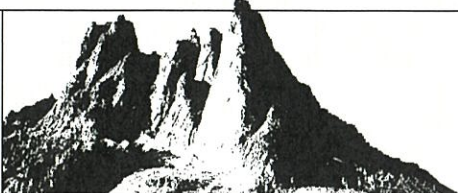


DATE:	June 4, 2025	
TO:	Okanogan County Hearing Examiner	
FROM:	Okanogan County Planning Department	
BY:	Rocky Robbins, Senior Planner	
SUBJECT:	Hancock Springs Variance	

ZONING VARIANCE:

“An adjustment in the application of the regulations of a zoning ordinance to a particular piece of property, in a situation where the property, because of special circumstances found to exist on the land, is deprived as a result of the imposition of the zoning regulations of privileges commonly enjoyed by other properties in the same vicinity and zone. A variance shall be limited to only that adjustment necessary to remedy the disparity in privilege. A variance shall not be used to convey special privileges not enjoyed by other properties in the same vicinity and zone and subject to the same restrictions. Economic hardship is not grounds for a variance.” Okanogan County Code (OCC 17.20.905), Title 17, Zoning.

APPLICATION PROCESS:

“When more than one application is submitted under a consolidated review and the applications are subject to different types of review procedure, all of the applications for the proposed development shall be subject to the highest level of review procedure which applies to any of the applications. Okanogan County Code (OCC 20.08.015.C), Title 20, Application Process.

Note: A variance does not dismiss the requirement of obtaining development permits.

Project Summary

On March 12th, 2025 a Variance application was submitted by Joshua Schkrohowsky. The Variance requested is for increased dimensional setbacks between the primary residential structure and a second residential accessory structure proposed on a 112+ acre farm property. The dimensional setback increase is needed to ensure that the location of the new proposed residence is located 1) outside of the mapped CMZ and frequently flooded areas, 2) are both located within the defined home site area approved under the applied Conservation Easement on the property that prohibits further subdivision or boundary adjustments. The property is within the Rural Residential zone which states that the accessory dwelling unit must be located no further than 100 feet from the primary dwelling unit. The Variance, if granted, would allow the residence to be constructed approximately 300 feet from the existing residence.

The property is located at 793 Wolf Creek Rd, Winthrop on parcel #3520150031.

Property Information

- Landowner: Joshua Schkrohowsky
- Tax Parcel: 3520150031
- Parcel Acreage: 112 acres
- Proposed Use: Residential
- Zoning: Rural Residential
- Fire District: Fire District 6
- Irrigation District: None

- Shoreline Designation: Conservancy
- Floodplain Designation: None

Parcel History and Characteristics

The parcel was purchased by the current owner on August 29, 2016. There is an existing residence and accessory dwelling unit on the parcel. According to the Assessor's website, the residence was constructed in 1940, there is no date showing when the second residence was constructed. The parcel is 91.83 acres. The parcel is zoned Rural Residential (RR). The RR zone district requires a 5-acre minimum, making this lot legal conforming. Lot coverage in the RR zone is restricted at 10%. The structures that are currently on the parcel cover less than 1% of the lot. A Conservation Easement was granted on the property in 2011. The Conservation Easement was amended 2/17/23 to allow building area outside of the CMZ.

Surrounding Land Uses

Surrounding land uses consist of residential uses.

Statement of Hardship from Applicant

Applicant's "Reason(s) variance is requested"- Summarized

The Variance requested is for increased dimensional setbacks between the primary residential structure and a second residential accessory structure proposed on a 112+ acre farm property. The Variance seeks approval of a 300'+/- separation between the two residential structures rather than the 100' separation set forth in OCC 17A 140.040

Applicant's Fact (s) of hardship - Summarized

The dimensional setback increase is needed to ensure that the location of the new proposed residence is located 1) outside of the mapped CMZ and frequently flooded areas, 2) are both located within the defined home site area approved under the applied Conservation Easement on the property that prohibits further subdivision or boundary adjustments.

Standards and Criteria

The Hearings Examiner shall consider the following standards and criteria in evaluating the Variance (*17.320.070 Okanogan County Zoning Code - Title 17*).

1. Any variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations of other properties in the vicinity and zone in which the subject property is situated.

Analysis

- The homesite allowed by the Conservation Easement restricts development to a predetermined area.
- The original homesite area was covered by the CMZ
- The applicant worked with the Conservation District to redefine the boundary of the homesite area to allow an area outside of the CMZ.
- Development is encouraged to take place outside critical areas if possible.
- The granting of the variance would not constitute a granting of special privileges.

2. Because of special circumstances applicable to subject property, including size, shape, topography, location and surroundings, the strict application of the zoning code is found to deprive the subject property of rights and privileges enjoyed by other properties in the vicinity and under identical zone classifications.

Analysis

- The property is within the Rural Residential zone. The Rural Residential zone states requires the ADU to be constructed within 100 feet of the main residence.
 - The previously defined homesite area is covered by the CMZ.
 - There is no site within 100 feet of the current residence that is outside of the CMZ.
 - The amended homesite area, granted by Methow Conservancy includes a build site outside of the CMZ.
 - There are two residences on the property that meet code requirements.
 - The applicant proposes to remove the kitchen from the second residence on the property to be allowed to construct the new residence.
 - The strict application of the zone code would not deprive the subject property of rights and privileges enjoyed by other properties in the area under the same zone however, it would contradict the intent of the Conservancy Easement and the SMP.
3. That the granting of the variance will not be detrimental to the public welfare or injurious to the property or improvements in which the subject property or improvements are situated.

