



Recording Requested By and  
When Recorded Mail To:

Methow Conservancy  
P.O. Box 71  
414 Riverside Avenue  
Winthrop, WA 98862

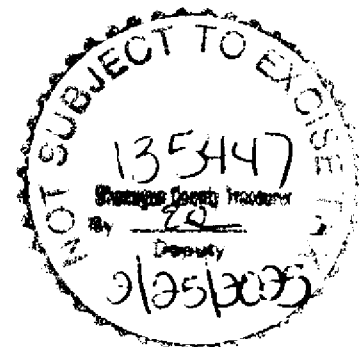
**FIRST AMENDMENT TO "STEAN" GRANT DEED  
OF CONSERVATION EASEMENT**

Grantor: LYNDA VAUGHAN and CHERI MCAVOY  
Grantee: METHOW CONSERVANCY  
Legal Description (abbreviated): TAX 156 PT SE W/RIVER, 11-34-21; SW SW W/RIV, 12-34-21;  
14-34-21 & TAX 45 PT W1/2 NW W/RIV 1/HWY, 13-34-21  
Additional legal(s) on Exhibit A-Amended  
Assessor's Tax Parcel ID's # 3421110156, 3421123003, 3421140028, 3421130045  
Reference Nos. of Related Documents: 3063907 and 3115481 (Original Grant Deed of  
Conservation Easement)

THIS FIRST AMENDMENT TO GRANT DEED OF CONSERVATION EASEMENT  
("Conservation Easement Amendment") is made as of the Effective Date hereof by and between  
LYNDA MICHELLE VAUGHAN, a single person, having an address at 621 Fawcett Avenue,  
Tacoma, WA 98402, and CHERI CAMILLE MCAVOY, a single person, having an address at 2839  
Marietta Street, Steilacoom, WA 98388, collectively, "Grantor"), and METHOW  
CONSERVANCY, a Washington Nonprofit Corporation, having an address at 414 Riverside  
Avenue, Winthrop, WA 98862, ("Grantee"), collectively, the "Parties"), to amend that certain  
Grant Deed of Conservation Easement recorded on July 30, 2003, in the official records of  
Okanogan County, Washington, under Auditor's File No. 3063907 and re-recorded on March 6,  
2007, in the official records of Okanogan County, Washington, under Auditor's File No. 3115481  
(collectively, the "Original Conservation Easement").

**RECITALS**

A. Grantor is the legal owner of certain real property in Okanogan County,  
Washington, consisting of approximately 57 acres, which property is subject to the Original  
Conservation Easement and is legally described in Exhibit A to the re-recorded Original  
Conservation Easement ("Protected Property"). Grantor is the successor-in-interest to the original  
grantor of the Original Conservation Easement.



B. Grantee is the holder of the Original Conservation Easement and legal beneficiary of the covenants, conditions and restrictions set forth in the Original Conservation Easement, which burdens the Protected Property and protects in perpetuity the Conservation Values identified in the Original Conservation Easement for the benefit of the public.

C. Grantor and Grantee desire to amend the Original Conservation Easement to clarify certain permitted or prohibited uses, correct certain errors and ambiguities in the Original Conservation Easement, and update the legal description of the Protected Property to reflect the two parcels resulting from a boundary line adjustment, which is more particularly described in this Conservation Easement Amendment, below.

### AGREEMENT

NOW, THEREFORE, for the reasons stated above, and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein and in the Original Conservation Easement, and for no monetary consideration, Grantor, as owner of the Protected Property, and Grantee, as beneficiary of the covenants, conditions and restrictions over the Protected Property set forth in the Original Conservation Easement, hereby amend the Original Conservation Easement as follows:

1. **Replacement of Exhibits.** From and after the Effective Date of this Conservation Easement Amendment, all references to Exhibit A and Exhibit B in the Original Conservation Easement and in the Baseline Documentation shall refer to Exhibit A-Amended and Exhibit B-Amended attached hereto. Exhibit A-Amended and Exhibit B-Amended replace in their entirety Exhibit A and Exhibit B in the Original Conservation Easement and in the Baseline Documentation, which have no further force or effect after the Effective Date of this Conservation Easement Amendment.
2. **Insertion of Baseline Documentation Date.** Section I.C. of the Original Conservation Easement is amended to correct the omission of the date of the Baseline Documentation and specify that the date of the Baseline Documentation is October 18, 2004.
3. **Amendment of Residential Use Provision.** Section V.B. of the Original Conservation Easement is hereby revoked and replaced in its entirety with the following provisions:

Residential Use. The construction, maintenance, renovation, expansion, replacement, or removal of buildings, structures, and improvements, including utilities and roads, within two (2) Residential Homesite Zones, subject to the following conditions and limitations:

