UNOFFICIAL DOCUMENT

Return Address:

SKAGIT COUNTY ASSESSOR
700 S SECOND ST, ROOM 204
MOUNT VERNON, WA 98273

201610070011
Skagit County Auditor $77.00
10/7/2016 Page 1 of 5 10:11AM

Re-Record to Correct Legal

Document Title:
OPEN SPACE TAXATION AGREEMENT

Reference Number (if applicable): 760872

Grantor(s): [__] additional grantor names on page __.

1) SKAGIT COUNTY

2)

Grantee(s): [__] additional grantor names on page __.

1) NORMAN W NELSON

2) JEANNE NELSON

Abbreviated Legal Description: [X] full legal on page(s) 5

E 1/2 of W 1/2 of SW 1/4 Sec 26 TWP 35 N R 3 E W.M.
Portion of Sec 9, TWP 35 N RGE 3 E W.M.
NE 1/4 of SEC 16, TWP 35 N, RGE 3 E, W.M.

Assessor Parcel /Tax ID Number: [__] additional parcel numbers on page __.

P 33988
P 33981

APPLICATION NO. 167, A, B, C & D

760872

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

167 A,B,C+D

OPEN SPACE TAXATION AGREEMENT

This Agreement between NORMAN W. NELSON and JEANNE NELSON hereinafter called the "owner",

and (insert city or county) SKAGIT COUNTY

P.O. Box 444, Burlington, Wa 98233

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:

Farm and Agricultural
(Open Space, Farm and Agricultural, 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, or except those residence buildings for such individuals as are engaged in the care, use, operation or management of said 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 seven years the land owner makes a withdrawal request which request is irrevocable, to the assessor. Three 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), (7) or (8) 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.

(7) A breach of Agreement shall not occur if the change in use results from the sale of land classified under this Act within two years after the death of the owner of at least fifty percent of such land.

(8) Eminent Domain: When any permissible action in eminent domain for the condemnation of the fee title of the land under agreement is filed or when such land is acquired as a result of a sale to a public body, this Agreement shall be null and void as of the date the action is filed and thereafter the Agreement shall not be binding on any party to it.

(9) The County Assessor may require reports from classified land owners. If the owner fails to return a required report within ninety days, the Assessor may declare the Agreement in breach.

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Legal Description of classified land: 256.15 Acres:

This Agreement shall be subject to the following conditions:

REQUEST OF _____ SKAGIT COUNTY ASSESSOR'S OFFICE

'71 NOV 19 AM 11 38

ANN ROSS

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

Dated October 29th, 1971

Legislative Authority:

SKAGIT COUNTY
City or County

By Arnold M Hansen
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 NOV 18 1971

Norman W Nelson
Owner(s)

x Jeanne Nelson

(Must be signed by all Owners)

Subscribed and sworn to before me this

18 day of Nov, 19 71

John F Theisen
Notary Public

RECEIVED
NOV 19 1971
SKAGIT COUNTY
COMMISSIONERS

Date signed Agreement received by Legislative Authority _____

VOL 75 Official Records PAGE 897

760872

UNOFFICIAL DOCUMENT

760872

EXHIBIT "A"

UNOFFICIAL DOCUMENT

All parcels situated in the County of Skagit, State of Washington.

1. The East one-half (E½) of the West one-half (W½) of the Southwest quarter (SW¼) of Section twenty-six (26), Township thirty-five (35) North, Range 3 East of the Willamette Meridian.
NOTE: Tax Rolls state 34.32 acres.

2. The North half (N½) of the Southeast quarter (SE¼) and the North half (N½) of the Southwest quarter (SW¼) of the Southeast quarter (SE¼) of Section 9, Township 35 North, Range 3, East of the Willamette Meridian.
NOTE: Tax Rolls state 99.15 acres.

3. The SE¼ of the NW¼, Section 9, Township 35 N, Range 3, East of the Willamette Meridian.
NOTE: Tax Rolls state 39.60 acres.