Analysis

- A variance does not dismiss the requirement of obtaining development permits.
- The proposed location is outside of critical areas.
- The granting of the variance would not be detrimental to the public welfare or injurious to the property or improvements in which the subject property or improvements are situated.

Staff Analysis

Zoning

The purpose of the Okanogan County Zoning Code is to, “implement the Okanogan County Comprehensive Plan (as amended) and promote the general public health, safety and welfare of present and future inhabitants of Okanogan County” (OCC 17.10.030).

Rural Residential

Tax parcel number 3520150031 is within the Rural Residential zoning designation. The purpose of this district is to preserve the residential character and rural aspects of rural residential areas and provide rural/low-density development options compatible with residential areas which are consistent with Okanogan County’s comprehensive plan, including the Methow Valley more completely planned area sub-unit A. On lots which meet or exceed the minimum lot size requirement of the district, one additional attached or detached accessory dwelling is allowed. The accessory dwelling unit must be 1,500 square feet or less and must be located no further than 100 feet from the primary dwelling unit or structure.

Analysis

- The applicant requests a variance from the requirement of constructing the new residence within 100 feet from the current dwelling unit in order to place the structure outside of the CMZ. The Methow Conservancy allowed the boundary of the homesite area to be changed in order to create an area outside of the CMZ. Okanogan County encourages landowners to develop outside of critical areas whenever possible. Development in the CMZ is heavily regulated in order to ensure maximum protection of the resource.

Okanogan County Code Chapter 14.12, Critical Areas

REGULATION	APPLICABILITY
Frequently Flooded Area	N/A
Shoreline	N/A
Fish and Wildlife Habitat Conservation Area	YES
Severe Channel Migration Zone	YES
Wetlands	YES

Habitat Standards: These habitats are designated by non-regulatory maps on file in the Office of Planning and Development, as important to Fish and Wildlife. There are Northern Spotted Owl, level 2 Mule Deer Migration corridors, level 2 Mule Deer critical winter range and Harlequin Ducks on the property.

Okanogan County Code Shoreline Master Program

The county has chosen not to exercise its option pursuant to RCW [90.58.030](#)(2)(d)(ii) to increase shoreline jurisdiction to include buffer areas of critical areas within shorelines of the state. Therefore, as required by RCW [36.70A.480](#)(6), for those designated critical area with buffers that extend beyond SMA jurisdiction, the critical area and its associated buffer shall continue to be regulated by the county's critical area ordinance. In such cases, the updated SMP shall also continue to apply to the designated critical areas, but not the portion of the buffer areas that lies outside of SMA jurisdiction. All remaining designated critical areas (with buffers not extending beyond SMA jurisdiction) and their buffer areas shall be regulated solely by the SMP.

The CMZ is regulated by the SMP and extends the boundary of the Conservancy Shoreline Jurisdiction.

Severe Channel Migration zone (CMZ)

Channel migration zone (CMZ)" means the area along a river within which the channel(s) can be reasonably predicted to migrate over time as a result of natural and normally occurring hydrological and related processes when considered with the characteristics of the river and its surroundings. The CMZ is comprised of two areas defined as severe and moderate channel migration zones, which are delineated on maps maintained by Okanogan County. (Currently only maps for the Okanogan, Similkameen and Methow Rivers are available, and are attached as Appendix I to the resolution codified in this chapter).

a. Severe channel migration zones consist of the historic boundaries of channel migration; together with avulsion zones subject to rapid erosion during moderate to high stream flows; together with erosion expected within the next 50 years, measured from either the avulsion zones or the current stream channel (whichever is greater); less the area of potential channel migration limited by natural geologic features (such as a rock bluff); less the area of potential channel migration cut off by public infrastructure which is currently maintained.

b. Moderate channel migration zones consist of that portion of the 100-year horizontal floodplain, as defined by horizontal boundaries, which is outside the severe channel migration zone.

Okanogan County Code Chapter 15.08, Floodplain Management

The parcel is not located within the mapped boundaries of the 100-year floodplain.

Wetlands

Wetland information was not provided but are on the property. A wetland delineation may be required before development is approved.

State Environmental Policy Act (SEPA RCW 43.21C)

The environmental review and determination process are authorized and outlined in RCW 43.21C “SEPA”, WAC 197-11 “SEPA Rules”, and Okanogan County Code 14.04 “Environmental Policy”. This process is intended to ensure that environmental values are considered by state and local government officials when making decisions. This project is SEPA exempt under WAC 197-11-800.

Project Background

Applications submitted

March 12, 2025: An application was submitted for a variance from zone regulations in order to increase dimensional setbacks between residential structures.

Project Vested

April 9, 2025: Staff deemed the application complete and vested the application as Hancock Springs Variance 2025-3.

Commenting Agencies

April 16, 2025: The Office of Planning and Development forwarded to commenting agencies the notice of application and hearing date, as well as application material for their respective review and comment on VAR 2025-3.

