



200806120062
Skagit County Auditor

6/12/2008 Page 1 of 4 1:34PM

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Grantor(s): John D. Rogers, Jr., Managing Partner, J4 Ranch, LLC

JUN 12 2008

Grantee(s): State of Washington

Amount Paid \$ 0
By Skagit Co. Treasurer
MF Deputy

P109057

Legal Description: O/S#535 AF#761577 TRF#808437 1973: DK01: DR15: THAT PORTION OF TRACT C OF REVISED SHORT PLAT NO. 46-81, APPROVED AUGUST 18, 1981 AND RECORDED AUGUST 25, 1981 IN BOOK 5 OF SHORT PLATS, PAGE 119 UNDER AUDITOR'S FILE NO. 8108250001, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF TRACT B OF SAID SHORT PLAT 46-81; THENCE NORTH 0 DEGREES 25'41" EAST, A DISTANCE OF 1,970.75 FEET TO THE NORTH LINE OF SAID TRACT C; THENCE SOUTH 89 DEGREES 48'10" EAST, ALONG THE NORTH LINE OF SAID TRACT C, A DISTANCE OF 1,320.63 FEET TO THE NORTHEAST CORNER OF SAID TRACT C; THENCE SOUTH 0 DEGREES 41'31" WEST ALONG THE EAST LINE OF SAID TRACT C, A DISTANCE OF 1,086.68 FEET; THENCE NORTH 89 DEGREES 37'43"

WEST, A DISTANCE OF 243.16 FEET TO THE NORTHWEST CORNER OF TRACT A OF SAID SHORT PLAT; THENCE SOUTH 0 DEGREES 41'31" WEST, 232.56 FEET TO THE SOUTHWEST CORNER OF SAID TRACT A; THENCE SOUTH 89 DEGREES 37'43" EAST, ALONG THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 93.16 FEET; THENCE SOUTH 0 DEGREES 41'31" WEST, A DISTANCE OF 125.00 FEET; THENCE SOUTH 89 DEGREES 37'43" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 0 DEGREES 41'31" WEST, A DISTANCE OF 1,174.24 FEET TO THE SOUTHEAST CORNER OF SAID TRACT C; THENCE NORTH 89 DEGREES 27'09" WEST ALONG THE SOUTH LINE OF SAID TRACT C, A DISTANCE OF 933.56 FEET; THENCE NORTH 0 DEGREES 25'41" EAST, A DISTANCE OF 580.80 FEET; THENCE NORTH 89 DEGREES 27'09" WEST, A DISTANCE OF 375.00 FEET TO THE EAST LINE OF SAID TRACT B; THENCE NORTH 0 DEGREES 25'41" EAST ALONG THE EAST LINE OF SAID TRACT B, A DISTANCE OF 58.85 FEET TO THE POINT OF BEGINNING; EXCEPT JUNGQUIST AND KAMB ROADS ALONG THE SOUTH AND EAST LINES THEREOF.

Assessor's Property Tax Parcel or Account Number: P109057

WHEREAS THE Grantor is owner of certain premises known as the J4 Ranch, LLC located at 16645 Jungquist Road, 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 Skagit County, Washington and described in the Skagit County Registry of Deeds, Auditor File Number 200401150135..



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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 J4 Ranch, LLC barn is a gambrel roof barn topped with a single cupola. A lean-to shed is present on one gable end of the barn. The barn dates to 1906 and is a wood framed structure measuring 38ft x 52ft, including the attached shed.

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 (5) 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 r 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 (5) 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

[Signature] - Ugg. Partner
JOHN D. ROGERS, JR. 6/12/08

I certify that I know or have satisfactory evidence that John Rogers Jr. is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6-12-08

[Signature]
(Signature)

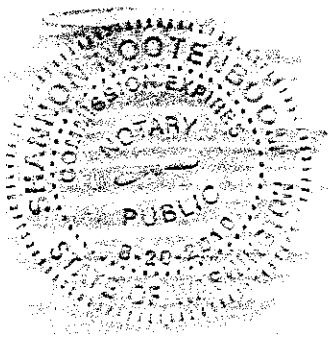
(Seal/ stamp)

Notary Public

Title

My appointment

expires ... 08/20/2010



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