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Elena Lao
Snohomish County Council
3000 Rockefeller Ave, M/S 609
Everett, WA 98201

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OPEN SPACE TAX AGREEMENT Rec: \$308.50
10/7/2025 1:38 PM 6 PG
SNOHOMISH COUNTY, WA

OPEN SPACE TAXATION AGREEMENT

CH. 84.34 RCW

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

This Agreement between Daniel and Rachel Skurdal hereinafter called the "Owner", and Snohomish 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 CH. 84.34 RCW:

Assessor's Parcel or Account Numbers: (28083000303500, 28083000303200, 28083000301300, 28083000303400, and 28083000300900)

Legal Description of Classified Land:

28083000303500 - Section 30 Township 28 Range 8 FDP SEG'D FOR TAX PURPOSES ONLY DF/OS: BEG INT E/W C/L GOVT LOT 10 & W LN SW1/4 SD SEC; TH N89°48'05E ALG SD E/W C/L DIST OF 414.38FT; TH S37°58'46E DIST OF 640.00FT; TH N19°40'21E DIST OF 743.90FT; TH S89°55'00E DIST OF 185.92FT TO E LN OF GOVT LOT 10; TH N00°07'46E ALG E LN GOVT LOT 10 DIST OF 411.59FT TO S LN OF N 47FT OF SD GOVT LOT 10; TH S89°55'13W ALG SD LNDIST OF 623.69FT; TH N00°04'47W DIST OF 47.00FT TO N LN GOVT LOT 10 SD SEC; TH N89°55'13E ALG N LN SD GOVT LOT 10 DIST OF 623.86FT TO W LN OF SW1/4 SD SEC; TH S00°11'08E ALG SD W LN DIST OF 654.04FT TO TPB; PER BLA 98-116367 REC AF200001260418; EXC ANY PTN LYG WHN N1/2 OF GOVT LOT 10 (REFER TO ACCT 3-009) OS 82

28083000303200 - SEC 30 TWP 28 RGE 08 FDP SEG'D FOR TAX PURPOSES ONLY DF/OS: BEG INT OF E-W C/L OF GOVT LOT 10 & W LN OF SW1/4 SD SEC; TH N89°48'05E ALG SD C/L DIST OF 414.38FT; TH S37°58'46E DIST OF 787.19FT; TH S00°19'05E DIST OF 30.00FT TO S LN SD SW1/4; TH S89°40'55W ALG SD S LN DIST OF 896.84FT TO SW COR SD SEC; TH N00°11'08W ALG W LN SD SW1/4 DIST OF 654.04FT TO TPB; PER BLA 98-116367 RECAF200001260418; OS **82**

28083000301300 - SEC 30 TWP 28 RGE **08** FDP SEG'D FOR TAX PURPOSES ONLY DF/OS: COM SW COR TH N00°11'08W ALG SD W LN SD SW1/4 DIST OF 654.04FT TO INT OF E-W C/L OF GOVT LOT 10 SD SEC & W LN SD SW1/4; TH N89°48'05E ALG SD C/L DIST OF 414.38FT; TH S37°58'46E DIST OF 640.00FT TO TPB; TH N19°40'21E DIST OF 743.90FT TH S89°55'00E DIST OF 185.92FT TO E LN SD GOVT LOT 10; TH S00°07'46W ALG SD E LN DIST OF 52.33FT TO N LN OF S 792FT SD SW1/4; TH N89°40'55E ALG SD N LN DIST OF 419.05FT TO WLY MGN OF REINER RD & CRV HVG TANG OF N12°19'37W; TH SLY ALG SD MGN DIST OF 130.95FT ALG CRV CONC TO W HVG RAD OF 244.28FT & C/A OF 30°42'49; TH CONT ALG SD MGN S18°23'12W TANG TO SD CRV DIST OF 72.18FT TO BEG OF CRV TANG TO SD LN; TH SLY DIST OF 176.70FT ALG CRV CONC TO E HVG RAD OF 722.07FT & C/A OF 14°01'16; TH S004°21'56W TANG TO SD CRV DIST OF 110.33FT; TH S03°51'04W DIST OF 143.80FT TO BEG OF CRV TANG TO SD LN; TH SLY & SELY DIST OF 174.79FT ALG CRV CONC TO E HVG RAD OF 304.42FT & C/A OF 32°53'53 TO S LN SD SW1/4; TH S89°40'55W ALG SD S LN DIST OF 719.70FT; TH N00°19'05W DIST OF 30.00FT; TH N37°58'46W DIST OF 147.19FT TO TPB; EXC ANY PTN LYG WHN N1/2 GOVT LOT 10; PER BLA 98-116367 REC AF200001260418; OS 82

