

UNOFFICIAL



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Skagit County Auditor

5/3/2010 Page

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When Recorded Return to:

Department of Archaeology and Historic Preservation
C/O Washington Trust for Historic Preservation
1204 Minor Avenue Seattle, WA 98101

A39030

Historic Preservation Easement

Grantor(s): John & Jennifer Adkison

Grantee(s): State of Washington

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 03 2010

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

Legal Description: SEDRO - EAST, ACRES 47.27, THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING SOUTHERLY OF SR-20 (FORMERLY SECONDARY STATE HIGHWAY NO. 17-A) BEING A PORTION OF THE NORTH HALF OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M.: (A) BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE RIGHT OF WAY OF THE PUGET SOUND AND BAKER RIVER RAILROAD COMPANY WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION AT A POINT 1385.1 FEET SOUTH OF THE NORTH QUARTER CORNER OF SAID SECTION; RUNNING THENCE SOUTH 84 DEGREES 33' WEST ALONG SAID NORTH LINE 963.1 FEET; THENCE NORTH 0 DEGREES 07' WEST 1104.8 FEET; THENCE SOUTH 72 DEGREES 26' EAST 2434.4 FEET; THENCE SOUTH 9 DEGREES 40' WEST 153.2 FEET TO THE SAID NORTH LINE OF SAID RAILROAD; THENCE ALONG SAID NORTH LINE OF SAID RAILROAD SOUTH 84 DEGREES 33'

WEST 1340.2 FEET TO THE PLACE OF BEGINNING; EXCEPT COUNTY ROAD; AND EXCEPT THE FOLLOWING: COMMENCING AT A POINT ON THE NORTH LINE OF THE RIGHT OF WAY OF THE PUGET SOUND AND BAKER RIVER RAILROAD 1010.2 FEET EAST OF THE CENTER LINE OF SECTION 14; THENCE RUNNING EASTERLY ALONG SAID NORTH LINE 330 FEET; THENCE NORTH 9 DEGREES 40' EAST 153.2 FEET; THENCE NORTH 72 DEGREES 26' WEST 350 FEET; THENCE SOUTH TO THE POINT OF BEGINNING. (B) BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M.; THENCE NORTH 100 FEET; THENCE WEST 1387.5 FEET; THENCE SOUTH TO A POINT 25 FEET NORTH OF THE CENTER LINE OF THE SKAGIT MILL CO. LOGGING SPUR; THENCE IN AN EASTERLY DIRECTION ALONG SAID SPUR AND THE NORTH LINE OF THE PUGET SOUND AND BAKER RIVER RAILWAY COMPANY RIGHT OF WAY TO A TRACT OF LAND DESCRIBED AS PARCEL "A" ABOVE; THENCE NORTH ALONG THE WEST LINE OF SAID TRACT 1104.8 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID TRACT TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION TO A POINT 669 FEET SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH TO THE PLACE OF BEGINNING; EXCEPT ANY PORTION THEREOF LYING SOUTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14; AND EXCEPT ANY PORTION THEREOF LYING WEST OF THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14. THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING SOUTHERLY OF SR-20 (FORMERLY SECONDARY STATE HIGHWAY NO. 17-A) BEING A PORTION OF THE NORTH HALF OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M.: (A) BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE RIGHT OF WAY OF THE PUGET SOUND AND BAKER RIVER RAILROAD COMPANY WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION AT A POINT 1385.1 FEET SOUTH OF THE NORTH QUARTER CORNER OF SAID SECTION; RUNNING THENCE SOUTH 84 DEGREES 33' WEST ALONG SAID NORTH LINE 963.1 FEET; THENCE NORTH 0 DEGREES 07' WEST 1104.8 FEET; THENCE SOUTH 72 DEGREES 26' EAST 2434.4 FEET; THENCE SOUTH 9 DEGREES 40' WEST 153.2 FEET TO THE SAID NORTH LINE OF SAID RAILROAD; THENCE ALONG SAID NORTH LINE OF SAID RAILROAD SOUTH 84 DEGREES 33' WEST 1340.2 FEET TO THE PLACE OF BEGINNING; EXCEPT COUNTY ROAD; AND EXCEPT THE FOLLOWING: COMMENCING AT A POINT ON THE NORTH LINE OF THE RIGHT OF WAY OF THE PUGET SOUND AND BAKER RIVER RAILROAD 1010.2 FEET EAST OF THE CENTER LINE OF SECTION 14; THENCE RUNNING EASTERLY ALONG SAID NORTH LINE 330 FEET; THENCE NORTH 9 DEGREES 40' EAST 153.2 FEET; THENCE NORTH 72 DEGREES 26' WEST 350 FEET; THENCE SOUTH TO THE POINT OF BEGINNING. (B) BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M.; THENCE NORTH 100 FEET; THENCE WEST 1387.5 FEET; THENCE SOUTH TO A POINT 25 FEET NORTH OF THE CENTER LINE OF THE SKAGIT MILL CO. LOGGING SPUR; THENCE IN AN EASTERLY DIRECTION ALONG SAID SPUR AND THE NORTH LINE OF THE PUGET SOUND AND BAKER RIVER RAILWAY COMPANY RIGHT OF



WAY TO A TRACT OF LAND DESCRIBED AS PARCEL "A" ABOVE; THENCE NORTH ALONG THE WEST LINE OF SAID TRACT 1104.8 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID TRACT TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION TO A POINT 669 FEET SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH TO THE PLACE OF BEGINNING; EXCEPT ANY PORTION THEREOF LYING SOUTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14; AND EXCEPT ANY PORTION THEREOF LYING WEST OF THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14.

