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

## OPEN SPACE TAXATION AGREEMENT

CH. 84.34 RCW

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

This Agreement between MWAY Investment LLC 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: (28083400302100)**

Legal Description of Classified Land: SEC 34 TWP 28 RGE 08LOT 2 OF CITY OF SULTAN SP REC AF NO 9709105006 BEING A PTN OF NE1/4 SW1/4 OSA 77

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**                       **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. 23-272 adopted on July 19, 2023, 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 July 19, 2023

  
 \_\_\_\_\_  
 Snohomish County Council Chair

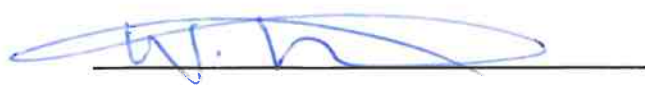
As owner(s) of the herein described land I (we) indicated by my (our) signature(s) that I (we) are aware of the potential tax liability and hereby accept the classification and conditions of this Agreement.

Dated 9/21/2023

  
 \_\_\_\_\_  
 Owner(s)

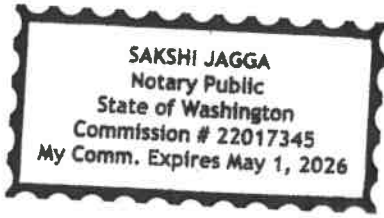
(Please do not write in margins.)

(Must be signed by all owners)

  
 \_\_\_\_\_

Subscribed and sworn to before me this 21 day of September, 20 23.

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



*Sigga*

Notary Public

in and for the State of Washington residing at Seattle.

My commission expires May 01, 2026.

Granting Authority:  
Signed Agreement received by *Melina Rno* Date 9-26-2023