1. No more than one (1) single-family dwelling is allowed in each of the two (2) Residential Homesite Zones shown on Exhibit B-Amended. For the purpose of this Easement, "dwelling" shall mean a structure containing sleeping and kitchen facilities for one or more occupants. Grantor may construct, maintain, renovate, expand, replace, and remove additional, non-residential structures and improvements associated with a dwelling, including,

but not limited to, garages, sheds, gardens, and lawns, provided that all such structures and improvements are located entirely within a Residential Homesite Zone, each of which shall not exceed a total of two and one half (2.5) contiguous acres, as shown on Exhibit B-Amended.

2. The more southerly of the two (2) Residential Homesite Zones includes the existing historical home, as depicted on Exhibit B Amended. Any new dwelling in this Residential Homesite Zone shall replace or remodel the existing dwelling such that no more than one (1) dwelling is located within this Zone.
  3. Within the Residential Homesite Zones, Grantor may clear brush, and prune, trim and remove trees for residential purposes, to enhance the view, and for fire protection.
  4. All activities and practices within the Residential Homesite Zones must be consistent with the Purpose of the Easement.
5. **Amendment of Fence Provision.** Section VI. of the Original Conservation Easement is hereby revoked and replaced in its entirety with the following provision:

Fences. The construction and maintenance of fences on the Property for the purposes of reasonable and customary management of livestock, habitat restoration activities, enclosing wildlife attractants (including but not limited to garbage or compost containers or gardens), or to mark the external boundaries of the Protected Property or the boundary between separately owned parcels of the Protected Property that this Easement permits. Wildlife impassable fencing is not permitted except to enclose wildlife attractants and garden areas within the Residential Homesite Zones.

6. **Amendment of Subdivision Provision.** Section VI.B. of the Original Conservation Easement is hereby amended to read as follows:

Subdivision. The Protected Property is currently divided into two (2) legal parcels pursuant to the Boundary Line Adjustment (BLA), recorded on January 28, 2025, in the official records of Okanogan County, Washington, at Auditor's No. 3282800, and shown on Exhibit B-1 attached hereto. Any further legal or "de facto" division, subdivision or partitioning of the Protected Property into more than two (2) parcels is prohibited. For purposes of this Easement, the terms "division" and "subdivision" include, but shall not be limited to, any subdivision, short subdivision, platting, binding site plan, testamentary division, or other process by which the Protected Property is divided into lots or in which title to different portions of the Protected Property is held in more than two (2) ownerships. Furthermore, the two legal parcels are configured to protect the Conservation Values, and their boundaries shall not be further adjusted without the prior approval of

Grantee. Each of the two parcels may be owned separately, provided title to each parcel is vested in a single ownership and in unified title, so that there are and will be no more than two (2) owners of the Protected Property at any given time. Forms of ownership may include tenants in common, a married couple, a Trust, or by an entity with one or more shareholders or members. This paragraph does not prohibit conventional leases of permitted dwellings on the Protected Property or leases for agricultural purposes (e.g., a lease with a short duration and without an automatic renewal).

7. **Residential Homesite Zones.** All references to "Residential Homesites" in the Original Conservation Easement shall hereafter mean "Residential Homesite Zones".

8. **Incorporation by Reference.** The Recitals and Exhibits to this Conservation Easement Amendment are incorporated herein by this reference.

9. **Ratification of Original Conservation Easement.** The Original Conservation Easement is hereby ratified and affirmed and shall continue in full force and effect except as expressly modified by this Conservation Easement Amendment. The undersigned Grantor and the undersigned Grantee expressly intend that the Original Conservation Easement as modified by the Conservation Easement Amendment shall be binding upon, and inure to the benefit of Grantor and Grantee, and the respective successors and assigns of each, and shall continue as a servitude running in perpetuity with the Protected Property. From and after the Effective Date of this Conservation Easement Amendment, all references to the "Conservation Easement" or the "Easement" within the Original Conservation Easement shall mean the Original Conservation Easement as modified by this Conservation Easement Amendment.

10. **Counterparts.** This instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same document, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

11. **Effective Date.** This Conservation Easement Amendment shall be effective as of the date of its recording in the official records of Okanogan County, Washington ("Effective Date").

12. **Priority Dates of Easement.** For purposes of determining priority of recorded third-party rights in and to the Protected Property, this Conservation Easement Amendment relates back to the dates on which the Original Conservation Easement was recorded and re-recorded in the official records of Okanogan County, Washington.

*{Signature pages to follow}*

IN WITNESS WHEREOF, the undersigned Grantor has set their hands on this date of  
February 20, 2025.

