

OPEN SPACE TAXATION AGREEMENT

PCW 84.34

8405070002

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

This Agreement between Tom Stakkeland

VERIFIED
84 MAY 7 AG

hereinafter called the "Owner", and Skagit County

REQUEST OF Promie Landa

hereinafter called the "Granting Authority".

MARSHAL SKAGIT COUNTY
ASSESSOR'S OFFICE

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 4027-000-0001-0000

Legal Description of Classified Land Lot 1 and vacated street, Sunset Addition to Clear Lake in a portion of the SW 1/4 of the NW 1/4 and the East 1/2 of the NW 1/4 of Section 11, Township 34 North, Range 4 East, W.M.

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 covenants 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 least 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 qualify 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.

FORM REV 64 0022 (3-75)

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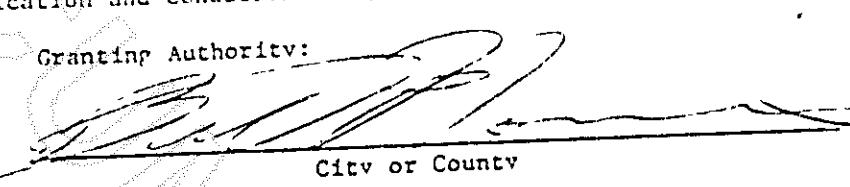
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This Agreement shall be subject to the following conditions:

(SEE ATTACHED SHEET)

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.

Granting Authority:


City or County

Chairman, Skagit County Board of Commissioners
Title

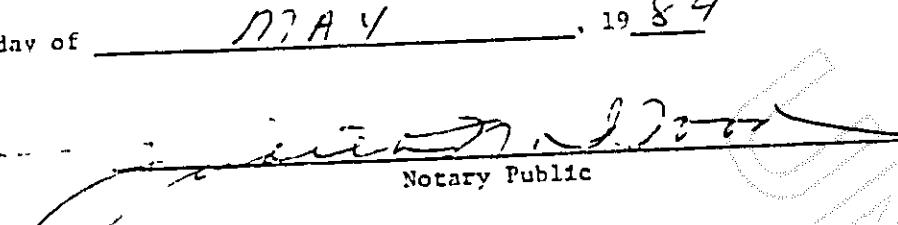
Dated April 24, 1984

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.


Owner(s)

Linda Kay Stikkland
(Must Be signed by all owners)

Subscribed and sworn to before me this 7th day of MAY, 1984


Notary Public

May 7, 1984

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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UNOFFICIAL
JULY 20, 1982 - APPROVAL OF THE FOREST MANAGEMENT PLAN - CONDITIONS OF APPROVAL

- .. THE OWNER SHALL AGREE TO ALLOW REASONABLE PUBLIC ACCESS FOR THE USE AND RECREATIONAL ACTIVITIES COMMENSURATE WITH THE AREA EXCEPT THAT THE OWNER MAY RESTRICT THE AREA FROM CARRYING THE MOTOR VEHICLES.
- .. SIGN MARKS AND POSTED IN CONSPICUOUS LOCATIONS WHICH STATE THAT THE PROPERTY IS UNREGULATED OTHER THAN UNDER AGREEMENT #12-00 AND IS AVAILABLE FOR PUBLIC ACCESS FOR RECREATIONAL PURPOSE.
- .. A "KEEP OUT" SIGN SHALL BE POSTED ON THE PROPERTY.
- .. A TIMBER MANAGEMENT PLAN SHALL BE FILED FOR THE SUBJECT PROPERTY AND SHALL BE TIED IN WITH THE SMALL COUNTY PLANNING DEPARTMENT WITHIN SIX MONTHS FROM THE DATE OF APPROVAL AND THE OWNER SHALL FOLLOW WITH PLANS AS A CONDITION OF THE AGREEMENT. (NOTE: THE SOIL CONSERVATION SERVICE PROVIDES SUCH PLANS ON REQUEST AT NO COST TO THE OWNER.)
- .. THE OWNER SHALL COMMUNICATE SATISFACTORILY COMPLIANCE WITH THE TIMBER MANAGEMENT PLAN DURING EACH AND EVERY YEAR OF AGREEMENT. EXAMPLES OF COMMUNICATIVE COMPLIANCE ARE:
 - ... SELECTIVE CUTTING AND THINNING.
 - ... CLEARING UNDESIRABLE (WEEDS, ETC.) AND SEEDING.
- .. ANY VIOLATION OF THE CONDITIONS SHOWN IS CONSIDERED A BREACH OF THE AGREEMENT.

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