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Skagit County Auditor

AFTER RECORDING RETURN TO:

Skagit Land Trust  
P.O. Box 1017  
Mount Vernon, WA 98273

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY *[Signature]*  
DATE 1/27/2026

**CONSERVATION COVENANT  
AND NOTICE OF FEDERAL PARTICIPATION**  
*(Samish Bay and Slough Protection – Alice Bay)*

**Grantor:** Skagit Land Trust  
**Grantee:** Washington State Department of Ecology including any successor agencies (Ecology)  
**Abbreviated Legal Description:** Ptn. Gov. Lot 3, Section 36, Township 36 North, Range 2 East & Ptn. Lot 6, Block 5, FREESTAD'S PLAT, FIRST DIVISION  
*(full legal description in Exhibit A)*  
**Tax Parcel #s:** Parcel No. P47464/360236-0-019-0037; P65490/3916-005-006-0109; P47470/360236-0-023-0023

**RECITALS**

- a. Skagit Land Trust, (Grantor) is the owner in fee simple of real property known as Alice Bay, located in Skagit County, Washington, (Property) more particularly described in Exhibit A and as shown in Exhibit B. Exhibits A and B are attached to this instrument and incorporated herein by reference. If there are differences between these two Exhibits, the legal description in Exhibit A shall control. The property contains approximately 1.06 acres plus tidelands.
- b. This document is an environmental (restrictive) covenant (Covenant) executed pursuant to Revised Code of Washington (RCW) Chapter 64.04; the Washington State Department of Ecology (Ecology) Grant Agreement No. SEANCWCP-2025-SkagLT-00061 (Agreement), incorporated by reference hereto; and the U.S. Fish and Wildlife Service (Service) Coastal Wetlands Grant No. F25AP00770 (Grant), which has the effective date of January 1, 2025. The Service awarded the Grant from the National Coastal Wetland Conservation Grant Program (CFDA #15.614), which was established under the Coastal Wetlands Planning, Protection, and

Restoration Act (16 U.S.C. §§ 3951–3956). The Office of Conservation Investment is the administrative subdivision of the Service that administers the Grant. A copy of the Grant is kept on file at the office of the Service, 911 NE 11th Avenue, Portland, OR 97232 and at the office of Ecology, 300 Desmond Drive SE, Lacey, WA 98504. A copy of the Agreement is also kept on file at the Ecology Headquarters.

Grantor is the subrecipient of the Service Grant and is responsible for implementing the project. The purpose of the Grant is to protect saltwater shoreline and estuarine and freshwater wetlands in perpetuity for conservation purposes. The Service approved appraised Property value is \$300,000. Of the total federally-accepted appraised Property value (\$300,000), the Grantor funded 100% of the purchase from the Coastal Wetlands Grant.

This project benefits Puget Sound freshwater and marine wetlands, nearshore water marine quality, migratory birds, raptors, and other wildlife and larger conservation efforts in the Puget Sound region. Grantor hereby acknowledges that the Property was acquired for this purpose and agrees to monitor and enforce the Property in perpetuity for the conservation of said lands and waters and the hydrology and natural heritage resources dependent thereon, consistent with the terms of the Grant and applicable regulations.

c. Grantor is creating this Covenant to ensure that the Property will be preserved and managed in perpetuity for the conservation purposes described above, and in accordance with all terms and conditions of the Grant. Grantor acknowledges that the Property is subject to all terms and conditions of the Grant and the Agreement and agrees to monitor the Property in perpetuity for the conservation of the Property's lands, waters, hydrology, and natural heritage resources dependent thereon.

## COVENANT

Grantor, as fee simple owner of the Property hereby grants to Ecology the following covenants. Furthermore, it is the intent of the Grantor that such covenants, and the Service's interest as provided herein, shall supersede any prior interests the Grantor has in the Property and shall run with the land in perpetuity 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 or the terms of the Grant is prohibited. Grantor declares and covenants on behalf of itself and all current and future owners of any portion of, or interest in, the Property that the Property will only be used for the purposes authorized in the Covenant. Any future purposes permitted under this Covenant, if any, must be mutually agreed upon by the Grantor, Ecology, and the Service. The following general restrictions and requirements also 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 Property and continued compliance with this Covenant. Grantor shall not convey any interest in any

portion of the Property without the express written consent of both Ecology and the Service as provided in Section 5 of this Covenant.