28083000303400 - Section 30 Township 28 Range 8 FDP SEG'D FOR TAX PURPOSES ONLY DF/OS: COM SW COR TH N00*11 08W ALG SD W LN SD SW1/4 DIST OF 654.04FT TO INT OF E-W C/L OF GOVT LOT 10 SD SEC & W LN SD SW1/4; THN89*48 05E ALG SD C/L DIST OF 414.38FT; TH S37*58 46E DIST OF 640.00FT TO TPB; TH N19*40 21E DIST OF 743.90FT TH S89*55 00E DIST OF 185.92FT TO E LN SD GOVT LOT 10; TH S00*07 46W ALG SD E LN DIST OF 52.33FT TO N LN OF S 792FT SD SW1/4; TH N89*40 55E ALG SD N LN DIST OF 419.05FT TO WLY MGN OF REINER RD & CRV HVG TANG OF N12*19 37W; TH SLY ALG SD MGN DIST OF 130.95FT ALG CRV CONC TO W HVG RAD OF 244.28FT & C/A OF 30*42 49; TH CONT ALG SD MGN S18*23 12W TANG TO SD CRV DIST OF 72.18FT TO BEG OF CRV TANG TO SD LN; TH SLY DIST OF 176.70FT ALG CRV CONC TO E HVG RAD OF 722.07FT & C/A OF 14*01 16; TH S004*21 56W TANG TO SD CRV DIST OF 110.33FT; TH S03851 04W DIST OF 143.80FT TO BEG OF CRV TANG TO SD LN; TH SLY & SELY DIST OF 174.79FT ALG CRV CONC TO E HVG RAD OF 304.42FT & C/A OF 32*53 53 TO SLN SD SW1/4; TH S89*40 55W ALG SD S LN DIST OF 719.70FT; TH N00*19 05W DIST OF 30.00FT; TH N37*58 46W DIST OF 147.19FT TO TPB; EXC ANY PTN LYG WHN TAX ACCT 28083000301300; PER BLA 98-116367 RECAF200001260418; DF 76

28083000300900 - SEC 30 TWP 28 RGE 08 FDP SEG'D FOR TAX PURPOSES ONLY DF/OS: BEG INT E/W C/L GOVT LOT 10 & W LN SW1/4 SD SEC; TH N89*48 05E ALG SD E/W C/L DIST OF 414.38FT; TH S37*58 46E DIST OF 640.00FT; TH N19*40 21E DIST OF 743.90FT; TH S89*55 00E DIST OF 185.92FT TO E LN OF GOVT LOT 10; TH N00*07 46E ALG E LN GOVT LOT 10 DIST OF 411.59FT TO S LN OF N 47FT OF SD GOVT LOT 10; TH S89*55 13W ALG SD LN DIST OF 623.69FT; TH N00*04 47W DIST OF 47.00FT TO N LN GOVT LOT 10 SD SEC; TH N89*55 13E ALG N LN SD GOVT LOT 10 DIST OF 623.86FT TO W LN OF SW1/4 SD SEC; TH S00*11 08E ALG SD W LN DIST OF 654.04FT TO TPB; PER BLA 98-116367 REC AF200001260418; EXC ANY PTN LYG WHN S1/2 OF GOVT LOT 10 (REFER TO ACCT 3-035) DF-76

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:

 X 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 be used only 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 apply to the parcels of land described herein and shall be binding upon the heirs, successors and assignees of the parties hereto.
- (5) **Withdrawal:** The land owner may withdraw from this Agreement if, after a period of eight years, he or she files an irrevocable 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.
- (6) **Breach:** After the effective date of this Agreement, any change in use of the land, except through compliance with items (5) or (7) shall be considered a breach of this Agreement, and shall be subject to removal of classification and liable for applicable taxes, penalties, and interest as provided in RCW 84.34.080 and 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 such power in anticipation of the exercise of such power.
 - (c) 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.
 - (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 to a church when such land would qualify for property tax 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 (See RCW 84.34.108(5)(g)).
- (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.

This Agreement shall be subject to the following conditions:

As per Amended Motion No. 25-261 adopted on June 25, 2025, now on file in the office of the Snohomish County Council Clerk.

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

Granting Authority:

Dated June 25, 2025


Snohomish County Council Chair

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 and hereby accept the classification and conditions of this Agreement.

Dated 9/8/25


Owner(s)

(Please do not write in margins.)

(Must be signed by all owners)

Subscribed and sworn to before me this 8 day of September, 2025.

(Notary Seal – Please do not write or seal in margins.)

Amy L. Castonguay
Notary Public

in and for the State of Florida residing at Fort Walton Beach, FL

My commission expires July 5, 2028.



Granting Authority:

Signed Agreement received by

Shirline Loo

Date

9.16.2025

- (b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having such power in anticipation of the exercise of such power.
- (c) 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.
- (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 to a church when such land would qualify for property tax 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 (See RCW 84.34.108(5)(g)).
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Granting Authority:

Dated June 25, 2025


Snohomish County Council Chair

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 and hereby accept the classification and conditions of this Agreement.

Dated 9/12/25

N/A
Owner(s)

(Please do not write in margins.)

(Must be signed by all owners)



Subscribed and sworn to before me this 12th day of September, 2025.

(Notary Seal – Please do not write or seal in margins.)



Krisha Bautista
Notary Public

in and for the State of Washington residing at Monroe.

My commission expires July 1, 2028.

Granting Authority:

Signed Agreement received by

Melina Loo

Date

9.16.2025