



201611090021

Skagit County Auditor

\$76.00

11/9/2016 Page

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4 10:01AM

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

EASEMENT  
NOV 9 2016

Grantor(s): Dennis and Maria Whitcomb

Grantee(s): State of Washington

Amount Paid \$ —  
Skagit Co. Treasurer  
By: JFB Deputy

Legal Description: (20.7100 ac) C/U F&A AF#201404210001 THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 4 EAST W.M., LYING EASTERLY OF THE PACIFIC HIGHWAY (FORMERLY THE ABANDONED RIGHT OF WAY OF THE GREAT NORTHERN RAILWAY COMPANY) AND WESTERLY OF THE OLD COUNTY ROAD AS IT EXISTED IN 1919, EXCEPT ROAD, ALSO EXCEPT THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY, 150 FEET ALONG THE WESTERLY BOUNDARY OF SAID TRACT IN A SOUTHERLY DIRECTION; THENCE EASTERLY PARALLEL WITH THE NORTH BOUNDARY OF SAID PROPERTY TO THE CENTER OF FRIDAY CREEK; THENCE IN A NORTHERLY DIRECTION ALONG THE MIDDLE LINE OF FRIDAY CREEK TO A POINT WHERE IT INTERESTS THE NORTH BOUNDARY OF SAID PROPERTY; THENCE ALONG THE NORTH BOUNDARY TO THE POINT OF BEGINNING.

Assessor's Property Tax Parcel or Account Number: P50504

**WHEREAS THE** Grantor is owner of certain premises known as the Prairie Road Farm located at 19117 Prairie Road, Burlington, 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 Burlington, Skagit County, Washington and described in the Skagit County Registry of Deeds, Auditor File Number 201210290125.

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 Prairie Road Farm features a broken gable roof with a gently sloping lower pitch and exposed rafter tails extending just beyond the plane of the walls. The west gable end includes sliding doors that access the ground floor, with a large opening for a hay door (missing) providing access to the hayloft. The barn is clad in vertical board siding. Constructed circa 1910, the structure includes a hybrid combination of round logs and dimensional lumber. The barn measures approximately 53ft x 37ft.

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 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.

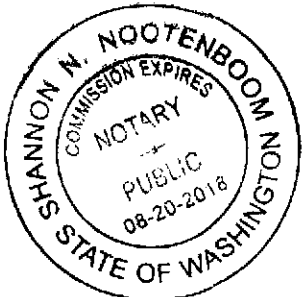
Grantor Signature: Maria Whitcomb Date: 11-09-16  
Dennis Whitcomb 11-09-16

State of Washington  
County of Skagit

Dennis and maria Whitcomb

I certify that I know or have satisfactory evidence that Dennis and maria Whitcomb 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: 11-9-16  
[Signature]  
(Signature)



(Seal/ stamp)  
...Notary Public  
Title  
My appointment expires ... 08-20-2018