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## Open Space Taxation Agreement

### Chapter 84.34 RCW

(To be used for "Open Space" and "Timber Land" Classification or Reclassification Only)

Property Owner ARTHUR (WILLIAM) AND SUSAN HENRY

Property Address 11811 SUNRISE LANE, BURLINGTON WA 98233

Legal Description SEE ATTACHED EXHIBIT 'A'  
SECTION 35, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.

Assessor's Property Tax Parcel or Account Number P108448 AND PORTION OF P35380

Reference Numbers of Documents Assigned or Released C/U O/S F&A CONSERVATION APP #08-2016

This agreement between ARTHUR (WILLIAM) AND SUSAN HENRY transfer from F&A AF#791911  
hereinafter called the "Owner", and SKAGIT COUNTY  
hereinafter called the "Granting Authority".

Whereas, the owner of the above described real property having made application for classification of that property under the provisions of Chapter 84.34 RCW. And whereas, both the owner and granting authority agree 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 – RCW 84.34.020(1)(a) or (b)**
- ☒ **Farm and Agricultural Conservation Land (a sub classification of open space land) – RCW 84.34.020(1)(c)**
- ☐ **Timber Land – RCW 84.34.020(3)**

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 be used only in accordance with 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legislative body receives the signed agreement from the property owner and shall remain in effect until the property is withdrawn or removed from classification.
4. This agreement shall apply to the parcels of land described herein and shall be binding upon the heirs, successors and assignees of the parties hereto.

5. The landowner may withdraw from this agreement if, after a period of eight years, he or she files a request to **withdraw** classification with the assessor. Two years from the date of that request the assessor shall withdraw classification from the land, and the applicable taxes and interest shall be imposed as provided in RCW 84.34.070 and 84.34.108. This provision will not apply if there is a pending merger of a county's timber land classification and designated forest land program and the merger will occur prior to the date of withdrawal. If this occurs, the owner can choose to: (1) request immediate removal of the land from the timber land classification, (2) request immediate removal, after the merger, of the land from the designated forest land program, or (3) request the assessor to remove the land from the designated forest land program once two assessment years have passed following the receipt of the notice to withdraw. These removals will still be subject to the additional tax, interest, and penalty, or compensating tax.
6. After the effective date of this agreement, any change in use of the land, except through compliance with items (5), (7), (9), or (10), shall be considered a **breach** of this agreement, and shall be subject to removal of classification and liable for additional tax, interest, and penalty as provided in RCW 84.34.080 and RCW 84.34.108.
7. A **breach** of agreement shall not have occurred and the additional tax shall not be imposed if removal of classification resulted solely from:
- a) Transfer to a governmental 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 in anticipation of the exercise of such power and having manifested its intent in writing or by other official action;
  - c) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the land owner changing the use of such property;
  - d) Official action by an agency of the State of Washington or by the county or city where the land is located disallowing the present use of such land;
  - e) Transfer of land to a church when such land would qualify for exemption pursuant to RCW 84.36.020;
  - f) Acquisition of property interests by state agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 for the purposes enumerated in those sections (see RCW 84.34.108(6)(f));
  - g) Removal of land classified as farm and agricultural land under RCW 84.34.020(2)(f);
  - h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification;
  - i) The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120;
  - j) The creation, sale, or transfer of a fee interest or a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040;
  - k) The sale or transfer of land within two years after the death of the owner of at least a fifty percent interest in the land if the land has been assessed and valued as forest land under chapter 84.33 RCW, or under chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used; or
  - l) The discovery that the land was classified in error through no fault of the owner.
8. The county assessor may require an owner to submit data relevant to continuing the eligibility of any parcel of land described in this agreement.
9. The owner may apply for reclassification of the land if reclassification is permissible under RCW 84.34.070.
10. Changes to the conditions of this agreement could result in the re-rating of the parcel by the granting authority, subject to a public hearing, and may result in a change in assessed value. If the granting authority approves the changes in conditions, a revised agreement may be required.

The parcel(s) of land described in this agreement is subject to the following conditions:

The parcel(s) of land described in this agreement may be used in the following manner:

The parcel(s) of land described in this agreement may be removed if the land is used in the following manner:

It is declared that this agreement specifies the classification and conditions as provided for in Chapter 84.34 RCW and the conditions imposed by this Granting Authority. This agreement to tax according to the use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070).

Dated 11-29-2016

Olisa Janich  
Signature(s) of County and/or City Legislative Authority  
Chair,  
Shagit County Board of County Commissioners  
Title

Dated 11-29-2016

Ron Wesen  
Signature(s) of County and/or City Legislative Authority  
Commissioner,  
Shagit County Board of Commissioners  
Title

Dated 11-29-2016

Kenneth A. Dahlstedt  
Signature(s) of County and/or City Legislative Authority  
Commissioner,  
Shagit County Board of Commissioners  
Title

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

Dated 1/2/2017

ARTHUR W. HENNING  
(Must be signed by all owners)

Date signed agreement received by Legislative Authority

Prepare in triplicate with one copy to each of the following: Owner, Granting Authority, and County Assessor

To ask about the availability of this publication in an alternate format for the visually impaired, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711. For tax assistance, call (360) 534-1400.

