

PRESERVATION EASEMENT
Entered into between PROPERTY OWNER and
the Washington State Department of Archaeology and Historic Preservation,
For Long-Term Conservation of the PROPERTY NAME

INTRODUCTION. This conservation easement agreement is made the ____ day of _____, 2021, between PROPERTY OWNER, as GRANTOR of a conservation easement (hereafter referred to as the “Grantor”), and the Washington State Department of Archaeology and Historic Preservation, as GRANTEE of the conservation easement (hereafter referred to as the “Grantee”). This conservation easement agreement is entered for the purpose of preserving the PROPERTY NAME, a building that is important culturally and historically.

1. **The Subject Property.** This agreement creates a conservation easement in real estate legally described in Exhibit A. The Subject Property is the site of PROPERTY NAME, located at PROPERTY ADDRESS (hereafter referred to as the “Subject Property”).
2. **Grant of conservation easement.** In consideration of the sum of GRANT AMOUNT, received in grant-in-aid financial assistance from the National Park Service of the United States Department of the Interior, the Grantor hereby grants to the Grantee a conservation easement in the Subject Property for the purpose of assuring preservation of the PROPERTY NAME.
3. **Easement required for Federal grant.** This conservation easement is granted as a condition of the eligibility of the Grantor for the financial assistance from the National Park Service of the United States Department of the Interior appropriated from the Historic Preservation Fund for the Paul Bruhn Historic Revitalization Subgrant Program.
4. **Conditions of easement:**
 - a. *Duration.* This conservation easement is granted for a period of EASEMENT LENGTH commencing on the date when it is filed with the PROPERTY COUNTY Recorder, in the State of Washington, in the United States of America.
 - b. *Documentation of condition of PROPERTY NAME at time of grant of this easement.* In order to make more certain the full extent of Grantor’s obligations and the restrictions on the Subject Property, and in order to document the nature and condition of the Subject Property, including significant interior elements in spatial context, a list of character-defining materials, features, and spaces is incorporated as Exhibit “B” at the end of this agreement. The Grantor has provided to the Grantee architectural drawings of the Subject Property. To complement Exhibit “B”, Grantee and/or the Grantor personnel have compiled a photographic record, including photographer’s affidavit, black and white photographs and negatives, or electronic image files saved as high resolution images, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Subject Property on the date of execution of this easement is accurately documented by the architectural drawings and photographic record, which shall be maintained for the life of this easement in the Grantee’s conservation easement file for the Subject Property.
 - c. *Duty to maintain the Subject Property.* The Grantor, or PROPERTY OWNER as its successor(s), agrees to assume the cost of continued maintenance and repair of the Subject Property so as to preserve the architectural, historical, and/or archeological integrity of the Subject Property and its materials to protect those qualities that made the Subject Property eligible for listing in the National Register of Historic Places (or a Subject Property contributing to the significance of a National Register listed Historic District) throughout the effective date of this Easement.
 - d. *Restrictions on activities that would affect historically significant components of the Subject Property.* The Grantor agrees that no demolition, construction, alteration, remodeling, or any other activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant exterior features or interior spaces identified as significant in Exhibit “B.” Exterior construction materials, architectural details, form, fenestration, scale, and mass should not be adversely affected nor the structural soundness or setting altered without prior written permission of the Grantee affirming that such reconstruction, repair,

refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's *Standards for the Treatment of Historic Properties* (hereinafter referred to as the "Standards").

- e. *Restrictions on activities that would affect archeological resources.* The Grantor agrees that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant archeological resources identified in Exhibit "A" without prior written permission of the Grantee affirming that such work will meet The Secretary of the Interior's applicable *Standards for Archeology and Historic Preservation*.
- f. *Maintenance of recovered materials.* The Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the applicable *Standards for Archeology and Historic Preservation* or will comply with the requirements of the Native American Graves Protection and Repatriation Act, and with 36 CFR 79 and 43 CFR 10.
- g. *Public access.* The Grantor agrees to provide public access to view the grant-assisted work or features no less than 12 days a year on an equitably spaced basis. The dates and times when the Subject Property will be open to the public must be annually published and provided to the Grantee. At the option of the Grantor, the relevant portions of the Subject Property may also be open at other times in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
- h. *Right to inspect.* The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Subject Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this conservation easement agreement are being observed. However, in the case of any natural or man-made disaster or imminent endangerment to the Subject Property the easement holder shall be granted access to the Subject Property with no prior notice.
- i. *Anti-discrimination.* The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Grantee.
- j. *Easement shall run with the land; conditions on conveyance.* This conservation easement shall run with the land and be binding on the Grantor, its successors, and assigns. The Grantor agrees to insert an appropriate reference to this easement agreement in any deed or other legal instrument by which it divests itself in part or in whole of either the fee simple title or other lesser estate in the Subject Property, the Subject Property, or any part thereof.
- k. *Casualty Damage or Destruction.* In the event that the Subject Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 calendar days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Subject Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the Subject Property, the Grantee determines that the features, materials, appearance, workmanship, and environment (or setting) which made the Subject Property eligible for listing in the National Register of Historic Places have been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the Subject Property from the National Register. If the Subject Property is removed, the Grantee will then notify the Grantor that the agreement is null and void. If the damage or destruction that warrants the properties removal from the National Register is deliberately caused by the gross negligence or other actions of the Grantor or successor owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the Subject Property which will then be returned to the U.S. Government.

