

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

202308150220
OPEN SPACE TAX AGREEMENT Rec: \$205.50
8/15/2023 12:31 PM 3 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 Theodore & Annette Haines and Kevin Haines hereinafter called the "Owners", and Snohomish County hereinafter called the "Granting Authority".

Whereas the owners 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: (28051100100400, 28051100200100, 28051100203200)

Legal Description of Classified Land:

28051100100400 - Section 11 Township 28 Range 05 Quarter NE & NW SEGD FOR TAX PURP ONLY 8.71 AC CLASSIFIED IN OSA ON FDP LOT C SNO CO BLA NO 16-105844 BLA REC AFN 201605185006 & AFFIDAVIT REC AFN 201605180128 NOT INCL ANY PTN OF N1/2 NE1/4 NW1/4 SD SEC LY S OF THE FDL AS DEPICTED ON SURV REC AFN 201904105001 COM AT SE COR N1/2 NE1/4 NW1/4 SD SEC TH N1 12 52E ALG E LN OF SD N1/2 NE1/4 NW1/4 0.53FT TO THEINT WITH ELY EXT OF AN EXIST FENCELINE & TPB FOR THIS LN TH N87 21 47W ALG SD ELY EXT 41.32FT A FENCE COR, PT "A" TH CONT N87 21 47W ALG SD FENCELINE 176.65FT TO A FENCE COR, PT "B" TH N87 37 36W 203.22FT TO PT "C" TH N87 31 04W 388.51FT TO PT "D" TH CONT N87 31 04W 2.24FT TO ELY R/W LN OF FOSTER SLOUGH RD & TERM OF LN DESC PER BDY LN AGRMNT REC AFN 201909250185 & SURV REC AFN 201904105001 (REFER TO 28051100100401 FOR 6.38 AC TRANSF TO OSG-AG CONS-2011 - 8.71 ACRES REMAIN) OSA-1977

28051100200100 - Section 11 Township 28 Range 05 Quarter NW EXH F SNO CO PFN 16-105844- BLA REC AFN 201605180128 & AS DELINEATED AS PAR A ON ROS REC AFN 201605185006 BEING A PTN OF NW1/4 SD SEC 11 (4.98 OF 5.98 ACRES) OSA-1977

28051100203200 - Section 11 Township 28 Range 5 Quarter NW EXH E SNO CO PFN 16-105844- BLA REC AFN 201605180128 & AS DELINEATED AS PAR B ON ROS REC AFN 201605185006 BEING A PTN OF NE1/4 NW1/4 SD SEC 11 OSA-1977

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. 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 owners of the herein described land, we indicated by our signatures that we are aware of the potential tax liability and hereby accept the classification and conditions of this Agreement.

Dated 08/05/2023

(Please do not write in margins.)

(Must be signed by all owners)

[Signature]
[Signature]
Amette Hansen
Owner(s)

Subscribed and sworn to before me this 5th day of August, 2023.

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



[Signature]
Notary Public

in and for the State of Washington residing at Monroe.

My commission expires 03/23/2027.

Granting Authority:

Signed Agreement received by

[Signature]

Date

8.9.2023



Snohomish County Recording
A Division of the Auditor's Office

Garth Fell
County Auditor

Clifton Harty
Licensing and Recording Manager

Transaction # 2460495	Agent Code:	Source: _Counter
Receipt # 490829	Attention:	Returned: _Counter
Cashier Date: 08/15/2023	Name: THEODORE HAINES	
Cashier: SAUDLM	Address: 6831 FOSTER SLOUGH RD SNOHOMISH, WA 98290	

OPEN SPACE TAX AGREEMENT

Inst. #: 202308150220
From: HAINES THEODORE **To:** SNOHOMISH COUNTY
GENERAL RECORDING FEE V3 07232023 \$205.50
Pages: 3

PAYMENT: CHECK	4006	AMOUNT:	\$205.50
-----------------------	------	----------------	----------

<u>Total Payments:</u>	<u>Total Fees:</u>
\$ 205.50	\$ 205.50