

AFTER RECORDING  
RETURN TO:

Forterra NW  
Attn: Real Estate Director  
5101 14th Ave NW  
Suite 200 #307  
Seattle, WA 98107

### Conservation Covenant

**Grantor:** The Town of Hamilton, Washington

**Grantee:** State of Washington, Department of Ecology (hereafter "Ecology")

**Brief Legal Description:** Lots 13-16, Block 24, THE HAMILTON TOWNSITE COMPANY'S SECOND ADDITION

**Tax Parcel Nos.:** P73732

#### RECITALS

- a. The Property that is the subject of this Covenant is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached ("Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.
- b. The purpose of this Covenant is to restrict activities and uses of the Property in order to ensure that the Property will be used to enable floodplain protection and/or restoration, as well as continued agricultural uses, and to permanently prevent the Property from future development.
- c. This document is an environmental (restrictive) covenant ("Covenant") executed pursuant to the Washington State Department of Ecology Grant Agreement No. SEAFBD-2325-FortNW-00031, dated 07/01/2023, and chapter 64.04 RCW.
- d. The restrictions contained within this Covenant are a condition of grant funding appropriated by the 2023 Washington State Legislature under section SB 5200 of the Capital Budget.

#### COVENANT

THE TOWN OF HAMILTON, as Grantor and fee simple owner of the Property herein covenants and declares on behalf of itself and all heirs, assigns, and successors in interest into whose ownership the below described real property might pass that the Property will be preserved and maintained in its natural state in perpetuity. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests the Grantor has in the property and shall run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

##### Section 1. General Restrictions and Requirements.

Any activity on, or use of the Property inconsistent with the purposes of the Covenant is prohibited. The following general restrictions and requirements shall apply to the Property:

**a. Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued preservation and maintenance of the areas identified in Exhibit A and continued compliance with this Covenant.

**b. Leases.** Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and will notify all lessees of the restrictions on the use of the Property.

**c. Preservation of Reference Monuments.** Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

#### **Section 2. Specific Prohibitions.**

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific, non-exclusive list of activities and uses are expressly prohibited on the Property:

- a.** Subdivision and residential development
- b.** Commercial, industrial, or agricultural development and/or use
- c.** Alteration of the land surface or water bodies
- d.** Timber harvest or other removal of vegetation

#### **Section 3. Permitted Uses and Activities.**

The following uses and activities are permitted on the Property.

- a.** Providing open space;
- b.** Enhancement of the river, stream, floodplain, and/or riparian area for fish and wildlife habitat;
- c.** Restoring the land in predetermined areas to natural habitat conditions by removing human structures, materials, waste, etc.;
- d.** Providing vegetation management of exotic species (such as reed canary grass, purple loosestrife, etc.);
- e.** Providing floodplain protection including allowing for construction of a setback levee, access for levee maintenance, repair, and associated levee elements;
- f.** Agricultural uses;
- g.** Agricultural infrastructure, including but not limited to barn(s), shed(s), fencing, irrigation, farm pad(s), farm access road(s), etc. as permitted by local land use regulations; and
- h.** Passive, non-motorized recreational uses, trails, wildlife observation areas, picnic areas, other public facilities consistent with the purposes of this Covenant.

#### **Section 4. Access.**

- a.** The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant, and enforce compliance with this Covenant and those actions.
- b.** No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

#### **Section 5. Notice Requirements.**

**a. Conveyance of Any Interest.** The Grantor, when conveying any interest within the area of the Property described and illustrated in Exhibits A and B, including but not limited to title, easement, leases, and security or other interests, must:

- i. Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance.
- ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

**NOTICE: THIS PROPERTY IS SUBJECT TO A CONSERVATION COVENANT GRANTED BY THE TOWN OF HAMILTON ON [DATE] AND RECORDED WITH THE SKAGIT COUNTY AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.**

- iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

**b. Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.

**c. Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology in writing of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

**d. Notification procedure.** Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

Town of Hamilton Attn: Clerk Treasurer 584 Maple Street P.O. Box 528 Hamilton, WA 98255 Phone # 360-826-2882	Lisa Nelson Washington State Dept of Ecology 15700 Dayton Ave N, Shoreline, WA 98133 Phone # 425-213-4843
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#### **Section 6. Enforcement and Construction.**

- a. This Covenant is being freely and voluntarily granted by the Grantor.
- b. Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with a copy of the Covenant and proof of recording.
- c. Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition

to any and all remedies at law or in equity. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.

- d. The Grantor shall be responsible for all costs associated with implementation of this Covenant.
- e. This Covenant shall be liberally construed to protect the conservation purposes for which this Covenant was granted.
- f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.
- g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The undersigned Grantor warrants it holds the title to the Property and has authority to execute this Covenant.

EXECUTED this 17 day of September, 2025.

Mandy Bates  
[signature]

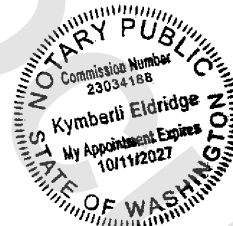
by: Mandy Bates  
[printed name]

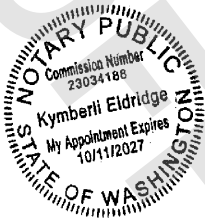
Title: Mayor

STATE OF WASHINGTON  
COUNTY OF SKAGIT

On this 17 day of September, 2025, I certify that Mandy Bates personally appeared before me, acknowledged that she is the Mayor of the Town of Hamilton that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of the Town, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument for the Town.

Kymerli Eldridge  
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Notary Public in and for the State of Washington <sup>15</sup>

Residing at 584 Maple Street Hamilton 98255

My appointment expires 10/11/2027

**Exhibit A****LEGAL DESCRIPTION**

Lots 13, 14, 15, and 16, Block 24, "The Hamilton Townsite Company's Second Addition to the town of Hamilton, Washington, as per plat recorded in Volume 2 of Plats, page 60, records of Skagit County, Washington.

TOGETHER WITH the real property vacated by the Town of Hamilton Ordinance No. 193, a certified copy of which is recorded in Skagit County Auditor's File No. 9510050041, legally described as follows:

The North 50 feet of Skagit Avenue abutting the South boundary of Lots 13-16, Block 24, "THE HAMILTON TOWNSITE COMPANY'S SECOND ADDITION TO THE TOWN OF HAMILTON, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 60, records of Skagit County, Washington, EXCEPT any portion of Michigan Avenue and Cumberland Avenue, AND EXCEPT the public right of way 80 feet in width as measured perpendicular to the Northerly boundary of Block 15 of said Plat, abutting the Northerly boundary of said Block 15.

**Exhibit B**

**PROPERTY MAP**

