



WHEN RECORDED RETURN TO:

Dean Maldonado
FDM Development / Construction
101 Mill Street
Ridgefield WA 98642

Please print or type information **Washington State Recorder's Cover Sheet** (RCW 65.04)

DOCUMENT TITLE(S) (or transaction contained therein) (all areas applicable to your document must be filled in)

Conservation Covenant Running w/ the Land

REFERENCE NUMBER(S) of Documents assigned or released:

NA

☐ Additional numbers on page ____ of document.

GRANTOR(S):

1. Dean Maldonado 2. _____
3. _____ 4. _____

☐ Additional names on page ____ of document.

GRANTEE(S):

1. City of Stevenson 2. _____
3. _____ 4. _____

☐ Additional names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Lots 1 & 2 of the ROCKCREEK COVE SHOA Plat,
recorded in Auditor's File No. 2021002217. Skamania
County Short Plat records

☒ Complete legal on page 6 of document.

Assessor's Property Tax Parcel #

02070100130200 / 02070100130300

☐ Additional parcel numbers on page ____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

"I am signing below and paying an additional \$50.00 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to Submitter: Do NOT sign above nor pay additional \$50 fee if the document meets margin/formatting requirements.

RETURN ADDRESS

Dean Maldonado

FDM Development/Construction Inc.

101 Mill Street

Ridgefield, Washington 98642

CONSERVATION COVENANT RUNNING WITH THE LAND

Grantor (owner):

Dean Maldonado

Grantee:

City of Stevenson

Legal Description:

Pg 6

Assessor's Property

Tax Parcel/Account

Number(s):

02070100130300, ~~02070100130400~~, and 02070100130200

Project Case No.:

A COVENANT to City of Stevenson, State of Washington, hereinafter "City," by the owner(s), Dean Maldonado, of certain real property identified in Exhibit "A" on behalf of themselves and all their heirs, assigns and successors in interest into whose ownership said property may pass, agrees that this covenant shall run with the land. It is the purpose of this covenant that certain fish and wildlife conservation areas and riparian habitat designated mitigation located within areas shown in Exhibit "B" will be maintained in a protected state as follows:

1. It is the purpose of this covenant to require that certain habitat areas as shown on the aforementioned plot plan will be maintained in a natural state in order to preserve and protect the ecosystem for the purpose of supporting fish and wildlife populations. Habitat mitigation sites subject to this covenant are required to be monitored and maintained in

accordance with the mitigation plan or conditions of approval of the associated City of Stevenson Critical Areas Permit.

2. The Property Owner shall not conduct or permit any activities within the designated conservation areas that would impair their ecological functions, including but not limited to clearing, grading, filling, excavation, construction, or installation of impervious surfaces, except as specifically allowed under SMC 18.13. The removal or alteration of native vegetation is prohibited unless conducted in accordance with an approved habitat management plan consistent with SMC 18.13. The use of pesticides, herbicides, and fertilizers is restricted to those approved for ecological restoration purposes.
3. Limited activities that support habitat enhancement and restoration are permitted within the conservation area. These may include ecological restoration, invasive species management, and the planting of native vegetation, as long as they are conducted in compliance with best management practices and consistent with an approved habitat management plan. Passive recreation, such as walking trails, may be allowed provided they do not degrade habitat functions as outlined in SMC 18.13.120.
4. Nothing in this covenant shall be construed to provide for public use of or entry into the habitat areas as shown on the above referenced plot plan. However, representatives and agents of City of Stevenson are hereby authorized to make reasonable entry upon such land for purposes related to administering this covenant: provided that owners or their heirs, successors or assigns are given at least 24 hours advance notice of any such entry.
5. The provisions of this covenant are enforceable in law or equity by City of Stevenson and its successors.
6. This Covenant and all its provisions shall run with the land and be binding upon all future owners, successors, and assigns. The restrictions and obligations set forth herein shall remain in perpetuity unless terminated or modified with the express written consent of the City and in compliance with applicable laws.
7. The Grantor reserves all other rights accruing from their ownership of the property including but not limited to the exclusive possession of the property, the right to transfer or assign their interest in the same; the right to take action necessary to prevent erosion

on the property, to protect the property from losing its habitat functions and values, or to protect public health or safety; and the right to use the property in any manner not prohibited by this covenant and which would not defeat or diminish the conservation purpose of this covenant.

8. This Covenant may only be amended with the mutual written consent of both parties and in accordance with applicable City regulations. Termination of this Covenant is not permitted unless authorized by the City and consistent with state and federal environmental regulations.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year indicated below.

Dated: 6/24/2025
month day, year

By: F. Dean Maldonado
Owner - Managing Member

STATE OF WASHINGTON)
) SS.
CITY OF RIDGEFIELD)

I hereby certify that I know or have satisfactory evidence that

F. Dean Maldonado
signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 6/24/2025

Tamra L. Alexander-Miller

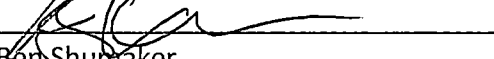
Notary Public
State of Washington
Tamra L. Alexander-Miller
Commission No. 65588
Commission Expires 12-01-25

City Approvals:

APPROVED AS TO FORM ONLY:

By: 

Robert C. Muth
Stevenson City Attorney

By: 
Ben Shumaker
Stevenson Critical Areas Administrator

Unofficial
Copy

Exhibit A

Legal Description(s)

Parcel I: 02070100130200

A tract of land located in the Southwest Quarter of the Northwest Quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1 of the ROCK CREEK COVE Short Plat, recorded in Auditor's File No. 2021002217. Skamania County Short Plat Records.

Parcel II: 02070100130300

A tract of land located in the Southwest Quarter of the Northwest Quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 2 of the ROCK CREEK COVE Short Plat, recorded in Auditor's File No. 2021002217. Skamania County Short Plat Records.