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Skagit County Auditor

When Recorded Return to:

Open Space Taxation Agreement Chapter 84.34 RCW

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

Property Owner HENSLER FAMILY TRUST, ROY AND BERNICE HENSLER, TRUSTEES
Property Address 245 STATE ROUTE 9, SEDRO WOOLLEY, WA 98284
Legal Description SEE ATTACHED EXHIBIT 'A'
SECTION 6, TOWNSHIP 36 NORTH, RANGE 5 EAST, W.M.

Assessor's Property Tax Parcel or Account Number P115747

Reference Numbers of Documents Assigned or Released C/U OPEN SPACE LAND #19-2018

This agreement between HENSLER FAMILY TRUST, ROY AND BERNICE HENSLER, TRUSTEES

hereinafter called the "Owner", and SKAGIT COUNTY TRANSFER FROM C/U F&A AF#824042

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 built 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legislative body receives the signed agreement from the property owner and shall remain in effect until the property is withdrawn or removed from classification.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. A request may be filed with the assessor to withdraw from the program after the land has been classified for 10 or more years. No 20% penalty will be imposed. The applicable taxes and interest shall be imposed as provided in RCW 84.34.070.

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, wildfire or other such calamity rather than by virtue of the act of the landowner 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 April 9, 2019

Misa Jarichu
Signature(s) of County and/or City Legislative Authority
Chair of the Board of County Commissioners
Title

Dated April 9, 2019

Bon Wesen
Signature(s) of County and/or City Legislative Authority
County Commissioner
Title

Dated April 9, 2019

Kennet A. Dahlstedt
Signature(s) of County and/or City Legislative Authority
County Commissioner
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 6-4-19

Paul D. Hensler
Owner(s)
Bernice V Hensler
(Must be signed by all owners)

Date signed agreement received by Legislative Authority June 4, 2019

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

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EXHIBIT 'A'

PORTION OF LOT 3 OF SURVEY #7-141 AF#8712290002 LOCATED IN A PORTION OF GOVERNMENT LOTS 2 & 3 DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SECTION 6, AS SHOWN ON DEPARTMENT OF NATURAL RESOURCES SURVEY MAP NO. 302, DATED APRIL 1978; THENCE SOUTH 88-56-52 EAST, 117.68 FEET ALONG THE NORTH LINE OF SAID SECTION 6 TO THE SE CORNER OF SECTION 31, TOWNSHIP 37, RANGE 5, AS SHOWN ON DEPARTMENT OF NATURAL RESOURCES SURVEY MAP NO. 193, DATED APRIL 1974; THENCE CONTINUE SOUTH 88-56-52 EAST, 2484.25 FEET ALONG SAID NORTH LINE OF SECTION 6, ALSO BEING THE SOUTH LINE OF SAID SECTION 31, TO THE NW CORNER OF GOVERNMENT LOT 2 (NORTH 1/4 CORNER) OF SAID SECTION 6; THENCE CONTINUE SOUTH 88-56-52 EAST, 145.68 FEET ALONG SAID NORTH LINE OF SECTION 6 TO THE MONUMENTED SOUTH 1/4 CORNER OF SAID SECTION 31, PER SAID DEPARTMENT OF NATURAL RESOURCES SURVEY MAP NO. 193; THENCE CONTINUE SOUTH 88-56-52 EAST, 382.84 FEET ALONG SAID NORTH LINE OF SECTION 6; THENCE SOUTH 23-53-33 WEST, 319.08 FEET; THENCE SOUTH 26-51-03 WEST, 170.99 FEET; THENCE SOUTH 61-00-21 WEST, 522.81 FEET; THENCE SOUTH 10-40-08 WEST, 397.39 FEET; THENCE SOUTH 70-41-25 EAST, 88.36 FEET; THENCE SOUTH 22-35-15 EAST, 66.86 FEET; THENCE SOUTH 17-47-53 EAST, 115.59 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID PARCEL 3, RECORD OF SURVEY VOLUME 7, PAGE 141, AND BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 17-47-53 EAST, 195.68 FEET; THENCE SOUTH 12-24-16 EAST, 170 FEET, MORE OR LESS, TO AN INTERSECTION WITH AN EXSISTING EAST-WEST FENCE LINE; THENCE SOUTH 88-42-28 EAST, 1224.4 FEET, MORE OR LESS, ALONG SAID EAST-WEST FENCE LINE, OF FENCE LINE PROJECTED, TO THE WESTERLY MARGIN OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY; THENCE SOUTH 0-30-40 WEST, 124.5 FEET, MORE OR LESS, ALONG SAID WESTERLY MARGIN TO THE SOUTH LINE OF SAID GOVERNMENT 2; THENCE NORTH 87-11-01 WEST, 1296.09 FEET, MORE OR LESS, ALONG SAID SOUTH LINE TO THE SW CORNER OF SAID GOVERNMENT LOT 2, ALSO BEING THE SE CORNER OF SAID GOVERNMENT LOT 3; THENCE NORTH 87-10-07 WEST, 192.66 FEET, MORE OR LESS, ALONG SAID SOUTH LINE OF GOVERNMENT LOT 3, TO THE EASTERLY RIGHT OF WAY MARGIN OF STATE HIGHWAY NO. 9; THENCE NORTH 8-58-39 WEST, 290.05 FEET ALONG SAID MARGIN TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1120.92 FEET, THROUGH A CENTRAL ANGLE OF 5-28-53 AN ARC DISTANCE OF 107.24 FEET, MORE OR LESS, TO THE NORTHWESTERLY CORNER OF SAID PARCEL 3 AT A POINT BEARING SOUTH 80-20-50 WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 80-20-50 EAST, 227.75 FEET, MORE OR LESS, ALONG THE NORTH LINE OF SAID PARCEL 3 TO THE TRUE POINT OF BEGINNING.