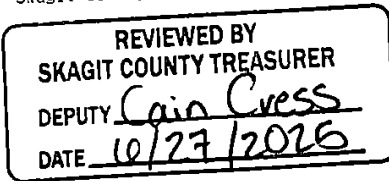




202506270342

06/27/2025 03:25 PM Pages: 1 of 5 Fees: \$357.50  
Skagit County Auditor



Document Title: Historic Preservation Easement

Reference Number :

Grantor(s):

☐ additional grantor names on page \_\_\_\_

1. Fender Farm, LLC

2.

Grantee(s):

☐ additional grantee names on page \_\_\_\_

1. State of Washington

2.

Abbreviated legal description:

☒ full legal on page(s) 2

Lot 42 Tract 1 Deavey S Acreage

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page \_\_\_\_

P67928

I, Jean R. Eagleston, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$39.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Jean R. Eagleston

Dated

06/27/2025

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):** Fender Farm LLC

**Grantee(s):** State of Washington

**Legal Description:**

(7.4400 ac) CU F&A #294 AF#807874 1975 TRNSF AF#808161: LOT 42, IN TRACT 1 OF PEAVEY'S ACREAGE, TRACTS NO. 1 AND 2, SECTIONS 17, 20, 21, 22 AND 28, TOWNSHIP 35 NORTH, RANGE 5 EAST, SKAGIT CO., WASH., AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 37, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT A TRACT OF 1/2 ACRE, MORE OR LESS IN THE NORTHWEST CORNER OF LOT 30, HERETOFORE DEEDED ON APRIL 10, 1903 TO CHARLES A SNOW AND RECORDED IN BOOK 58 OF DEEDS, PAGE 372, RECORDS OF SKAGIT COUNTY, WASHINGTON ON FEBRUARY 3, 1904 AND ALSO EXCEPT THAT PORTION OF LOT 42, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF THE COUNTY ROAD WHERE IT INTERSECTS WITH THE WEST LINE OF SAID LOT 42; THENCE SOUTH 225 FEET, MORE OR LESS, TO THE BANK OF THE SKIYOU SLOUGH; THENCE EASTERLY ALONG THE BANK OF SAID SLOUGH 286 FEET TO THE CENTER OF FENDER CREEK; THENCE NORTHWESTERLY ALONG THE

CENTER OF FENDER CREEK TO THE SOUTH LINE OF THE COUNTY ROAD; THENCE WESTERLY 124 FEET ALONG THE SOUTH LINE OF SAID ROAD TO THE POINT OF BEGINNING ALSO EXCEPT 20 FOOT STRIP SOUTHERLY FROM J YOUNG ROAD IN LOT 42 BLOCK 1; ALSO EXCEPT COUNTY ROAD RIGHT OF WAY

**Assessor's Property Tax Parcel or Account Number: P67928**

**WHEREAS THE** Grantor is owner of certain premises known as the historic Shire Barn at the Fender Farm located at 26319 Hoehn Road, Sedro-Woolley, 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 Sedro-Woolley, Skagit County, Washington and described in the Skagit County Registry of Deeds,

(Auditor File Number:) 202301130077.

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:

*Built circa 1904, the historic Shire Barn features a gable roof with board and batten siding. The barn measures approximately 40 feet in width, 30 feet in length, and 30 feet in height. The barn has sliding barn doors on the south side, along with a small corrugated metal roof lean-to connected to the east side. The barn has a standing seam metal roof.*

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 10 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 supersede 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 10 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.

Fender Farm LLC

By: Terry Sapp

Signature: \_\_\_\_\_

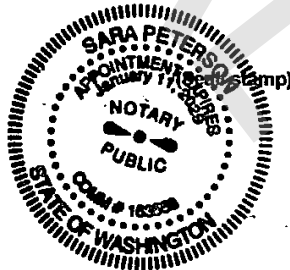
Its: Partner

State of Washington

County of .....

I certify that I know or have satisfactory evidence that Terry F. Sapp 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 Member of Fender Farm LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/25/2025



(Signature)

Notary

Title

My  
appointment

expires 1-11-2029