Cheri McAvoy

Lynda Vaughan

STATE OF WASHINGTON )

County of Pierce ) ss.

I certify that I know or have satisfactory evidence that Cheri McAvoy and  
Lynda Vaughan are the persons who appeared before me, and said persons  
acknowledged that he/she signed this instrument and acknowledged it to be his/her free and  
voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 20<sup>th</sup> day of February, 2025.



Vanessa E. Moore  
Notary Public in and for the State of  
Washington, residing at Lotenwood.  
My commission expires 11/09/2026.

**METHOW CONSERVANCY** does hereby accept the above Conservation Easement Amendment on this date of February 26, 2025.

Methow Conservancy,  
a Washington Nonprofit Corporation

By: *[Signature]*

Name: Kristen Kirkby

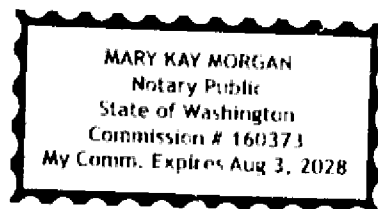
Title: Vice President

STATE OF WASHINGTON ;  
County of Okanogan ) ss.

I certify that I know or have satisfactory evidence that Kristen Kirkby is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Vice President of Methow Conservancy, a Washington nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 2 day of February, 2025.

Notary Public in and for the State of  
Washington, residing at Winth. q. 6A  
My commission expires Aug 3, 2028



**EXHIBIT A-AMENDED**  
**Protected Property**  
**Legal Description**



A PROFESSIONAL LIMITED LIABILITY COMPANY

**Parcel A**

That part of the North half of Southeast Quarter of Section 11, Township 34 North, Range 21 East, Willamette Meridian further described as follows;

Commencing at the Center of said Section 11, from which the West one quarter of said Section bears South 89°34'14" West, along the East West Center of Section line, a distance of 2631.85 feet; Thence North 89°34'14" East along the East West Center of Section line, for a distance of 1143.45 feet to the Easterly right of way of State Route 20 and the **POINT OF BEGINNING**;

Thence along said right of way South 34°29'03" East for a distance of 374.04 feet to a point of curvature;

Thence along said curve turning to the right with an arc length of 278.24 feet, with a radius of 2475.70 feet, with a chord bearing of South 31°15'52" East, with a chord length of 278.09 feet;

Thence leaving said right of way North 63°55'11" East for a distance of 51.07 feet;

Thence South 36°13'01" East for a distance of 95.91 feet;

Thence South 26°23'01" East for a distance of 58.60 feet;

Thence South 33°18'37" East for a distance of 93.77 feet;

Thence North 75°10'40" East for a distance of 127.90 feet more or less to the right bank of the Methow River;

Thence along said right bank North 00°16'05" West for a distance of 21.32 feet;

Thence continuing along said right bank North 05°51'04" West for a distance of 59.07 feet;

Thence North 05°34'07" East for a distance of 40.15 feet;

Thence North 01°55'01" West for a distance of 84.75 feet;

Thence North 05°01'24" East for a distance of 38.19 feet;

Thence North 03°56'15" West for a distance of 43.94 feet;

Thence North 01°42'55" East for a distance of 60.30 feet;

Thence North 01°32'00" West for a distance of 78.54 feet;

Thence North 05°37'26" East for a distance of 40.60 feet;

Thence North 01°29'04" West for a distance of 70.60 feet;

Thence North 01°58'18" East for a distance of 43.25 feet;  
Thence North 16°18'16" West for a distance of 46.79 feet;  
Thence North 04°26'37" West for a distance of 51.86 feet;  
Thence North 03°22'24" West for a distance of 27.71 feet to said East-West Center of Section line;  
Thence along said center Section line South 89°34'14" West for a distance of 639.64 feet to the  
Point of Beginning,

**EXCEPT:**

That portion conveyed to the State of Washington by deed recorded in Volume 123, Page 370.

Except any Easements and Right of Ways of record.

**Parcel B**

All that portion of Section 11 and 12, Township 34 North, Range 21 East, Willamette Meridian, as per Vol. 183, Pages 70 thru 71, Okanogan County records, Washington, lying Westerly of the Methow River and Easterly of a line being further described as follows:

Commencing at the Center of said Section 11, from which the West one quarter of said Section bears South 89°34'14" West, along the East-West Center of Section line, a distance of 2631.85 feet;  
Thence North 89°34'14" East along the East-West Center of Section line, for a distance of 844.72 feet to the **POINT OF BEGINNING**;

Thence from said Point of beginning South 32°09'44" East for a distance of 401.87 feet;  
Thence South 37°22'04" East for a distance of 460.01 feet;  
Thence South 22°57'29" East for a distance of 453.38 feet;  
Thence South 20°03'36" East for a distance of 1016.79 feet;  
Thence South 49°32'28" East for a distance of 195.87 feet more or less to the Right of Way of State Route No. 20 (Twenty);  
Thence South 16°06'01" East along said Right of Way for a distance of 459.51 feet more or less to the South line of said Section 11 and the intersection of said Right of Way.

