

COVER SHEET

9903160055

KATHY HILL
SKAGIT COUNTY AUDITOR

RETURN TO:

Skagit County Assessor

99 MAR 16 AIO:17

RECORDED _____ FILED _____
REQUEST OF _____

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

Open Space Taxation Agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

[| ADDITIONAL REFERENCE NUMBERS ON PAGE _____
OF DOCUMENT.

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

1. Skagit County Assessors

2.

3.

4.

[| ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

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

1. Roland Arvidson

2.

3.

4.

[| ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

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

Ptns in SW 1/4 Sec 21 Twp 36 Rge 9

[| ADDITIONAL LEGAL(S) ON PAGE A OF DOCUMENT.

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

360720-4-04-0006
360721-3-08-0005
360721-3-08-0203

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

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BK1959PGU103

OPEN SPACE TAXATION AGREEMENT

RCW 84.34

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

This Agreement between ROLAND ARVIDSON

hereinafter called the "Owner", and SKAGIT COUNTY

hereinafter called the "Granting Authority".

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: 360420-4-014-0006; 360421-3-008-0005 + 0203

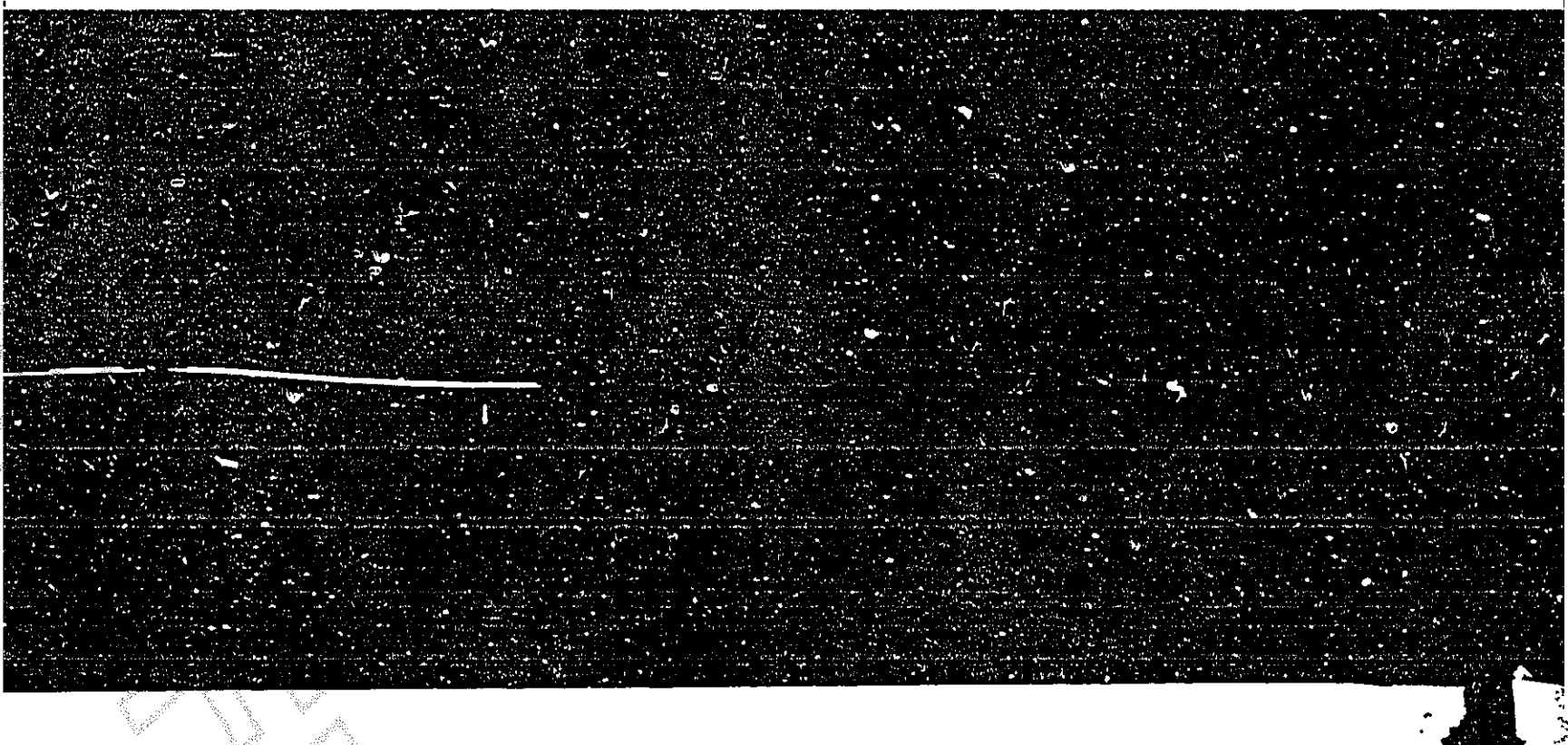
Legal Description of Classified Land: See Attachment "A"

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 as 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.
 - (g) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 84.04.130 (See RCW 84.34.108 (5g)).
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.



