

CITY OF REDMOND, WASHINGTON

RESOLUTION NO. 291

A RESOLUTION, relating to land use and open space, granting Current Use Assessment Application No. 1 pursuant to the provisions of RCW Chapter 84.34; and authorizing the Mayor and Clerk to sign the Open Space Taxation Agreement.

WHEREAS, Current Use Assessment Application No. 1 was filed by Carl Larsen, requesting classification of the property therein described as open space for purposes of taxation and use; and

WHEREAS, the Planning Commission duly held a public hearing on said application on April 12, 1972, and thereafter recommended to the City Council that the application be granted for use and taxation as open space and the City Council has concurred and approved the recommendations of the Planning Commission and Planning Director, Now, Therefore,

THE CITY COUNCIL OF THE CITY OF REDMOND DO RESOLVE AS FOLLOWS:

Section 1. Approval granted. Current Use Assessment Application No. 1, filed by Carl Larsen for the use and taxation of the following described property as open space pursuant to RCW Chapter 84.34, is hereby granted and approved subject to the conditions and provisions of this resolution.

Section 2. Property description. The real property included in C.U.A.A. #1 is described as follows:

Beginning at the southeast corner of the northwest quarter of the northeast quarter of section 25, township 25 north, range 5 east, W.M., thence north 1°13'21" east 328.39 feet thence south 88°26'26" west, 388.61 feet, thence south 1°13'21" west 100 feet, thence south 88°26'26" west 140 feet, thence south 1°13'21" west 105.20 feet, thence north 88°26'26" east 140 feet, thence south 1°13'21" west 123 feet, thence south 88°24'38" east 393.07 feet to the true point of beginning, all situated in King County, Washington.

Situated in the City of Redmond, King County, Washington.

Section 3. Location and general description. The property is located on 173rd Ave. N.E., just north of the Redmond City Limits and consists of 5-3/8 acres, with approximately 1/2 acre devoted to the residence and related structures and 1-7/8 acres in pasture land having a gentle to moderate slope and an ephemeral stream flowing through it. The final 3 acres comprise part of a steep ravine which is drained by two streams and is covered with mature and immature alders and other deciduous trees.

The property is situated between two residential subdivisions: Pitcairn View and Malibu Vista.

The property is designated residential in the Comprehensive Plan with the portion possessing excessive slopes recommended

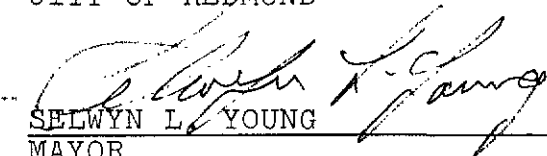
for "little or no development with maintenance of forestation" under the policies noted for steep slopes accompanied by the possibility of unstable soil conditions. By provision of the Redmond Comprehensive Plan, the portion of the property having steep slopes is eligible for current use tax assessment as open space. The portion of the property used for pasture and residential purposes would not qualify.

Section 4. Conditions of approval. No further conditions to the approval of this application are found to be necessary.

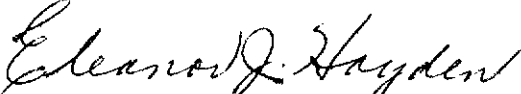
Section 5. Mayor and Clerk authorized to sign. The Mayor and City Clerk are hereby authorized and empowered to sign and execute the appropriate Open Space Taxation Agreement for this property.

PASSED by the Council of the City of Redmond, Washington, at a regular meeting thereof, and APPROVED by the Mayor this 18 day of April, 1972.

CITY OF REDMOND


SELWYN L. YOUNG
MAYOR

ATTEST:


ELEANOR J. HAYDEN
CITY CLERK

APPROVED AS TO FORM:


JOHN D. LAWSON
CITY ATTORNEY

OPEN SPACE TAXATION AGREEMENT

Prepare in Triplicate
with one completed copy
to each of the following:
Applicant
Legislative Body
County Assessor

This Agreement between Mr. Carl E. Larson
hereinafter called the "owner",
and (insert city or county) City of Redmond

Whereas the owner of the following described real property having made application for classification of that property under the provisions of RCW 84.34,

And whereas, both the owner and legislative authority desire 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

(Open Space, Farm and Agricultural, 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 only be used 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, or except those residence buildings for such individuals as are engaged in the care, use, operation or management of said 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 run with the 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 seven years the land owner makes a withdrawal request which request is irrevocable, to the assessor. Three years from the date of that request the assessor shall withdraw the land from the classification, and the applicable taxes and interest shall be imposed as provided in RCW 84.34.070.
- (6) Breach: After land has been classified and an Agreement executed, any change of the use of the land, except through compliance with items (5), (7) or (8) of this Agreement, shall be considered a breach of this Agreement, and subject to applicable taxes, penalties and interest as provided in RCW 84.34.080.
- (7) A breach of Agreement shall not occur if the change in use results from the sale of land classified under this Act within two years after the death of the owner of at least fifty percent of such land.
- (8) Eminent Domain: When any permissible action in eminent domain for the condemnation of the fee title of the land under agreement is filed or when such land is acquired as a result of a sale to a public body, this Agreement shall be null and void as of the date the action is filed and thereafter the Agreement shall not be binding on any party to it.
- (9) The County Assessor may require reports from classified land owners. If the owner fails to return a required report within ninety days, the Assessor may declare the Agreement in breach.

Legal Description of classified land:

Beginning at the southeast corner of the northwest quarter of the north east quarter of section 25, township 25 north, range 5 east, W.M., thence north 1°13'21" east 328.39 feet thence south 88°26'26" west, 388.61 feet, thence south 1°13'21" west 100 feet, thence south 88°26'26" west 140 feet, thence south 1°13'21" west 105.20 feet, thence north 88°26'26" east 140 feet, thence south 1°13'21" west 123 feet, thence south 88°24'38" east 393.07 feet to the true point of beginning, all situated in King County, Washington.

This Agreement shall be subject to the following conditions:

It is declared that this Agreement contains the classification and conditions as provided for in RCW 84.36 and the conditions imposed by this Legislative Authority.

Dated April 25, 1972

Legislative Authority:

CITY OF REDMOND

City or County

By Selwyn L. Young
Selwyn L. Young, Mayor Title

As owner(s) of the herein described land I (we) indicate 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 April 25, 1972

Carl E. Larson
Owner(s)

Larson W. Larson
(Must be signed by all Owners)

Subscribed and sworn to before me this 25th day of April, 1972

Stewart A. Hunter
Notary Public

Date signed Agreement received by Legislative Authority April 25, 1972