this agreement.

Expenditures considered allowable for reimbursement under the terms of the grant program include the following work items:

1. Provide sewer connection
2. Repair exterior stairs
3. Replaster walls and ceilings
4. Refinish floors
5. Repair and refinish interior woodwork
6. Replace missing millwork (doors and decorative carpentry)
7. Install stairway
8. Restore fireplace fronts
9. Paint and wallpaper interiors
10. Install electrical service entrance, panels and risers
11. Provide cable heating in ceiling
12. Rewire lighting and convenience outlets
13. Install rough plumbing for kitchen and lavatory

858002



200502280335

Skagit County Auditor