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#37

OPEN SPACE TAXATION AGREEMENT

RCW 84.34

8103660051 (TO BE USED FOR "OPEN SPACE" OR "TIMBER LAND" CLASSIFICATION ONLY)

This Agreement between Duane F. and Leola L. Robinson

hereinafter called the "Owner", and Skagit County

hereinafter called the "Granting Authority".

Planning Dept

Whereas the owner of the following described real property having made application for classification of that property under the provisions of RCW 84.34:

Assessor's Parcel or Account Numbers: 3934-000-015-0008 and 043303-3-001-00

Legal Description of Classified Land: See Attached Legal

SKAGIT COUNTY ASSESSOR'S OFFICE

And whereas, both the owner and granting authority desire to limit the use of said property, recognizing that such land has substantial public value as open space and that the preservation of such land constitutes an important physical, social, esthetic and economic asset to the public, and both parties agree that the classification of the property during the life of this Agreement shall be for:

☐ OPEN SPACE LAND ☒ TIMBER LAND

Now, therefore, the parties, in consideration of the mutual convenants and conditions set forth herein, do agree as follows:

(1) During the term of this Agreement, the land shall only be used in accordance with the preservation of its classified use.

(2) No structures shall be erected upon such land except those directly related to, and compatible with the classified use of the land.

(3) This Agreement shall be effective commencing on the date the legislative body receives the signed Agreement from the property owner, and shall remain in effect for a period of at lease ten (10) years.

(4) This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the parties hereto.

(5) Withdrawal: The land owner may withdraw from this Agreement if after a period of eight years the land owner makes a withdrawal request, which request is irrevocable, to the assessor. Two years from the date of that request the assessor shall withdraw the land from the classification, and the applicable taxes and interest shall be imposed as provided in RCW 84.34.070.

(6) Breach: After land has been classified and an Agreement executed, any change of use of the land, except through compliance with items (5) or (7) of this Agreement, shall be considered a breach of this Agreement, and subject to applicable taxes, penalties and interest as provided in RCW 84.34.080 and 84.34.108.

(7) A breach of Agreement shall not occur and the additional tax shall not be imposed if the removal of designation resulted solely from:

(a) Transfer to a government entity in exchange for other land located within the State of Washington;

(b) A taking through the exercise of the power of eminent domain, in anticipation of the exercise of such power;

(c) Sale or transfer of land within two years after the death of the owner of at least fifty percent interest in such land.

(d) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the landowner changing the use of such property.

(e) Official action by an agency of the State of Washington or by the county or city within which the land is located which disallows the present use of such land.

(f) Transfer to a church and such land would quality for property tax exemption pursuant to RCW 84.36.020.

(8) The county assessor may require classified land owners to submit pertinent data regarding the use of the land, and such similar information pertinent to continued classification and appraisal of the land.

Official Records VOL 432 PAGE 398

FORM REV 64 0022 (3-75)

8104270033 8103660051

Official Records VOL 437 PAGE 397

This Agreement shall be subject to the following conditions:

1. The owner shall agree to allow reasonable public access for the purpose of recreational activities commensurate with the area, except that the owner may restrict the land from camping and motor vehicles.
2. Signs shall be posted in conspicuous locations which state that the property is designated Open Space under agreement #32-82 and is available for public access for recreational purposes.
3. A Timber Management Plan shall be prepared for the subject property and shall be filed with the Skagit County Planning Department within six months of the date of approval and that the owner shall follow said plan as a condition of the agreement. (NOTE: The Soil Conservation Service provides such plans on request by a property owner.)
4. No "keep out" or similar signs shall be posted on the property.

It is declared that this Agreement contains the classification and conditions as provided for in RCW 84.34 and the conditions imposed by this Granting Authority.

Dated February 23, 1981

Granting Authority:

Howard Miller
City or County

Commissioner Chairman
Title

As owner(s) of the herein described land I (we) indicated by my (our) signature(s) that I (we) are aware of the potential tax liability and hereby accept the classification and conditions of this Agreement.

Dated 6 March 1981

Duane E. Robinson
Owner(s)

Leola L. Robinson
(Must be signed by all owners)

Subscribed and sworn to before me this 6th day of March, 1981

Notary Public

Date signed Agreement received by Legislative Authority _____

Prepare in triplicate with one completed copy to each of the following:

Owner(s)
Legislative Authority
County Assessor

FORM REV 64 0022 (3-75)

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Official Record
VOL 437 PAGE 398

Official Record
VOL 432 PAGE 399

Duane E. and Leola Robinson

Timber Open Space Legal Description

Kallstrom's View Moor Plat, Lots 13, 14 and 15, Section 4, Township 33 North, Range 3 East, W.M. also the NE¼ of the SW¼, less north 40 rods west of road, less platted and RT 0-014-00 and except tract described below: That portion of the NE¼ of the SW¼ of Section 4, Township 33 North, Range 3 East, W.M. described as follows: Beginning at the northwest corner of Lot 11 of Kalstrom's View Moor Plat, Skagit County Washington as per plat recorded in Volume 8 of Plats, Page 8 Records of Skagit County, Washington, thence south 89°33' West 183.25 feet to the true point of beginning; thence continue South 89'33" West along the South line of the North 40 rods of said subdivision a distance of 168 feet; thence South 0°10" East parallel to the West line of Kallstrom's View Moor Plat a distance of 427.01 feet, thence North 89°33' East a distance of 351.25 feet more or less to a point on the West line of Lot 13 of said Kallstrom's View Moor Plat that is 138 feet south of the center line of View Moor Drive as shown on said Plat; thence North along the West line of said Plat a distance of 138 feet to the center line of said View Moor Drive; thence South 89°33' West a distance of 183.25 feet; thence North 0°10' West a distance of 289.01 feet to the true point of beginning. O/S #37 - 1982.

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VOL 437 PAGE 399

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~~VOL 432 PAGE 400~~

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