**b. Unauthorized Uses Prohibited.** Grantor shall ensure that the Property is used solely for the purposes authorized in this Covenant. Grantor may not allow or tolerate any activities on the Property that interfere with this Covenant. In the event of unauthorized activities on the Property, Grantor shall take steps to immediately prohibit such activities and notify Ecology as provided in Section 5 of this Covenant.

**c. 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. Grantor shall not lease the property without the express written consent of both Ecology and the Service as provided in Section 5 of this Covenant.

**d. 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.

**e. Compliance with Federal Regulations and Reporting Requirements.** There shall be no discrimination during the useful life of the Project. The Grantor shall also comply with all applicable federal regulations and reporting requirements, including but not limited to, 2 C.F.R. 200, 2 C.F.R. 1402, 43 C.F.R. § 17.204(c)(2), and 50 C.F.R. 84.

## **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 except for the purpose of restoring native habitat or habitat forming ecological processes.
- d. Timber harvest or other removal of vegetation, except for the purpose of restoring habitat, maintaining the Property and its boundaries, foraging or gathering in accordance with treaty rights and federal agreements with federally recognized tribes, noxious weed removal, or establishing appropriate public access.
- e. Granting road or utility easements through the property.
- f. Exploration for, and/or extraction of, minerals, hydrocarbons, soils, gravels, sand, or other minerals or naturally occurring elements.
- g. Hunting or trapping, except in accordance with treaty rights and federal agreements with federally recognized tribes, for removal of nuisance animals, or approved scientific monitoring.
- h. Recreational activities that cause wildlife disturbance, except those hunting, fishing, and gathering activities specifically allowed in Section 3.
- i. Any use that is otherwise inconsistent or interferes with the purposes of this Covenant or the terms of the Grant.

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

The following uses and activities are permitted on the Property, provided that they are consistent with the conservation purposes of the Grant and comply with applicable federal regulations:

- a. Reestablishment of native plants and enhancement of existing native plant communities to improve the overall quality of riparian habitat along the tributaries, streams, and wetlands located on the property.
- b. Habitat restoration and maintenance.
- c. Low-impact, sustainable forest practices to improve forest diversity and complexity so long as those forest practices have negligible negative impact on habitat, native fish and wildlife, water quality, open space, and environmental values, provided that any revenues derived from such forest practices will be applied to the restoration and stewardship of the Property.
- d. Removal of safety hazards, invasive species, and nuisance animals.
- e. Passive, non-motorized, pedestrian recreational use such as hiking and wildlife observation and low impact water access that does not negatively impact wildlife. The few existing parking spaces along Scott Road may remain.
- f. Development of trails, boardwalks, or viewing areas in a manner consistent with the purposes and permitted uses of this Covenant with express written consent of both Ecology and the Service as provided in Section 5 of this Covenant.
- g. Any other use or activity consistent with, and necessary to, fulfil 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 associated actions.
- b. This instrument does not convey a right of access or use by a third party to any portion of the Property.

**Section 5. Notice Requirements.**

- a. **Conveyance of Any Interest.** The Grantor shall not convey any interest in any part of the Property, including but not limited to, title, easement, leases, or security or other interests, without prior approval from the Service, obtained by using Ecology as a pass-through entity. In the event the Property is no longer necessary for the purposes of the Grant, Ecology will request disposition instructions from the Service in accordance with 2 C.F.R. § 200.311. Prior to executing any conveyance, Grantor 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 SKAGIT LAND TRUST ON \_\_\_\_\_, 2026 AND RECORDED WITH THE SKAGIT COUNTY AUDITOR UNDER 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 conveyance 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 twenty-four (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.

<p>Kari Odden Skagit Land Trust P.O. Box 1017 Mount Vernon, WA 98273-4302 Phone #: 360-428-7878 Email: kario@skagitlandtrust.org</p>	<p>Heather Kapust Washington State Department of Ecology SEA Program P.O. Box 47600 Olympia, WA 98504-7600 Phone # 360-407-0239 Email: SEAprgram@ecy.wa.gov</p>
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**Section 6. Modification.**

This Covenant may be amended or extinguished only with the concurrence of Ecology and the Service. Any amendment shall be consistent with the purpose of this Covenant and shall not affect its perpetual duration. All amendments shall be in writing, signed by Ecology, and recorded in the real property records of Skagit County, Washington.