4. (a). That portion of the NE ¼ of section 16, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at a point on the North line of said sub-division 1990.5 feet west of the Northeast corner thereof; thence East along the North line of said subdivision 668.7 feet; thence South 0°06'30" East along the center line of an existing ditch, 1715.0 feet, more or less, to the Northerly bank of the Samish River; thence Northwesterly along the Northerly bank of said river to a point that is South 0°06'30" East from the point of beginning; thence North 0°06'30" West 1500.0 feet, more or less, to the point of beginning, EXCEPT roads and EXCEPT that portion thereof, if any, lying within the boundaries of the West half of the West half of said NE¼.

(b). The South half of the SW ¼ of the SE¼ and the SE¼ of the SE¼ of Section 9, Township 35 North, Range 3 East, W.M. EXCEPT roads and EXCEPT the following described tract; Beginning at the Southeast corner of the SE¼ of the SE¼, said Section 9; thence North along the East line of said subdivision 112 feet; thence WEST parallel to the South line of said subdivision 83 feet; thence South to the South line of said subdivision; thence East along the South line of said subdivision to the pointof beginning, EXCEPT road.

This portion also includes two bunker silos, barn and rest shed.

NOTE: Tax Rolls state 83.08 acres.

TOTAL ACRES EXHIBIT "A": 256.15 ACRES

NEW LEGAL DESCRIPTION 760872

EXHIBIT ~~A~~ B

All parcels situated in the County of Skagit, State of Washington.

1. The East one-half (E½) of the West one-half (W½) of the Southwest quarter (SW¼) of Section twenty-six (26), Township thirty-five (35) North, Range 3 East of the Willamette Meridian.
NOTE: Tax Rolls state 34.32 acres.

2. The North half (N½) of the Southeast quarter (SE¼) and the North half (N½) of the Southwest quarter (SW¼) of the Southeast quarter (SE¼) of Section 9, Township 35 North, Range 3, East of the Willamette Meridian.
NOTE: Tax Rolls state 99.15 acres.

3. The SE¼ of the NW¼, Section 9, Township 35 N, Range 3, East of the Willamette Meridian.
NOTE: Tax Rolls state 39.60 acres.

4. (a). That portion of the NE ¼ of section 16, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at a point on the North line of said sub-division 1990.5 feet west of the Northeast corner thereof; thence East along the North line of said subdivision 668.7 feet; thence South 0°06'30" East along the center line of an existing ditch, 1715.0 feet, more or less, to the Northerly bank of the Samish River; thence Northwesterly along the Northerly bank of said river to a point that is South 0°06'30" East from the point of beginning; thence North 0°06'30" West 1[illegible].0 feet, more or less, to the point of beginning, EXCEPT roads and EXCEPT that portion thereof, if any, lying within the boundaries of the West half of the West half of said NE¼.

(b). The South half of the SW ¼ of the SE¼ and the SE¼ of the SE¼ of Section 9, Township 35 North, Range 3 East, W.M. EXCEPT

Roads and EXCEPT That portion of the Southeast Quarter of the Southeast Quarter of Section 9, Township 35 North, Range 3 East, W.M., described as follows:

Commencing at the Cased Brass Plug marking the Southeast corner of said Section 9; Thence North 88-37-35 West, along the South line of said Section 9 and centerline of the Field Road, for a distance of 219.65 feet; thence North 11-15-24 West for a distance of 20.50 feet to the North line of said Field Road and to the Point of Beginning of herein described tract: Thence continuing North 11-15-24 West for a distance of 112.10 feet; Thence North 75-58-01 West for a distance of 73.14 feet; Thence South 86-43-14 West for a distance of 38.76 feet; Thence South 04-00-42 West for a distance of 122.40 feet to the North line of said Field Road; thence South 88-37-35 East along the North line of said Field Road, for a distance of 140.14 feet to the Point of Beginning.

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