



200106120099

Skagit County Auditor

6/12/2001 Page 1 of 3 12:32:15PM

COVER SHEET

RETURN TO:

Skagit County Assessors

DOCUMENT TITLE(S) (or transactions contained herein):

Open space Taxation Agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

previous AF# 800314 of original agreement
re-record to correct legal

| | ADDITIONAL REFERENCE NUMBERS ON PAGE _____
OF DOCUMENT.

GRANTOR(S) (Last name, first name and initials):

1. Skagit County
- 2.
- 3.
- 4.

| | ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

GRANTEE(S) (Last name, first name and initials):

1. Duanne F. Rogers
- 2.
- 3.
- 4.

| | ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range):

Ptn in Gov. Lt 6 of Sec. 2, Twp 35, R 21

| | ADDITIONAL LEGAL(S) ON PAGE 3 OF DOCUMENT.

ASSESSOR'S PARCEL/TAX I.D. NUMBER: P31155, P31169, P31159

| | TAX PARCEL NUMBER(S) FOR ADDITIONAL LEGAL(S) ON PAGE _____ OF DOCUMENT.

OPEN SPACE TAXATION AGREEMENT

(To be used for "Open Space or "Timber Land" Classification, only)

Prepare in Triplicate with one completed copy to each of the following: Applicant Legislative Body County Assessor

This Agreement between DUANNE F. ROGERS

hereinafter called the "owner, and

(granting authority) SKAGIT COUNTY

Route #1, Box 359, Anacortes, WA 98221

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

And whereas, both the owner and legislative 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:

TIMBER LAND
(Open Space and 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 the 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 Sections 9 and 12 Chapter 212 Laws of 1973 1st Ex. Sess.
- (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, or sale or transfer to an entity having 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, productivity of typical crops, and such similar information pertinent to continued classification and appraisal of the land.

Legal Description of Classified Land:

1. Section 2, Twp 35 N., Rge 1 EWM, the North 6 Ac. of Lot 6, LESS E 20', EXCEPT: West 200'. (5.24 Acres)
2. Section 2, Twp 35 N., Rge 1 EWM, Tax II Beg at NE Cor of SD Gov Lot 6, Th S 0°57'30" W Alg E Li of Sd Sub-Div 176.30' to a Pt on the S Li of N 6 Ac of Sd Lot 6 Th N 88°16' W Alg S Li 855.0' to the True POB for Desc Th Cont Alg S Li of N 6 Ac of Sd Lot 6, 675' M/L to the High Water Li of Bellingham Channel Th S'ly Alg Sd High Water Li 75' M/L to a Li which is 75' S of & Parl with the S Li of N 6 Ac of Sd Lot 6 Th 88°16' East 685' M/L to a Pt which is 0°57'30" W 75' Fr true POB Th N 0°57'30" E 75.0' to POB. (1.16 Acres)

800314

OWNERS AGREE TO ALLOW REASONABLE PUBLIC ACCESS FOR THE PURPOSE OF RECREATIONAL ACTIVITIES COMMENSURATE WITH THE AREA, EXCEPT THAT OWNERS MAY RESTRICT THEIR LAND FROM CAMPING AND MOTOR VEHICLES.

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 April 29, 1974

Granting Authority:

SKAGIT COUNTY ASSESSOR'S OFFICE

REQUEST OF
MAY 9 10:09 AM '74
ANN ROSS COUNTY CLERK AND NOTAR

SKAGIT COUNTY

City or County

By

Edward Miller

Title

Chairman

Board of County Commissioners

As owner(s) of the herein described land I (we) indicate 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

May 2, 1974

Duane J. Rogers
Owner(s)

(Must be signed by all Owners)

Subscribed and sworn to before me this 2nd day of

May, 1974



200106120099
Skagit County Auditor

[Signature]
Notary Public
Official Records

Date signed Agreement received by Legislative Authority

800314