**Section 7. Enforcement and Construction.**

- a. The Grantor freely and voluntarily grants this Covenant.
- b. The Grantor is responsible for all costs associated with implementation of this Covenant.
- c. Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with a copy of the Covenant and proof of recording.
- d. In the event of a violation of this Covenant, Ecology or the Service may require Grantor to correct adverse effects on the Property using non-federal moneys. Additionally, Ecology or the Service may take such injunctive, legal, or equitable action as appropriate. Ecology and the Service are each entitled to enforce the terms of this Covenant by resort to specific performance or legal process.
- e. All remedies available in this Covenant are in addition to all remedies at law or in equity. Enforcement of the terms of this Covenant is at the discretion of Ecology and the Service, and any forbearance, delay or omission to exercise the rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology or the Service of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology or the Service under this Covenant.
- f. This Covenant shall be liberally construed to protect the conservation purposes for which this Covenant was granted.
- g. The provisions of this Covenant are 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.
- h. 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.

**Section 8. Control.**

Nothing in this Covenant shall be construed as giving rise to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an owner or operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or the Washington State Model Toxics Control Act ("MTCA").



**EXHIBIT A**  
**LEGAL DESCRIPTION**

**PARCEL A:**

That portion of Government Lot 3 in Section 36, Township 36 North, Range 2 East, W.M.; described as follows:

Beginning at a point on the East line of said Government Lot 3 and the Southerly line of the County Road, which point bears South 1°35'00" East, a distance of 604.33 feet from the Northeast corner of said Government Lot 3;  
thence South 45°35'00" West along the Southerly side of said County road, a distance of 136.23 feet, which point is the true point of beginning of this description;  
thence continuing South 45°35'00" West along the Southerly side of said County Road, a distance of 83.33 feet;  
thence along a 57°17'45" curve to-the left, which has a radius of 100.00 feet, a distance along the arc of 135.95 feet to a point of reverse curve, at which point the tangent to said reverse curve bears South 32°18'47" East;  
thence Southeasterly along a curve to the right, having a radius of 306.48 feet, a distance along the arc of 15.74 feet;  
thence South 29°22'15" East, a distance of 23.34 feet to a point in the centerline of Siwash Slough;  
thence North 67°50'00" East along the centerline of Siwash Slough, a distance of 95.40 feet to a point on the West line of that certain tract conveyed to Floyd G. Squires Sr. by J.T. Squires Sr., recorded November 29, 1939 in Volume 178 of Deeds, page 345, records of Skagit County, Washington and filed under Auditor's File No. 319462;  
thence North 6°36'27" East along the West line of the aforementioned tract, a distance of 71.63 feet to a point on the Government Meander Line along the Easterly side of said Section 36;  
thence North 71°53'33" West along said Government Meander Line, a distance of 53.31 feet;  
thence North 5°36'27" East, a distance of 94.39 feet to a point on the Southerly line of the County Road and the true point of beginning of this description,

EXCEPT dike and ditch rights-of-way.

Situate in the County of Skagit, State of Washington.

**PARCEL B:**

That portion of Section 36, Township 36 North, Range 2 East, W.M., described as follows:

Beginning at a point on the East line of Government Lot 3 in said Section 36 and the Southerly line of the County Road; which point bears South 1°35'00" East, a distance of 604.33 feet from the Northeast corner of said Government Lot 3;  
thence South 45°35'00" West along the Southerly side of said County Road, a distance of 136.23 feet;  
thence South 5°36'27" West, a distance of 94.39 feet;  
thence South 71°53'33" East, a distance of 53.31 feet to a point on the West line of that certain tract conveyed to Floyd G. Squires, Sr. by instrument recorded November 29, 1939 in Volume 178 of Deeds, page 345, records of Skagit County, Washington;  
thence Northeasterly along the Northwesterly line of said Floyd D. Squires, Sr. tract to the East line of Government Lot 3 extended South in said Section 36;

thence North along said East line extended South to the point of beginning.  
Situate in the County of Skagit, State of Washington.

PARCEL C:

Tidelands of the second class as conveyed by the State of Washington, described as follows:

Beginning at a point 330 feet North and South 72° East, 191.4 feet from the center of Section 36, Township 36 North, Range 2 East, W.M.,  
thence North 72° West 290.4 feet;  
thence North 6°30' East 165 feet;  
thence North 50°30' East 244.2 feet;  
thence North 65° East 330 feet;  
thence South 55°15' East 99.66 feet;  
thence South 66°7' West 436.92 feet;  
thence South 21°37' East 331.98 feet;  
thence Westerly 33 feet to the true point of beginning.

