



## Historic Preservation Easement

### *Doc Huson Homestead*

This preservation easement agreement is made this 23<sup>rd</sup> day of June, 2015, between Legacy Land and Cattle, LLC, a Wyoming limited liability company, c/o Tonia Hanson, 469 N. Main St., Buffalo, WY 82834, as GRANTOR and the Sheridan Community Land Trust, a Wyoming nonprofit corporation, PO Box 7185, Sheridan, Wyoming, 82801, as GRANTEE.

Grantee's primary purposes include the preservation of buildings, structures or sites of historical, architectural or historic significance and Grantee is authorized to accept a preservation easement to protect property significant in national, state and local history and culture under the provisions of Wyoming Historic Preservation Act (W.S. 34-1-301, et. seq.) and the Wyoming Conservation Easement Act (W.S. 34-1-201, et. seq.), (together the "Acts"). The purpose of this easement is to preserve the Doc Huson Homestead, a local landmark that is important culturally, historically, and architecturally to the people of Sheridan County, and the people of the State of Wyoming and the people of the United States.

1. **The Subject Property.** This agreement creates a preservation easement for the Doc Huson Homestead singular structure, located on the property described and identified on attached Exhibit A (the "Property").
2. **Grant of preservation easement.** The list of significant features which will be preserved by this easement are listed in Exhibit B ("Property Features"). For good consideration, the Grantor hereby grants to the Grantee a preservation easement in the Property for the purpose of assuring preservation of the Property Features, as specifically identified in Exhibit B.
3. **Conditions of easement:**
  - a. **Duration.** This preservation easement is granted for a period of fifty (50) years commencing on the date when this instrument is filed with the Sheridan County Clerk.
  - b. **Documentation of condition of the Property 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 Property, and in order to document the nature and condition of the Property, including features as incorporated as Exhibit B at the end of this agreement, the Grantee has compiled a photographic record, including photographers affidavit, black and white photographs and negatives, color digital prints, photograph logs and a keyed located map, depicting the nature, appearance, condition, and status of the Property as of the effective date of the easement. The Grantor agrees that the nature and condition of the Property on the date of this easement is accurately documented by the maps, architectural drawings and photographic record, which shall be maintained for the life of this easement in the Grantee's preservation easement file for the Property.
  - c. **Restrictions on activities that would affect historically significant components of the Property.** The Grantor agrees that no construction, alteration, remodeling or any other activity shall be undertaken or permitted to be undertaken on the Property which would affect the historically significant features related to the exterior construction materials, architectural details, form, height of building, or adversely affect its structural soundness without prior written permission of the Grantee affirming that such reconstruction, repair, repainting, refinishing, rehabilitation, or preservation, will meet The Secretary of the Interior's Standards for the Treatment of Historic Properties (the "Standards").
  - d. **Maintenance of recovered materials.** The Grantor agrees to ensure that any archeological or human burial data and material recovered will be placed in a repository that will care for the data or material in the manner prescribed in the 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.
  - e. **Duty to maintain the Property.** The Grantor agrees at all times to maintain the Property in a good and sound state of repair and to maintain the Property according to the Standards so as to prevent deterioration and preserve the architectural and historical integrity of the Property in ways that protect and enhance those qualities that may make the Property eligible for listing in the National Register of Historic Places.
  - f. **Public Access.** The Grantor agrees to provide public access to view the Property no less than two (2) days a year on an equitably spaced basis. The dates and times when the 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 Property may also be open at other times by appointment, in addition to the scheduled two (2) days a year.



Nothing in this agreement will prohibit Grantor from charging a reasonably nondiscriminatory admission fee comparable to fees charged at similar facilities in the area.

- g. **Right to Inspect.** The Grantor agrees that the Grantee, its employees, agents, and designees shall have the right to inspect the Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this easement agreement are being observed.
- h. **Easement shall run with the land; conditions on conveyance.** This preservation 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 of either the fee simple or other lesser estate in the Property until such time as this easement expires.
- i. **Casualty Damage or Destruction.** In the event that the 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 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 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.
- j. **Enforcement.** The Grantee shall have the right to prevent and correct violations of the terms of this easement. If the Grantee, upon inspection of the 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 architectural importance of the Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) 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 obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the 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 violation has occurred, the court may require the Grantor to reimburse the Grantee and the Wyoming Attorney General for all the State's and the Grantee's expenses incurred in stopping, preventing and correcting the violation, including but not limited to reasonable attorney's fees and costs. 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.
- k. **Amendments.** The parties may by mutual written agreement amend this easement, provided the amendment shall be consistent with preservation purpose of this easement and shall not reduce its term of duration. 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 Sheridan County Clerk.
- l. **Effective date; severability.** This preservation easement shall become effective when the Grantor files it in the Office of the County Clerk of Sheridan County, Wyoming. If any part of this preservation easement agreement is held to be unenforceable 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 preservation agreement does not contain the particular part held to be unenforceable.