Assessor's Property Tax Parcel or Account Number: P39030

WHEREAS THE Grantor is owner of certain premises known as the Wiseman Farm located at 28675 Minkler Road, Sedro-Woolley, Skagit County, Washington, which premises is eligible for listing in the National Register of Historic Places under the National Historic Preservation Act of 1966 (P.L. 89665, 16 U.S.C. § 470a, *et. seq.*); the Washington Heritage Register or the Washington State Heritage Barn Register;

WHEREAS THE State of Washington through the Director of the Washington State Department of Archaeology and Historic Preservation is presently responsible for precluding any activity or omission at the premises which would destroy or impair its value to the public as an historic place listed in the Washington State Heritage Barn Register; and

WHEREAS THE Grantor is willing to grant to the State of Washington the preservation interest as hereinafter expressed for the purpose of insuring that the value of the premises for such purposes will not be destroyed or impaired;

NOW THEREFORE in consideration of the sum of One Dollar and other valuable consideration paid to the Grantor, the receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and convey, with covenant of warranty, to the State of Washington a preservation interest in the following described lots or parcel of land, with the Heritage Barn buildings and improvements thereon (the real property together with the Heritage Barn buildings and improvements thereon and attached thereto and the appurtenances thereof, being hereinafter collectively referred to as the "Property") located in Sedro-Woolley, Skagit County], Washington and described in the Skagit County Registry of Deeds, Auditor's File Number 200601050098.

The preservation interest herein granted shall be of the nature and character hereinafter expressed and shall be binding upon the Grantor; its successors and assigns.

The Property is comprised of grounds, collateral or appurtenant improvements, and the Heritage Barn. The Heritage Barn is more particularly described as follows:



The barn at the Wiseman Farm is a gable roof hay barn dating from the 1920s. Featuring prominent track doors on the north façade, the core of the barn is a wood framed structure measuring 60 x 30 feet. Other structures identified as part of the Heritage Barn listing include the milking barn, c. 1920s with a gable roof and measuring 62 x 36 feet, a 21 x 37 foot shed c. 1920s with a gable roof featuring horse stalls, and a small chicken coop, also c. 1920s, with a shed roof.

The foregoing description of the Heritage Barn may be amended, replaced, or elaborated upon in more detail, and a description of the style, landscaping and similar particulars of the grounds, and any collateral or appurtenant improvements on the Property may be added, by an instrument in writing, signed by both parties hereto, making reference to this Historic Preservation Easement and filed of record in the Skagit County Registry of Deeds. If and when such an instrument is placed of record, it shall be deemed to be a part of this Historic Preservation Easement as if set out herein.

For the purpose of preserving, protecting, maintaining the Property, including its significance and value to the public as an historic place, the Grantor does hereby covenant and agree, on behalf of itself, its successors and assigns with the Grantee, its successors and assigns, to the following, for a period of five years:

1. The grantor agrees to assume the cost of continued maintenance and repair of the property, in accordance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (see 36 C.F.R. Part 68), so as to preserve the architectural, historical, or archaeological integrity of the property in order to protect and enhance those qualities that made the property eligible for listing in the Washington State Heritage Barn Register. Nothing in this agreement shall prohibit the grantor from seeking financial assistance from any source available to him.
2. No construction, alteration, remodeling, changes of surfacing, or any other thing shall be undertaken or permitted to be undertaken on the Property which would affect the structural integrity, the appearance, the cultural use, or archaeological value of the Property without the express prior written approval of the State of Washington through the Director of the Washington State Department of Archaeology and Historic Preservation, or any successor agency.
3. Grantee, its agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the terms and conditions of this Historic Preservation Easement are being complied with.
4. If the Grantor fails to observe or if the Grantor violates any covenant, agreement, or provision contained herein, then the Grantee shall in addition to all other remedies available at law or in equity, have the right to enforce this Historic Preservation Easement, including each of its provisions, by specific performance or injunctive relief.



5. The Historic Preservation Easement set forth herein is intended by the parties hereto to preserve the historic integrity of the Property pursuant to the provisions of Laws of 2007, Chapter 333, codified as RCW 27.34, or other provisions of law that may be applicable.
6. This Historic Preservation Easement provides the Grantee with additional legal rights and does not supercede or replace any pre-existing legal obligations of the Grantor or legal rights of the Grantee.
7. The Historic Preservation Easement set forth herein shall be binding upon and shall inure to the benefit of the Grantor and the Grantee and their respective successors and assigns. **TO HAVE AND TO HOLD** the aforegranted and bargained Easement with all the privileges and appurtenances thereof to the said State of Washington through the Director of the Washington State Department of Archaeology and Historic Preservation, its successors and assigns, to its and their use for a period of five years from and after the date hereof.
8. SEVERABILITY CLAUSE It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

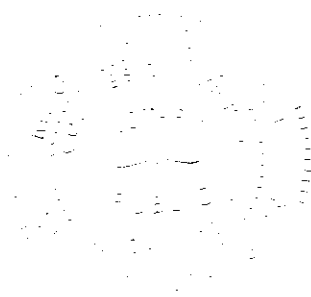
State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that John Ackison is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/3/10

John Ackison
(Signature)



(Seal or stamp)

Maria Johnson
Title Notary
My appointment expires March 4, 2012



201005030069
Skagit County Auditor