Adjacent Landowner Noticing

April 16, 2025: A notice of application and hearing date for VAR 2025-3 was sent to adjacent landowners within 300 feet of the applicant’s parcel.

Legal Publishing

April 16, 2025: An announcement of application and hearing date for VAR 2025-3 was published in the Omak/Okanogan Chronicle.

Commenting Agencies

April 16, 2025: The Office of Planning and Development forwarded to commenting agencies the notice of application and change of hearing date, as well as application material for their respective review and comment on VAR 2025-3.

Attachments:

Attachment A	Application
Attachment B	Vicinity Map
Attachment C	Notices
Attachment D	Agency List and Comments
Attachment E	Adjacent Landowner List and Comments
Attachment F	Findings of Fact
Attachment G	Conclusion of Law
Attachment H	Proposed Conditions of Approval

Attachment A

Application



LAND USE APPLICATION FOR CITIES, COUNTIES AND THE COLVILLE CONFEDERATED TRIBES

(The City/County/Tribes may require that additional application forms be completed)



PROJECT TITLE: Hancock Springs Variance - home site location

Total Fees Paid \$ 2350 **Receipt #** 25888 **Initials** PK

Received
MAR 12 2025

Okanogan County

Planning and Development

THIS APPLICATION IS FOR (check one):

<input type="checkbox"/> Building Permit	<input type="checkbox"/> Short Form Development Permit	<input checked="" type="checkbox"/> Variance	<input type="checkbox"/> Conditional Use Permit (CUP)	<input type="checkbox"/> Short Subdivision (4 or fewer lots)	<input type="checkbox"/> Subdivision (5 or more lots)
<input type="checkbox"/> Binding Site Plan	<input type="checkbox"/> Petition for Rezone or Code Amendment	<input type="checkbox"/> Planned Development	<input type="checkbox"/> Flood Plain Development Permit	<input type="checkbox"/> Shoreline Development Permit or Exemption	<input type="checkbox"/> Other (specify) _____

APPLICANT INFORMATION:

Name: Joshua Schkrowsky

Mailing Address: PO Box 6433

City/State/Zip: Ketchikan, AK 99907

Email: jschkrowsky@gmail.com

Phone: 907-220-6041

SURVEYOR OR AGENT INFORMATION:

Name: Chris Johnson

Mailing Address: PO Box 666

City/State/Zip: Winthrop, WA 98862

Email: chrisj@methowsalmon.org

Phone: 509-429-1232

NAME AND ADDRESS OF PROPERTY OWNER, IF DIFFERENT FROM APPLICANT ABOVE:

Name: Same as Applicant

Phone: _____

Address: _____

City/State/Zip: _____

CHECK ONE: ☐ **Member**

Colville Tribal Member (Enrollment number _____) OR ☒ Non Tribal

CHECK ONE: ☐

Within the boundaries of the Reservation OR ☒ Outside the boundaries of the Reservation

TOWNSHIP 35 **RANGE** 20 **SECTION** 15

CHECK ONE: ☐ Trust land [allotment number(s)] 101-- 101--

☒ Fee Land [10 digit parcel number(s)] 3520150031

This property is located within the Methow Valley Floor **ZONING DISTRICT**

↓FOR OFFICIAL USE ONLY↓

After reviewing all relevant information about this land use application, the reviewing agencies hereby agree that

☐ The Colville Tribes ☐ Okanogan County ☐ Municipality of _____ will be the permitting agency.

Signature _____
Authorized Colville Tribal Representative

Date _____

Signature _____
Authorized County Representative

Date _____

Signature _____
Authorized City Representative

Date _____

PROJECT INFORMATION:

Brief Description of Proposal (kind of use, size, # of units, method of water supply and sewage disposal, etc.): Variance - dimensional requirements

The Applicant is seeking a variance from the specific requirements of Okanogan County Code 17A.140.040 (Accessory uses). ~~B. Accessory Dwelling Units. 1. On lots which~~ meet or exceed the minimum lot size requirement of the district, one additional attached or detached accessory dwelling unit is allowed. The accessory dwelling unit must be 1,500 square feet or less and must be located no further than 100 feet from the primary dwelling or structure.

General Description of location (miles from nearest town, water, highway, etc. Vicinity map to be attached): The site is approx 10.2 miles west of Winthrop on Hwy 20 - take Hwy 20 to

Wolf Creek Rd, turn left and travel 1.1 miles and your destination is on the right.

Name of Irrigation District:

N/A

Electrical Service Provider: _____

Name of Water System: Private Well

Name of Local Telephone Company:

Point of Legal Access (existing or proposed): Address is assigned at 793 WOLF CREEK RD

Official Use

Comprehensive Plan Designation: _____

Zone District: _____

Critical Areas Designations (Wetlands, Floodplain, etc.): _____

Please attach any other plans, specifications, or information as required by ordinance or guidelines.

Please see specific site plan requirements for Okanogan County applications.

SIGNATURE BLOCK

I am the applicant named on the reverse and hereby state that the foregoing information, and all information attached hereto, is true to the best of my knowledge.