4. **Acceptance.** Grantee accepts this easement and undertakes to monitor and enforce the preservation of the Property of the entire term of this easement in accordance with the provisions of this instrument.

6-23-2015  
Date

6-23-2015  
Date

GRANTOR:  
Legacy Land and Cattle, LLC

Mark Tenneson

Title: Member

Kim Tenneson

Title: Member

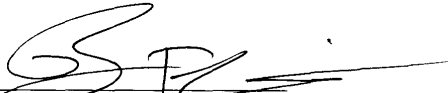


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 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

STATE OF WYOMING )  
 ) ss.  
 COUNTY OF SHERIDAN )

The foregoing document was acknowledged before me this 23<sup>rd</sup> day of June, 2015 by Mark Tenneson as Member of Legacy Land and Cattle, LLC, a Wyoming Limited Liability Company.

WITNESS my hand and official seal.

  
 Notary Public


My commission expires: 5-13-18



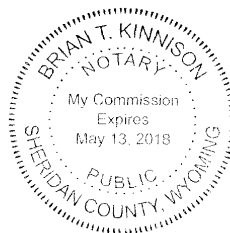
STATE OF WYOMING )  
 ) ss.  
 COUNTY OF SHERIDAN )

The foregoing document was acknowledged before me this 23<sup>rd</sup> day of June, 2015 by Kim Tenneson, as Member of Legacy Land and Cattle, LLC, a Wyoming Limited Liability Company.

WITNESS my hand and official seal.

  
 Notary Public

My commission expires: 5-13-18



The foregoing Deed of Historic Preservation Easement is hereby duly accepted by the Sheridan Community Land Trust.

GRANTEE:

Sheridan Community Land Trust

6-23-2015  
Date  
6-23-2015  
Date

By: Susanna Meyer  
Its: Board President  
By: Margie Taylor  
Its: Secretary

STATE OF WYOMING )  
 ) ss.  
COUNTY OF SHERIDAN )

The foregoing document was acknowledged before me this 23rd day of June, 2015, by Susanna Meyer as Board President of the Sheridan Community Land Trust, a non-profit corporation under the laws of the State of Wyoming, on behalf of the corporation.

WITNESS my hand and official seal.

Brian T. Kinnison  
Notary Public

My commission expires: 5-13-18



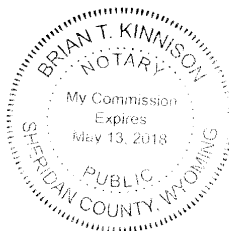
STATE OF WYOMING )  
 ) ss.  
COUNTY OF SHERIDAN )

The foregoing document was acknowledged before me this 23rd day of June, 2015, by Margie Taylor as Board Secretary of the Sheridan Community Land Trust, a non-profit corporation under the laws of the State of Wyoming, on behalf of the corporation.

WITNESS my hand and official seal.