- l. Enforcement.* The Grantee shall have the right to prevent and correct violations of the terms of this conservation easement. If the Grantee, upon inspection of the Subject Property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and/or architectural importance of the Subject Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) calendar days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may seek to obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Subject Property to a condition that would be consistent with preservation purposes of the grant from the National Park Service. In any case where a court finds that a violation has occurred, the court may require the Subject Property to reimburse the Grantee and the *State* Attorney General for all the State's expenses incurred in stopping, preventing, and/or correcting the violation, including, but not limited, to reasonable attorney's fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.
- m. Effective date; severability.* This conservation easement shall become effective when filed by the Grantor in the Office of the Recorder of **PROPERTY COUNTY**, State of Washington, with a copy of the recorded instrument provided to the Grantee for its conservation easement file. If any part of this conservation easement agreement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the conservation agreement does not contain the particular part held to be invalid.
- n. Amendments.* The parties may by mutual written agreement jointly amend this conservation easement, provided the amendment shall be consistent with preservation purpose of this conservation easement and shall not reduce the regulatory controls listed in the conditions of this conservation easement. Any such amendment shall not be effective unless it is executed in the same manner as this easement, refers expressly to this easement, and is filed with the **PROPERTY COUNTY** Recorder.

This instrument reflects the entire agreement of Grantor and Grantee regarding the subject easement. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution of this agreement, unless set out in this instrument.

This instrument is exempt from Real Estate Excise Taxes pursuant to Subsection (1) of WAC 458-61A-111 per the Washington State Department of Revenue Real Estate Excise Tax unit.

IN WITNESS WHEREOF, the Grantor subscribes its name on the date set forth below:

GRANTOR:

[signature]

By:

[print name, title]

Date: _____

State of Washington

County of _____

I certify that I know or have satisfactory evidence that _____ 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: _____

[signature]

[title]

My appointment expires: _____

[seal or stamp]

EXHIBIT A TO THE CONSERVATION AGREEMENT

--INSERT LEGAL DESCRIPTION OF THE SUBJECT PROPERTY--

EXHIBIT B TO CONSERVATION EASEMENT AGREEMENT

Baseline Documentation

PROPERTY NAME, PROPERTY ADDRESS

To remain eligible for listing on the National Register of Historic Places, a Subject Property must be able to convey its significance. The following character-defining materials, spaces, and features have been identified as those that help convey the significance of the **PROPERTY NAME**. Also current photo documentation and the narrative of the National Register nomination must be attached to the baseline documentation.

--INSERT DOCUMENTATION FROM NATIONAL REGISTER NOMINATION--

--INSERT PHOTOGRAPHS--

[include date and view]

EXHIBIT C TO CONSERVATION EASEMENT AGREEMENT [FOR ORGANIZATIONS]

Written Documentation of the Signatory's Authority to Sign for and Legally Bind its Organization

PROPERTY OWNER (the "Grantor"), shall execute a conservation easement with the Washington State Department of Archaeology and Historic Preservation (the "Grantee"). This conservation easement will be entered for the purpose of preserving the **PROPERTY NAME**, a building that is important culturally, historically, and architecturally.

I hereby certify that I, **PROPERTY OWNER REPRESENTATIVE**, am authorized, directed, and empowered to take such action and execute and deliver such documents in such form as deemed to be in the best interests of **PROPERTY OWNER**, including without limitation the execution and delivery of a conservation easement.

I, **PROPERTY OWNER REPRESENTATIVE**, do hereby certify that the foregoing is a full, true and correct copy statement and that I am duly authorized to act on behalf of **PROPERTY OWNER**.

Date: _____

Signature:

By: **PROPERTY OWNER REPRESENTATIVE**, **PROPERTY OWNER**