

202608130041

08/13/2026 11:37 AM Pages: 1 of 5 Fees: \$357.50
Skagit County Auditor

Document Title: Easement

Reference Number :

Grantor(s): ☐ additional grantor names on page ____

1. Mary Robin Myers

2.

Grantee(s): ☐ additional grantee names on page ____

1. Wash. State of

2.

Abbreviated legal description: ☐ full legal on page(s) ____

SW SW 21-35/03

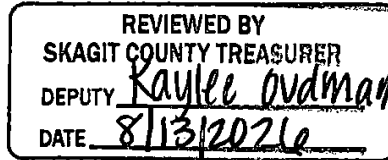
Assessor Parcel / Tax ID Number: ☐ additional tax parcel number(s) on page ____

P34615

I, MARY ROBIN MYERS, 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 \$303.50 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 Mary Robin Myers Dated 8/13/2026

This Space Provided for Recorder's Use



When Recorded Return to:

State of Washington

Department of Archaeology and Historic Preservation C/O

Washington Trust for Historic Preservation

1204 Minor Avenue Seattle, WA 98101

Historic Preservation Easement

Grantor(s): Mary Robin Myers

Grantee(s): State of Washington

Legal Description: (23.6800 ac) SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.; TOGETHER WITH THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21 LYING WESTERLY OF THE FENCE LINE DELINEATED ON THE FACE OF SKAGIT COUNTY SHORT PLAT NO. 38-89 RECORDED UNDER AUDITOR'S FILE NO. 8909220077 ALONG THE WEST LINE OF LOTS 1 AND 3 OF SAID SHORT PLAT; EXCEPT FROM ALL OF THE ABOVE, THAT PORTION THEREOF CONVEYED TO FLOYD POLMATEER, ET UX, BY DEED RECORDED SEPTEMBER 23, 1981 AS AUDITOR'S FILE NO. 8109230025; ALSO EXCEPT FROM ALL OF THE ABOVE, THAT PORTION CONVEYED TO RICHARD AND GERRY GRIMSTEAD, HUSBAND AND WIFE, BY STATUTORY WARRANTY DEED, RECORDED AUGUST 23, 1991 AS AUDITOR'S FILE NO. 9109230009; AND ALSO EXCEPT FROM ALL OF THE ABOVE, THAT PORTION CONVEYED TO KRISTIN L. MYERS, A SINGLE WOMAN, BY QUIT CLAIM DEED RECORDED FEBRUARY 11, 2003 AS AUDITOR'S FILE NO. 200302110111. AND ALSO EXCEPT THE ROAD RIGHT OF WAY KNOWN AS BOTH SR 537 AND AS THE FARM TO MARKET ROAD ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4. SURVEY RECORDED UNDER AF#200302120051.

Assessor's Property Tax Parcel or Account Number.: P34615

WHEREAS THE Grantor is owner of certain premises known as the Myers Barn located at 9791 Farm to Market Road, Bow, 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, for historic preservation purposes and the public benefit therein, 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 Bow, Skagit County, Washington and described in the Skagit County Registry of Deeds, 201210120076.

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:

Myers Barn

Constructed in 1905, the historic O. J. Rucker Barn, also known as the Myers Barn, is a two-story rectangular barn measuring approximately 60 feet in width, 80 feet in length, and 38 feet in height. The barn has a gambrel roof and is clad in vertical wood siding with wood trim. The barn features large sliding barn doors on the north and south elevations, hinged doors on the east and west elevations, rectangular windows on all elevations, and a loft opening centered in each gable end.

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 ten (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 ten (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.

Myers Barn

By: Mary Robin Myers

Signature: Mary Robin Myers

Its: Owner

State of Washington

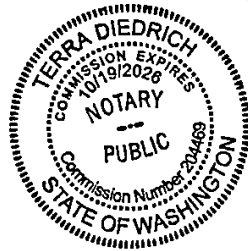
County of Skagit

I certify that I know or have satisfactory evidence that Mary Robin Myers 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: 08/13/26

(Signature)

(Seal or stamp)



Title Notary

My appointment expires 10/19/26