Signature Chris Johnson Digitally signed by Chris Johnson
Date: 2025.02.25 14:53:33 -08'00' Date _____

Project Description

Provide a thorough explanation describing the purpose of the variance. This information shall be provided to the decision maker(s) in order to evaluate the proposal in conjunction with the "Standards and Criteria" form. It is understood that some information may be repetitive. Supplements to the project description are encouraged such as photos, drawings, surveys, easements and other contractual agreements, etc.

Of the 112 acres, 1.65 acres surrounding the original home is designated as the Homestead site. There are currently two dwellings on the property. The original farmhouse (3-bedroom, 1-bathroom) was preserved and restored and is currently the primary residence. The second dwelling has been in continuous use for more than 50 years and currently is used as the caretaker's house for the ranch.

The two structures are served domestic water from an existing groundwater well, established prior to the Methow Basin Rule and registered with the State Department of Ecology under Claim # 109784CL. Applicant's agent has confirmed the claim filing status / historic use of the Ground Water Claim with the WA Department of Ecology is not subject to the current limitations applied to new exempt wells in the Methow Basin. The Domestic well has served two residential connections for more than 50 years continuously and will be relied upon as a two-connection shared well following approval of the proposed Variance.

The Applicant is seeking a variance from the dimensional setback to accommodate construction of a new primary residency in the newly expanded corner of the Homestead site (see map). The original 1930 farmhouse will be retained and will continue to be used as a residential guest/caretaker's house. The existing structure utilized for residential caretakers housing will be converted to other non residential uses and will not retain a connection to the domestic water well.

The property is protected by a farmland conservation easement (AF# 3270123) in favor of the Methow Conservancy and the NRCS, which allows two separate residential homes to be located within the defined Homestead Site area. The homesite area includes each of the existing residential structures, but the location anticipated for construction of a new accessory residential structure is constrained by flood plain and Channel Migration Zone concerns.

The Applicant has spent 5 +/- years working with the Methow Conservancy and NRCS to modify the boundary of the Homestead Site to accommodate a surveyed building site outside of the currently mapped Methow River Severe Migration Zone.

Approval of the easement amendment has been approved by both the Methow Conservancy and NRCS and was recorded under AF#3270123.

Approval of the Variance requested will not provide any special considerations not

Standards and Criteria

A variance may be granted due to a hardship or unique circumstance that deprives a landowner from utilizing their property in a common manner. In accordance with OCC 17A.320.070 "Standards and criteria "are used to evaluate variance requests. It is the applicant's responsibility to provide the decision maker with sufficient information identifying how the proposal is consistent with each of the following four items.

- A. Any variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations of other properties in the vicinity and zone in which the subject property is situated.

Provide examples of how you meet this standard and criteria.

The Variance requested is for increased dimensional setbacks between the primary residential structure and a second residential accessory structure proposed on a 112+ acre farm property. The Variance seeks approval of a 300'+/- separation between the two residential structures rather than the 100' separation set forth in OCC 17A 140.040

The dimensional setback increase is needed to ensure that the location of the new proposed residence is located 1) outside of the mapped CMZ and frequently flooded areas, 2) are both located within the defined Home site area approved under the applied Conservation Easement on the property that prohibits further subdivision or boundary adjustments.

- B. Because of special circumstances applicable to the subject property, including size, shape, topography, location or surroundings, the strict application of the zoning code is found to deprive the subject property of rights and privileges enjoyed by other properties in the vicinity and under identical zone classifications.

Provide examples of how you meet this standard and criteria.

locating a new accessory residential structure in compliance with the RR Methow Zoning conflicts with the objectives of the Channel Migration Zone and Flood Damage Prevention regulations adopted for the Methow Valley. The proposed location will maintain the visual connectivity of uses on the large ranch property, while ensuring that the new structure does not face the predicted risks associated with channel migration.


- C. That the granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in which the subject property or improvements are situated.

Provide examples of how you meet this standard and criteria.

The ranch property contains 112+ acres of working agricultural lands and two existing residential structures. Approval of the variance will not change the density or nature of the uses and therefore will not be detrimental to the public welfare in any way. The requested variance will reduce risks to improvements on the subject property by relocating them outside the area identified as a migration area in the current CMZ.

Structures and uses existing on parcel:

Provide a brief description of the types of structures that exist on the parcel and the uses of those structures:


There are currently two dwellings on the property. The original farmhouse (3-bedroom, 1-bathroom) was preserved and restored and is currently the primary residence. The second dwelling has been in continuous use for more than 50 years and currently is used as the caretaker's house for the ranch. 

Existing Structure Dimensions: 40x 40 (inclusive of decks**) Structure Height to Peak: 26'

Existing Structure Dimensions: 24x24 Structure Height to Peak: 26'

Structures and uses to be added to parcel for project:

Provide a brief description of the types of structures that will be added to the parcel and the uses of those structures:

The proposed new residential use would not exceed 3,500 square feet and would be located within the surveyed homestead area. The proposed home would not exceed residential height standards for the RR District. ** The living space of the accessory structure is less than 1,500 square feet when decks are excluded per OCC 17A 20 560. 