Brian T. Kinnison  
Notary Public

My commission expires: 5-13-18

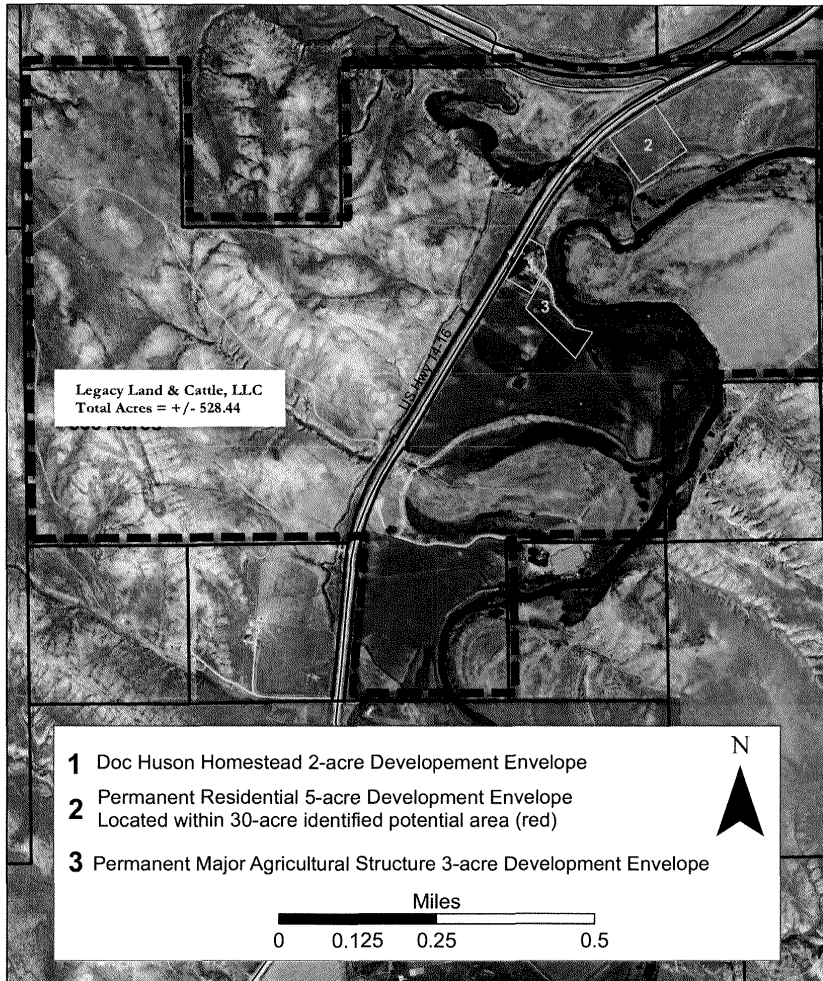




**EXHIBIT A: TO PRESERVATION EASEMENT AGREEMENT**

The legal description where the property is located is:

State of Wyoming, County of Sheridan  
Township 54 North, Range 79 West, 6<sup>th</sup> P.M.  
Section 31: NE  $\frac{1}{4}$  NE  $\frac{1}{4}$





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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

#### EXHIBIT B: TO PRESERVATION EASEMENT AGREEMENT

##### *Significant Exterior Spaces*

-Exposed historic exterior – original structure only, detailed and described below.

Constructed in 1890 using local stones quarried within several miles and transported via horse and wagon. The original footprint of the rock structure is roughly 1000 square feet. The house was in-use as a residence until 2010.



Figure 1. Looking at the south and east sides of present day house. Note the more recent additions made to the original rock structure on the north end. Note intersecting gable stone walls.



Figure 2. Note the size and arrangement of quarried stones and the area's typical 1890's masonry construction. Original window sills and lintels consisting of single quarried stones. It appears that the roofline has been modified early on, noting fill patterns consistent with the original construction techniques.



Figure 3. Looking at the north and west sides of the house. The wooden-sided porch is a “newer” addition to the original structure. Note intersecting gable stone walls.



Figure 4. Looking at the north and east sides of the house. Again, note the wood and composite sided porch which is a “newer” addition to the original structure.



Figure 5. Looking at the south aspect of the house, note the variation of grout coloration, indicative of routine maintenance of the original rock structure. In addition, this photo shows a likely modification to the original house, where the double window likely replaced a single window. The lintel above this remodeled window is concrete and not a single stone lintel as are the remaining windows on the house.



Figure 6. Looking at the eastern aspect of the home. Again, note the roofline that appears to have been extended roughly 6-10" early on in the history of the structure, with different grouting patterns.



Figure 7. This shows the former exterior wall in the northeast corner, now enclosed inside the added porch. This wall is in excellent condition, having been protected from the elements since being enclosed.





Figure 8. Looking at the western exposed wall of the home. There is an old irrigation ditch roughly 50 feet from this side of the home, and it appears that the proximity to moisture has sunk the southwest corner of the home through the years. There has been extensive grouting of this area, and possibly even newer rocks to replace original rocks that have calved off at some point.



Figure 9. Looking south down the western, now enclosed historic exterior wall.



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Figure 10. Looking at the northern wall of the house. Note both “newer” porch additions.