

121103

OPEN SPACE TAXATION AGREEMENT
CH. 84.34 RCW

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

This Agreement between Jerry D. Shepardhereinafter called the "Owner", and Skamania 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: 04-07-27-300, to be lot 2 of proposed Shepard Short PlatLegal Description of Classified Land: Section 27, T4N, R7E W.M., NE 1/4, NE 1/4

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) Sale or transfer of land within two years after the death of the owner of at least a 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 where the land is located disallowing the present use of such land.
 - (f) Transfer to a church when 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 (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:

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1. All harvested areas, except a 1-acre homesite and the 1 acre open area adjacent to the homesite shall be restocked to 12 by 12 foot spacing with douglas-fir seedling or other type of tree species within 3 years of harvest or contain at least 100 tree/acre of at least 20 year old trees.
2. All newly planted areas that contain brush shall be slashed on a yearly basis in order to allow the conifers to out-compete the brush. This shall continue until the trees reach 6' in height.
3. The applicants management plan must be followed as a condition of approval.

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.

FILED FOR RECORD
SKAMANIA CO. WASH
BY Planning Dept

Granting Authority: SKAMANIA COUNTY, WASHINGTON

Dated 11/07/94

Nov 18 3 17 PM '94

Dean Evans

City or County

AUDITOR
GARY M. OLSON

Chairman, Board of County 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 and hereby accept the classification and conditions of this Agreement.

Dated

11-17-94

Jerry D. Shepard

Owner(s)

(Must be signed by all owners)

Date signed Agreement received by Legislative Authority

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

Owner(s)
Legislative Authority
County Assessor