Structure Dimensions: TBD Structure Height to Peak: TBD

Structure Dimensions: TBD Structure Height to Peak: TBD

Map:

Provide a comprehensive map of the project demonstrating existing structures, proposed structures, setbacks from property lines and any critical areas on the parcel or on adjacent parcels, locations of uses (such as stockpiling, vehicle maintenance or storage, loading and unloading, commercial structures, residence, garage, etc.), fencing, ingress and egress for the project, etc.

Photos:

Photos relevant to the project may be helpful. Provide at your discretion.

Additional documentation:

Please provide any additional documents relevant to the application. These could include plat maps, statements from adjacent landowners, elevation surveys, wetland delineations, etc.



Office of
Planning and Development
123 - 5th Ave. N. Suite 130 - Okanogan, WA 98840
(509) 422-7160 • FAX: (509) 422-7349 • TTY/Voice Use 800-833-6388
e-mail: planning@co.okanogan.wa.us

LANDOWNER/AGENT CONSENT FORM

I(we) the undersigned owner(s) of record of parcel no. 3520150031,
located at (physical address): 793 Wolf Creek Rd,
consent to and authorize (agent name), Chris Johnson,
to act on my/our behalf for the purposes of obtaining approval for (development type):
water adequacy/ zoning revision/ variance/
boundary line adjustment or other processes needed
submitted to the Okanogan County Office of Planning and Development.

I(we), as landowners of the above described property understand and agree to the following:

- I(we) are legal owners of the subject property and may act on behalf of any and all interested parties, financial and otherwise;
- I(we) are responsible for all activities occurring on the subject property;
- Okanogan County, its officers, and staff shall not be held liable for any activities arising from the actions of the above named agent;

Landowner

Name: Joshua Schkrahowsky
Address: PO Box 545
City, State, Zip: Winthrop WA 98862
Phone: 907-220-6041
Email: j.schkrahowsky@gmail.com

[Signature] 3/10/25
(Signature) (Date)

Authorized Agent

Name: Chris Johnson
Address: PO Box 666
City, State, Zip: Winthrop, WA 98862
Phone: (509) 429-1232
Email: _____

Chris Johnson Digitally signed by
(Signature) Chris Johnson
Date: 2025.02.10
16:15:17 -08'00'

Landowner

Name: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

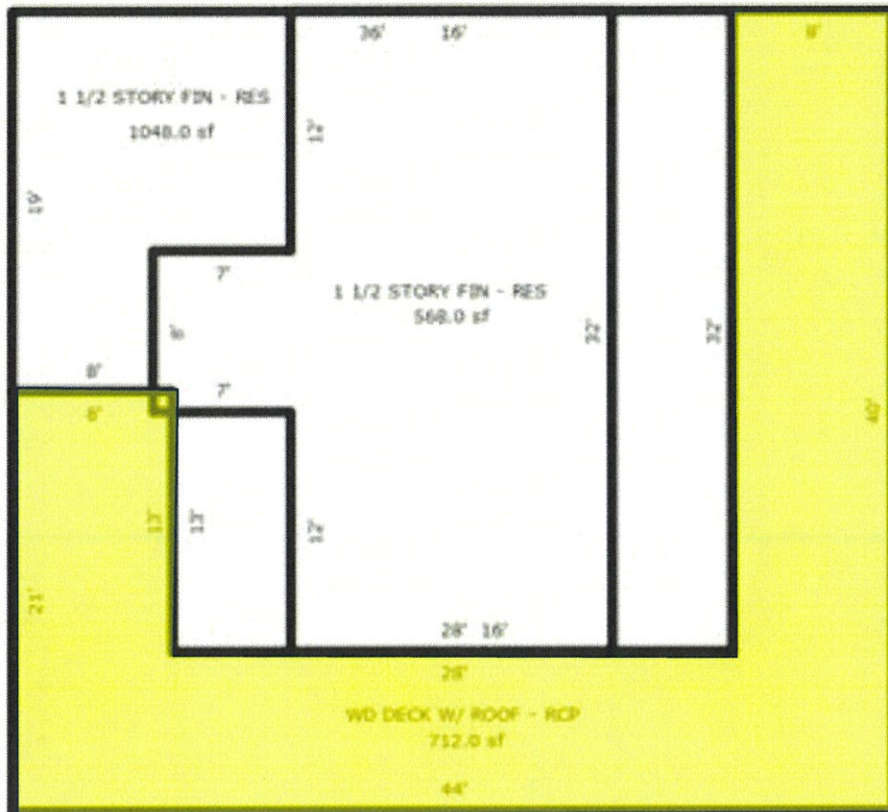
(Signature) (Date)

Authorized Agent

Name: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

(Signature) (Date)