This Agreement shall be subject to the following conditions:

1. Applicant shall comply with Timber Management Plan prepared for this property by Webbs Forestry Services, Inc.
2. At time of harvest, applicant shall comply with any requirements of the Department of Natural Resources regarding harvest of timber.

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 16, 1996

Granting Authority

L. W. Anderson
City or County

CHAIRMAN, SKEGIT COUNTY BOARD
OF COMMISSIONERS
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 hereby accept the classification and conditions of this Agreement.

Dated April 23-96

Roland E. Anderson
Owner(s)

Dorothy C. Anderson
(Must be signed by all owners)

Date signed Agreement received by Legislative Authority APRIL 25, 1996

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

Owner(s)
Legislative Authority
County Assessor

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PROPERTY DESCRIPTION:

Attachment "A"
ORDER NO. T-42315

The West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 21, Township 36 North, Range 4 East W.M., lying South of the County Road (C.C.C. County Road), EXCEPT the Easterly 6 acres thereof, AND EXCEPT the following described tracts:

1. Beginning at the Northwest corner of said tract; thence Easterly along the C.C.C. Road 300 feet; thence South 175 feet; thence West 135 feet to the existing road; thence North along said road, a distance of 300 feet, more or less, to the point of beginning.

2. That portion of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 21, Township 36 North, Range 4 East W.M., lying Southerly of the C.C.C. Road described as follows:

Beginning at the Northwest corner of said subdivision; thence Southeasterly along the South line of said C.C.C. Road 300 feet; thence South 175 feet; thence West 135 feet, more or less, to East line of an existing road, and the true point of beginning of this description, said point being the Southwest corner of a tract conveyed to The Alderdale Union Sunday School by deed recorded June 30, 1958 as Auditor's File No. 567154; thence East along the South line of said Alderdale Union Sunday School Tract and said line extended East 208 feet; thence South 208 feet; thence West 208 feet, more or less, to the East line of an existing road; thence Northerly along said East line to the true point of beginning.

3. That portion of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 21, Township 36 North, Range 4 East W.M., lying Southerly of the C.C.C. Road described as follows:

Beginning at the Northwest corner of said subdivision; thence Southeasterly along the South line of said C.C.C. Road 300 feet; thence South 175 feet; thence West 135 feet, more or less, to East line of an existing road, said point being the Southwest corner of a tract conveyed to the Alderdale Union Sunday School by deed recorded June 30, 1958, as Auditor's File No. 567154; thence East along the South line of said Alderdale Union Sunday School Tract and said line extended East 208 feet; thence in a Southerly direction 208 feet parallel with road to the true point of beginning; thence Southerly 208 feet parallel with road; thence West 208 feet, more or less, to existing road; thence Northerly along said East line 208 feet, more or less, to a point that is West of the point of beginning; thence East to point of beginning.

4. That portion of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 21, Township 36 North, Range 4 East W.M., described as follows:

Beginning at a point on the South line of C.C.C. County Road 300 feet Southeasterly of intersection of said road line with the West line of said section; thence South 175 feet; thence West 135 feet, more or less, to the East line of an existing road; thence Southerly along said road 416 feet, more or less, to the Southeast corner of property conveyed to William Val McAdow and wife by deed dated December 28, 1970 and recorded January 28, 1971, under Auditor's File

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-Continued-

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PROPERTY DESCRIPTION:

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ORDER NO. T-42315

No. 148234; thence Southerly along said road line 80 feet to the true point of beginning; thence East 40 feet; thence Southerly parallel to the road 40 feet; thence West 40 feet to said road; thence Northerly along said road 40 feet, more or less, to the true point of beginning.

5. That portion of said Southwest $\frac{1}{4}$ lying Westerly of the County Road known as Humphrey Hill Road.

Situate in the County of Skagit, State of Washington.

Also South 190 ft of SE $\frac{1}{4}$ SE $\frac{1}{4}$ East of Road
Sec 20, Twp 36, Rge 4

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Official Records
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