EXCEPT that portion of the above described tract which lies Northerly of a line described as follows:

Beginning at a point 330 feet North and South 72° East, 191.4 feet from the center of Section 36, Township 36 North, Range 2 East, W.M.;  
thence North 72° West 290.4 feet;  
thence North 6°30' East 165 feet;  
thence North 50°30' East 244.2 feet;  
thence North 65° East 330 feet;  
thence South 55°15' East 99.66 feet;  
thence South 66°7' West 436.92 feet to a point which is the beginning of the described line;  
thence North 59°45'49" West a distance of 123.23 feet to a point on the center line of the said Section 36, Township 36 North, Range 2 East, W.M., which point is the end of the said described line.  
Situate in the County of Skagit, State of Washington.

PARCEL D:

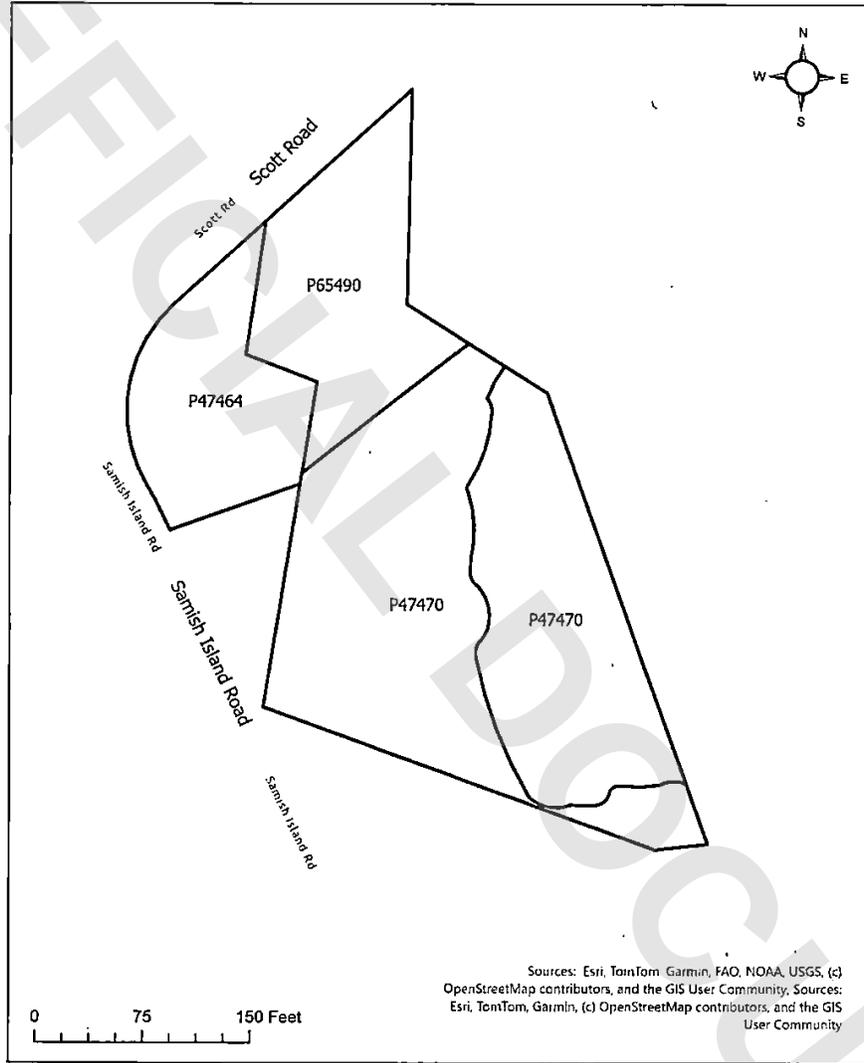
That portion of Lot 6, Block 5, "FREESTAD'S PLAT, FIRST DIVISION", as per plat recorded in Volume 7 of Plats, page 69, records of Skagit County, Washington, situate in Skagit County, Washington, which lies Southerly of a line described as follows:

Beginning at a point 330 feet North and South 72° East, 191.4 feet from the center of Section 36, Township 36 North, Range 2 East, W.M.;  
thence North 72° West 290.4 feet;  
thence North 6°30' East 165 feet;  
thence North 50°30' East 244.2 feet;  
thence North 65° East 330 feet;  
thence South 55°15' East 99.66 feet;  
thence South 66°7' West 436.92 feet to a point which is the beginning of the described line;  
thence North 59°45'49" West a distance of 123.23 feet to a point on the center line of the said Section 36, Township 36 North, Range 2 East, W.M., which point is the end of the said described line.

Situate in the County of Skagit, State of Washington.

**EXHIBIT B  
PROPERTY MAP**

Alice Bay - Samish Island Conservation Area  
Parcel Map



January 2026