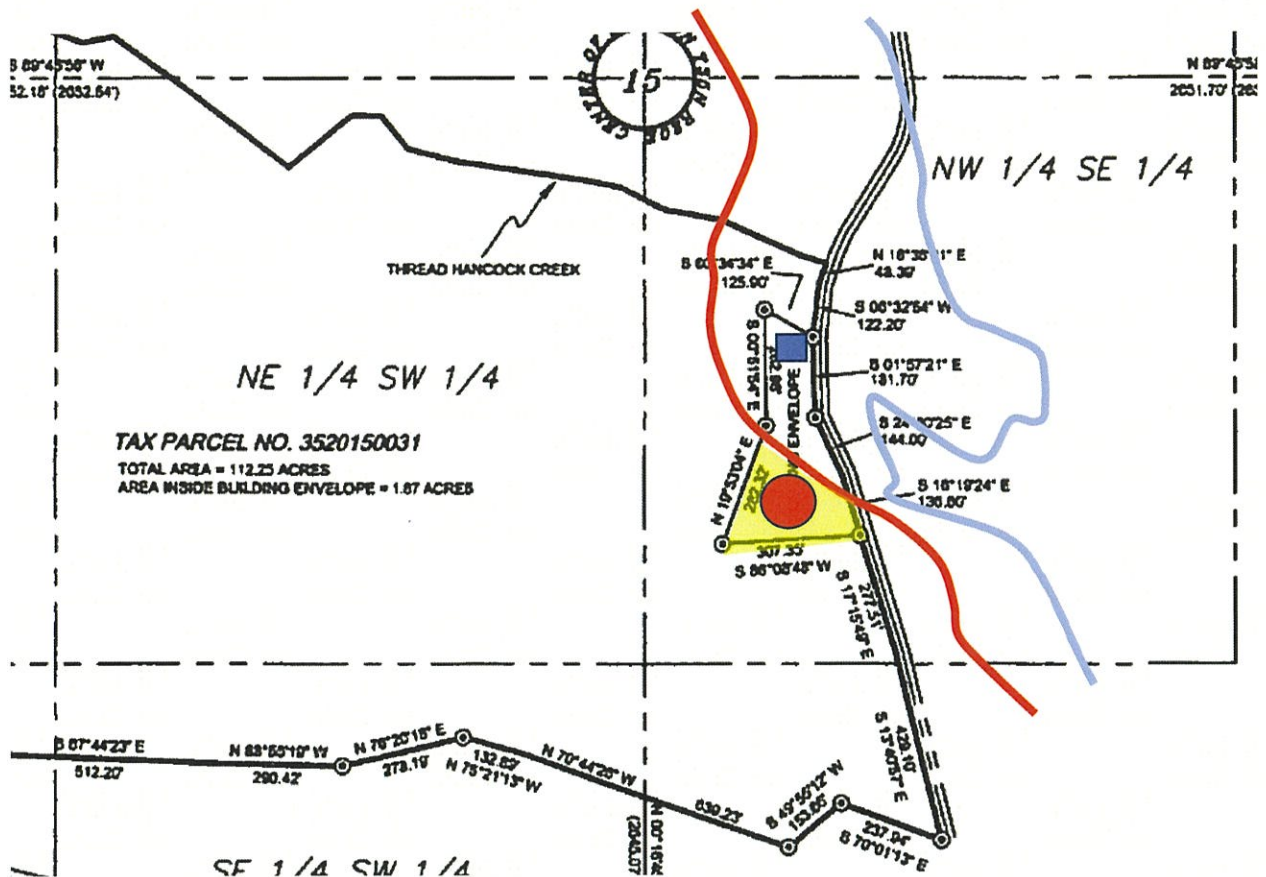
~If additional landowners, additional forms may be attached~



The Okanogan County Tax records identify the existing Farmhouse as including 1616 square feet of enclosed living area and 712 square feet of exterior deck (highlighted in yellow).

Based on the County Zoning definition for “Lot coverage” The portion of the lot covered by the roof projection or eaves beyond the wall of the building(s) and/or structure(s) is not included as lot coverage. (OCC 17A.20.560).

Accordingly, use of the existing residential structure as an accessory dwelling unit should be viewed as consistent with the requirements of OCC 17A.140.040 (B) (1) that The accessory dwelling unit must be 1,500 square feet, or less.



Blue represents approximate 100-Year Flood

Red represents approximate CMZ boundary

Yellow fill represents modification #1 to CE (expanded building footprint)

The area outside of the CMZ includes roughly 1.4 acres of land.

The reserved homesite would cover roughly 4,000 square feet of this area.

The distance between the existing residential structure (Blue Square) and the closest point of the approved building envelope (Red Circle) is approximately 300' based on Assessor's mapping.

Hancock Spring Ranch vision

Hancock Spring Ranch is a special place in the Methow Valley. Originally homesteaded in 1896. It later became a working dairy and the original barn, built in the 1930's, still stands. The 112-acre ranch has been preserved under a conservation easement to not only protect the native spring but the agricultural land as well. Extensive restoration work has been done to bring the property back to its origins. We did not want to tear down the historic home to build a larger more accommodating modern home but want to preserve the history of the buildings. We have spent several years restoring the old homestead site, including the dilapidated 1930 farmhouse. And a massive several-year riparian restoration project has been completed returning the spring to its natural form.

Of the 112 acres, 1.65 acres surrounding the original home is designated as the Homestead site. There are currently two dwellings on the property. The original farmhouse (3-bedroom, 1-bathroom) was preserved and restored and is currently our primary residence. The second dwelling was converted to a caretaker's house. The conservation easement allows two domiciles within the Homestead Site. We spent 5 years working with the Methow Conservancy and NRCS to adjust the boundary of the Homestead Site to allow for a building site outside of the currently mapped Methow River Severe Migration Zone. The amendment easement has been approved and the survey recorded. Our long-term vision is to build a new primary residency in the newly expanded corner of the Homestead site (see map) and use the original 1930 farmhouse as a guest/caretaker's house.