**EXCEPT:**

Commencing at the Center of said Section 11, from which the West one-quarter of said Section bears North 89°59'59" West, along the East-West Center of Section line, a distance of 2631.85;  
Thence South 89°59'59" East along the East-West Center of Section line, for a distance of 844.72 feet to the **POINT OF BEGINNING**;

Thence from said Point of Beginning, South 31°42'37" East for a distance of 72.47 feet to a non-tangent curve;  
Thence along said curve turning to the left with an arc length of 80.80 feet, with a radius of 80.00 feet, with a chord bearing of North 37°11'32" East, with a chord length of 77.41 feet to said East-West center of Section line;  
Thence along said line South 89°59'32" West a distance of 84.88 feet to the Point of Beginning.



**ALSO EXCEPT:**

That part of the North half of Southeast Quarter of Section 11, Township 34 North, Range 21 East, Willamette Meridian further described as follows;

Commencing at the Center of said Section 11, from which the West one-quarter of said Section bears South 89°34'14" West, along the East-West Center of Section line, a distance of 2631.85 feet; Thence North 89°34'14" East along the East-West Center of Section line, for a distance of 1143.45 feet to the Easterly right of way of State Route 20 and the **POINT OF BEGINNING**;

Thence along said right of way South 34°29'03" East for a distance of 574.04 feet to a point of curvature;

Thence along said curve turning to the right with an arc length of 278.24 feet, with a radius of 2475.70 feet, with a chord bearing of South 31°15'52" East, with a chord length of 278.09 feet;

Thence leaving said right of way North 63°55'11" East for a distance of 51.07 feet;

Thence South 36°13'01" East for a distance of 95.91 feet;

Thence South 26°23'01" East for a distance of 58.60 feet;

Thence South 33°18'37" East for a distance of 93.77 feet;

Thence North 75°10'40" East for a distance of 127.90 feet more or less to the right bank of the Methow River;

Thence along said right bank North 60°16'05" West for a distance of 21.32 feet;

Thence continuing along said right bank North 05°51'04" West for a distance of 59.07 feet;

Thence North 05°34'07" East for a distance of 40.15 feet;

Thence North 01°55'01" West for a distance of 84.75 feet;

Thence North 05°01'24" East for a distance of 38.19 feet;

Thence North 03°56'45" West for a distance of 43.94 feet;

Thence North 01°42'55" East for a distance of 60.50 feet;

Thence North 01°32'09" West for a distance of 78.54 feet;

Thence North 05°37'26" East for a distance of 40.60 feet;

Thence North 01°29'04" West for a distance of 70.60 feet;

Thence North 01°58'18" East for a distance of 43.25 feet;

Thence North 16°18'16" West for a distance of 46.79 feet;

Thence North 04°26'37" West for a distance of 51.86 feet;

Thence North 03°22'24" West for a distance of 27.71 feet to said East-West Center of Section line;

Thence along said center Section line South 89°34'14" West for a distance of 639.64 feet to the Point of Beginning.

**EXCEPT:**

That portion conveyed to the State of Washington by deed recorded in Volume 123, Page 370.

Except any Easements and Right of Ways of record.

**TOGETHER WITH:**

The Northeast quarter of the Northeast quarter, Section 14, Township 34 North, Range 21 East, W.M. lying Easterly of State Route 20.

**ALSO TOGETHER WITH:**

That part of the West half of the Northwest Quarter of Section 13, Township 34 North, Range 21 East, Willamette Meridian, lying Easterly of the East right of way of Washington State Route No. 20 (Twenty) and West of the Methow River

**EXCEPTING;**

That part of the said West half of the Northwest quarter Section 13, lying South and East of the following described line;

Beginning at a point on the South line of said West half of Northwest quarter of Section 13, distant 385 feet from the Southwest corner thereof, run North 0°22' East a distance of 849.5 feet;

Thence North 22°23' East a distance of 232.3 feet;

Thence East a distance of 238.5 feet, more or less, to point of termination on the West bank of the Methow River.

**AND EXCEPT** that portion conveyed to the State of Washington by Deed recorded in Volume 130, page 607.

Stein Conservation Easement

Exhibit B