EXHIBIT 'A'

TRACT 2 S/P #37-82, AF#8905080014, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M. EXCEPT THE WEST 170 FEET OF TRACT 2 S/P #37-82 AF#8905080014. TOGETHER WITH THAT PORTION OF LOT 2-A OF REVISED S/P #23-82 AF#8210270059 LYING EASTERLY OF SUNRISE LANE AS SHOWN ON SAID S/P & LYING NORTH OF THE SOUTH LINE EXTENDED WEST TO SAID SUNRISE LANE OF TRACT A OF S/P #44-77 AF#860873 & BEING A PORTION OF THE SW 1/4 OF SECTION 35 TOGETHER WITH THAT PORTION OF LOT 2-A DAF COMMENCING AT THE SE COR OF SAID SW 1/4 OF SEC 35 TWP 35N R 3 E THENCE N 0-32-30 W ALONG THE E LINE OF SD SW 1/4 ALSO BEING THE EAST LINE OF SD LOT 2-A FOR A DISTANCE OF 647 FT M/L TO THE SE COR OF TR A SKA CO S/P #44-77 AND ALSO BEING THE NE COR OF THAT CERTAIN PARCEL CONVEYED TO ROGER AND LUANN KNUITZEN BY WD AF#9610150044 THENCE S 89-22-20 W ALONG SAID S LINE OF TR A OR SOUTH LINE EXTENDED FOR A DISTANCE OF 170 FT TO THE WEST LINE OF A 30 FT EASEMENT AS SHOWN ON THE FACE OF THE S/P #44-77 BEING THE NW CORNER OF SD KNUITZEN PARCEL AND ALSO BEING THE TPB THENCE CONTINUE SOUTH 89-22-20 WEST FOR A DISTANCE OF 266.74 FEET, MORE OR LESS TO THE EASTERLY MARGIN OF THAT CERTAIN 60-FOOT WIDE EASEMENT FOR ROAD AND UTILITIES AS SHOWN ON THE FACE OF SAID REVISED SHORT PLAT #23-82 COMMONLY KNOWN AS SUNRISE LANE ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL CONVEYED TO ARTHUR W. HENRY AND SUSAN D. HENRY, HUSBAND AND WIFE BY STATUTORY WARRANTY DEED RECORDED UNDER SKAGIT COUNTY AF#9602290059 THENCE SOUTH 0-32-30 EAST ALONG SAID EASTERLY MARGIN OF SUNRISE LANE FOR A DISTANCE OF 644 FEET MORE OR LESS TO THE NORTHERLY RIGHT OF WAY MARGIN OF PETERSON ROAD ALSO BEING THE SOUTH LINE OF SAID LOT 2-A REVISED SHORT PLAT #23-82; THENCE NORTH 89-22-20 EAST ALONG SAID NORTHERLY RIGHT OF WAY MARGIN FOR A DISTANCE OF 266.74 FEET M/L TO SAID WEST LINE OF THE 30-FOOT EASEMENT SHOWN ON THE FACE OF SAID SHORT PLAT #44-77 BEING THE SOUTHWEST CORNER OF SAID KNUITZEN PARCEL AT A POINT BEARING SOUTH 0-32-30 EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 0-32-30 WEST ALONG SAID WEST LINE OF THE 30-FOOT EASEMENT FOR A DISTANCE OF 644.00 FEET M/L TO THE TRUE POINT OF BEGINNING. EXCEPT FOR THAT PORTION OF LOT 2-A REVISED S/P #23-82 AF#8210270059 DEFINED AS FOLLOWS: BEGINNING AT THE NW CORNER TRACT A S/P #44-77 AF#860873 (BEING A COMMON CORNER WITH SAID LOT 2-A REVISED S/P #23-82); THENCE SOUTH 15-21-51 WEST, 105.95 FEET; THENCE SOUTH 1-31-37 EAST, 218.17 FEET TO THE INTERSECTION WITH THE WESTERLY PROJECTION OF THE SOUTH LINE OF SAID TRACT A, S/P #44-77; THENCE NORTH 89-22-20 EAST, 25.29 FEET ALONG SAID PROJECTED SOUTH LINE TO THE SW CORNER OF SAID TRACT A, S/P #44-77, NORTH 0-32-30 WEST, 320 FEET ALONG THE WEST LINE OF SAID TRACT A S/P#44-77 TO THE TRUE POINT OF BEGINNING.