Methow Conservancy



March 6, 2025

Board of Directors

Benj Drummond
(President)

Kristen Kirkby
(Vice President)

Jessi Kelley
(Treasurer)

David Clement
(Secretary)

Ashley Ahearn

Teri Beatty

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Sarah Birkeland

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Manager
Daniel Senner

Education Programs
Coordinator
Bridger Layton

Conservation Easement
Manager
Liana Cabiles

Bookkeeper
Joanne Uehara

Membership Coordinator
Mary Morgan

Rocky Robbins
Senior Planner
Okanogan County Planning & Development
123 5th Ave N #130
Okanogan, WA 98840
Sent via email

Re: *Schkrohowsky Variance Request*

Dear Rocky,

Chris Johnson provided us with a copy of the pre-filing packet for the variance application Joshua Schkrohowsky submitted to Okanogan County. We can confirm the variance request is consistent with the Hancock Springs, LLC, Deed of Conservation Easement, as amended, provided the existing second home described in the application packet (the caretaker's house) is decommissioned and will no longer be used as a residence following completion of the new primary residence, and that construction of the new primary residence remains within the Farmstead Zone boundaries as shown on Exhibit B to the Conservation Easement and the Record of Survey submitted with the variance application. The variance application addresses both of these requirements.

If you have any questions, please don't hesitate to contact me.

Sincerely,

Sarah Birkeland
Land Project Manager

Maddie Hilts

From: Rocky Robbins
Sent: Tuesday, March 4, 2025 10:33 AM
To: Maddie Hilts
Subject: FW: Hancock Springs Variance
Attachments: Variance Packet Hancock build proposal.docx; Variance Exhibit Domestic GW Claim Burns G 109784CL .pdf; Variance Packet Record of Survey Recorded.pdf; 022525 Variance Application Hancock.pdf; Variance Packet Proposed Farmstead.pdf; Variance packet flood zone map.pdf; Variance Packet SCHKROHOWSKY homestead Marked.pdf; updated authorized agent form - chris johnson.pdf; Variance Packet Recorded First Amendment_Hancock Springs Ag_021723.pdf; Variance Packet Site Analysis Application.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Mads,

Will you please make a variance file for the attached documents? Chris is sending a check so just hold onto it until payment comes, please.

Thank you,

*Rocky Robbins
Senior Planner
Okanogan County Planning & Development
509-422-7117*

From: Chris Johnson <chrisj@methowsalmon.org>
Sent: Tuesday, February 25, 2025 4:41 PM
To: Rocky Robbins <rrobbins@co.okanogan.wa.us>
Subject: Hancock Springs Variance

Hi Rocky,

I am attaching a completed application and a number of supporting documents for your review for the Hancock Springs Variance Request for your review.

I would appreciate your review for completeness before I include fees - I think it should be complete, but will wait for your confirmation.

At the simplest, this is a variance for relief from dimensional standards in the Methow RR Zoning District that is needed to manage identified CMZ and flood risks on the only portion of the property where the applicants can build the desired accessory residential structure.

The applicant's property is constrained by a farmland conservation easement in favor of the Methow Conservancy and NRCS that was acquired prior to adoption of the CMZ by Okanogan County. The CE prohibits any Boundary Adjustments, Exempt Segregation Applications, Subdivisions, etc. that could normally be used to ensure that the desired residence is

located appropriately. Trust me, we have spent years trying to address what I see as mistakes in the application of the current easement.

The Ranch is served by an early water right claim filed before the Methow Basin Rule, and put to use decades before the claim was filed. I have reviewed the claim with Ecology's CRO and have been assured that it avoids the complications that would otherwise restrict use of an exempt well.

I believe that a strong argument can be made that the variance furthers the county's CMZ and flood objectives and helps preserve the viability of one of the last large working agricultural properties in the area.

I look forward to discussing any thoughts you may have to improve the application.

Thanks,

Chris

State of
Washington
Department
of Ecology



Water Right Claims Registration

Water Right Claim

RECEIVED
DEPARTMENT OF ECOLOGY

JUN 25 1979 137837

CASH ☐ OTHER ☐ NONE ☒

(Short Form) 48

Name ROBERT M BURNS, TRUSTEE

Address 2219 # 34 AVENUE SOUTH

SEATTLE WN

Zip Code 98144

Phone No. 725 7470

- 1) Source from which the right to take and make use of water is claimed: ☐ Surface Water ☒ Ground Water
If surface water, please indicate source: give name if known:

(River, stream, lake, pond, spring, etc.)

- 2) Purpose(s) for which water is used:

☒ Domestic ☐ Stockwatering ☐ Irrigation (lawn and garden) ☐ Other Use (specify) _____

- 3) Legal description of lands on which water is used:

WELL LOCATED IN THE BASEMENT OF A HOUSE IN THE NW 1/4 OF THE SE 1/4
OF SECTION 15 T 53N R 20 E ERM

NW

If located within the limits of a recorded platted property:

Lot _____ Block _____ of _____

(Give name of plat or addition)

In addition, please indicate Sec. 15 T. 35 N. R. 20 E E/W. W.M.

