



201012130134
Skagit County Auditor

12/13/2010 Page 1 of 4 11:28AM

This Space Provided for Recorder's Use

When Recorded Return to:

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

Historic Preservation Easement

Grantor(s): Johnson-Basye L.P.

Grantee(s): State of Washington

Legal Description: N1/2 SE1/4 NE1/4 EXC RD & EASE TO PUD PT 15 SK1 & N1/2 SW1/4
NE1/4 EXC W 5FT TO DTCH DT 15 DK1 OS#671 #763318 1973 TRF#7903150003

Assessor's Property Tax Parcel or Account Number: P23122

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
DEC 13 2010

Amount Paid \$ —
Skagit Co. Treasurer
By *nam* Deputy

WHEREAS THE Grantor is owner of certain premises known as the Andrew Johnson Farm located at 17322 Beaver Marsh Road, Mount Vernon, 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 Mount Vernon, Skagit County, Washington and described in the Skagit County Registry of Deeds, Auditor File Number 199912290129.

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 located on the Andrew Johnson Farm is a broken gable roof structure featuring a gable roof cupola for ventilation. The south of the barn features an integrated lean-to with garage space for vehicles/farm implements, the doors of which are no longer present. Each building façade includes several unevenly spaced window openings, none of which contains window sash or glazing. Constructed in 1906, the barn is sheathed in board and batten wood siding, measuring 67 x 65 feet and is 45 feet high.

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.

DATED: December 7, 2010

JOHNSON-BASYE FARM LP

By: George Basye
George Basye, General Partner

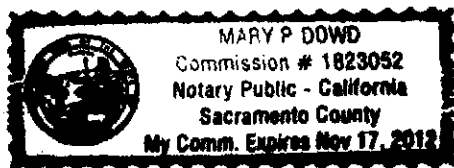
By: Mary Alice Basye
Mary Alice Basye, General Partner

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO)

On December 7, 2010, before me, Mary P. Dowd, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared George Basye and Mary Alice Basye,
Name of Signer(s)



who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Mary P. Dowd
Signature of Notary Public



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