

123857

OPEN SPACE TAXATION AGREEMENT  
CH. 84.34 RCW

BOOK 153 PAGE 762

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

This Agreement between The Cook Family Trust, by Darwin and Sharon Cookhereinafter called the "Owner", and Skamania County

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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: 2-6-26-3-700, 2-6-26-3-100, and 2-6-26-3-300

Legal Description of Classified Land: \_\_\_\_\_

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 assigns 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 a 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), (7) or (9) 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 and having manifest intent in writing or by other official action.
  - (c) A natural disaster such as a flood, wildfire, 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 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 84.04.130 (See RCW 84.34.108 (5)(f)).
  - (g) Removal of land classified as farm and agricultural land under RCW 84.34.020(2)(d).
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. Reclassification as provided in Chapter 84.34, RCW.



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This Agreement shall be subject to the following conditions:

See attached Exhibit A

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Planning Dept

Nov 21 9 07 AM '95

P. Lairy  
AUDITOR  
GARY M. OLSON

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: SKAMANIA COUNTY, WASHINGTON

Dated October 23, 1995

Melissa Carlson-Price

Chairman, Board of 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 11-20-95

Darwin F. Cook  
Owner(s)

Sharon A. Cook  
(Must be signed by all owners)

Date signed Agreement received by Legislative Authority October 23, 1995

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

Owner(s)  
Legislative Authority  
County Assessor



**Exhibit A**

Based upon the site plan, submitted with the forest plan, the following areas shall be exempted from each lot:

Lot 3, Tax Lot No. 2-6-26-3-700: Three acres for future homesite and oak/grass area.

Lot 4, Tax Lot No. 2-6-26-3-100: Three acres for future homesite, accessory structures, and grass area.

Lot 5, Tax Lot No. 2-6-26-3-300: Four acres for future homesite and grass area.

**Other conditions:**

1. Steep Slope Area above Woodard Creek, Lots 3 and 4:
  - a) Maintain current stocking.
  - b) Upon harvest:
    - i) All brush shall be removed by scarification.
    - ii) The property shall be replanted with a commercial type of tree within 3 years of harvest at not greater than 12' by 12' spacing.
    - iii) Thinning shall be conducted as is appropriate.
    - iv) All brush and non-commercial trees shall be chemically or mechanically removed from this stand.
2. Timbered areas of Lots 4 and 5:
  - a) in all areas that shrub/brush is interfering with productive tree growth, the shrub/brush shall be removed by mechanical or chemical treatment.
  - b) in all areas that are overstocked, thinning shall occur as soon as is possible in order to promote rapid growth and stand health.
  - c) Upon harvest:
    - i) All brush shall be removed by scarification.
    - ii) The property shall be replanted with a commercial type of tree within 3 years of harvest at not greater than 12' by 12' spacing.
    - iii) Thinning shall be conducted as is appropriate.
    - iv) All brush and non-commercial trees shall be chemically or mechanically removed from this stand.
3. Southern portion of Lot 3 between the road and the steep slope:
  - a) in all areas that shrub/brush is interfering with productive tree growth, the shrub/brush shall be removed by mechanical or chemical treatment.
  - c) Upon harvest:
    - i) All brush shall be removed by scarification.
    - ii) The property shall be replanted with a commercial type of tree within 3 years of harvest at not greater than 12' by 12' spacing.
    - iii) Thinning shall be conducted as is appropriate.
    - iv) All brush and non-commercial trees shall be chemically or mechanically removed from this stand.