County in which lands are located OKANOGAN

DO NOT USE THIS SPACE

The filing of a statement of claim does not constitute an adjudication of any claim to the right to use of waters as between the water use claimant and the state or as between one or more use claimants and another or others. This acknowledgment constitutes receipt for the filing fee.

Date returned _____ This has been assigned
Water Right Claim Registry No. _____

JAN 17 1979 109784

Director, Department of Ecology

I hereby swear that the above information is true and accurate to the best of my knowledge and belief.

X Robert M Burns

Date 6/15/79

If claim filed by designated representative print or type full name and mailing address of agent below.

☐ Additional information relating to water quality and/or well construction is available.

ORIGINAL DOE




FILE OF \$2.00 MUST ACCOMPANY THIS WATER RIGHT CLAIM

Return all three copies with carbons intact, along with your fee to:
Department of Ecology, Water Right Claims Registration, Olympia, Washington 98504

HANCOCK SPRINGS AG EASEMENT

PROPOSED REVISED FARMSTEAD ZONE, VERSION 1



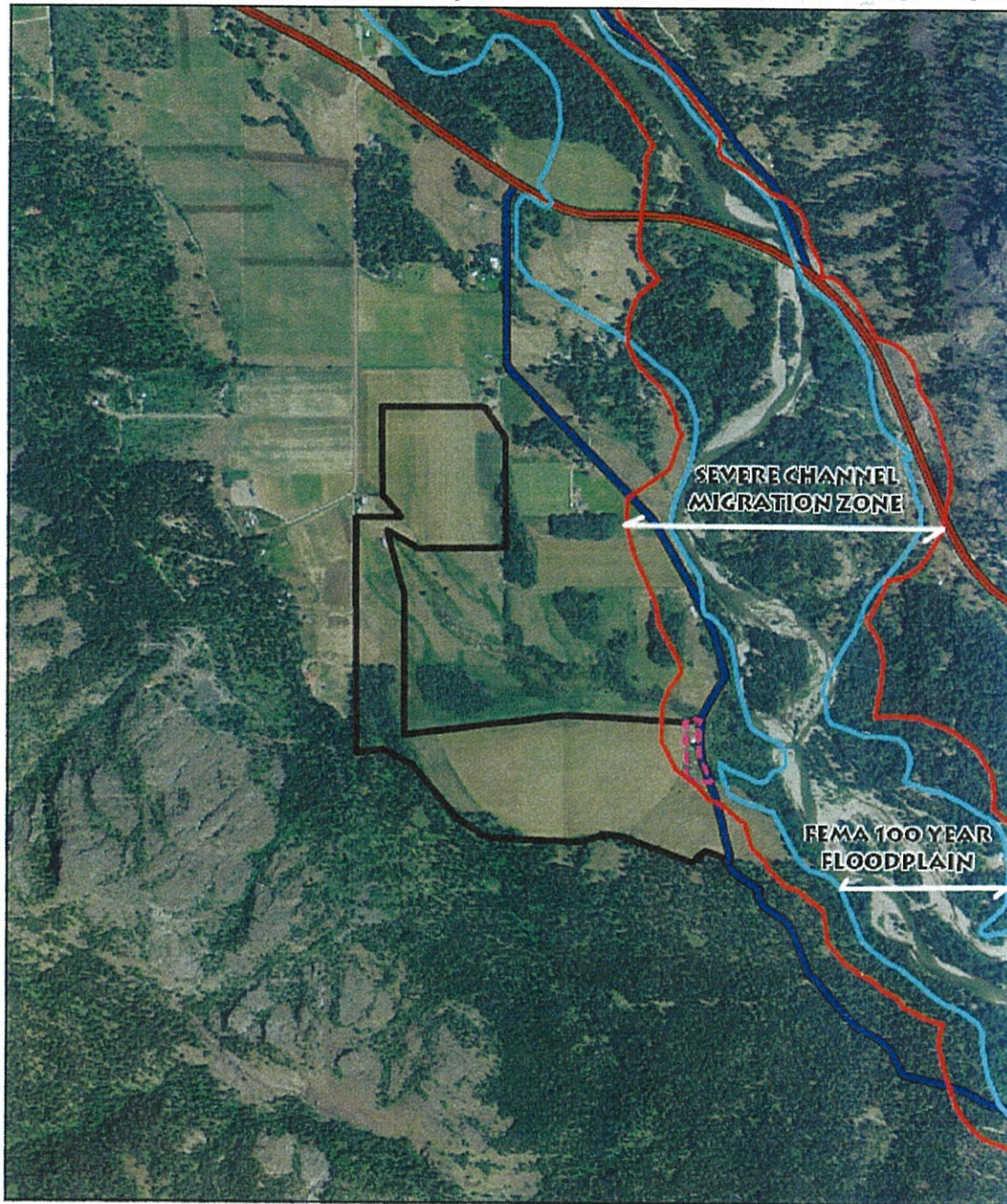
-  AGRICULTURAL CONSERVATION EASEMENT
-  EXISTING FARMSTEAD ZONE (FZ) = 1.65 ACRES
-  PROPOSED REVISED FZ, VERSION 1 = 1.65 ACRES

SCALE: 1 INCH = 157 FEET
AERIAL: NAIP 2015
11/28/17



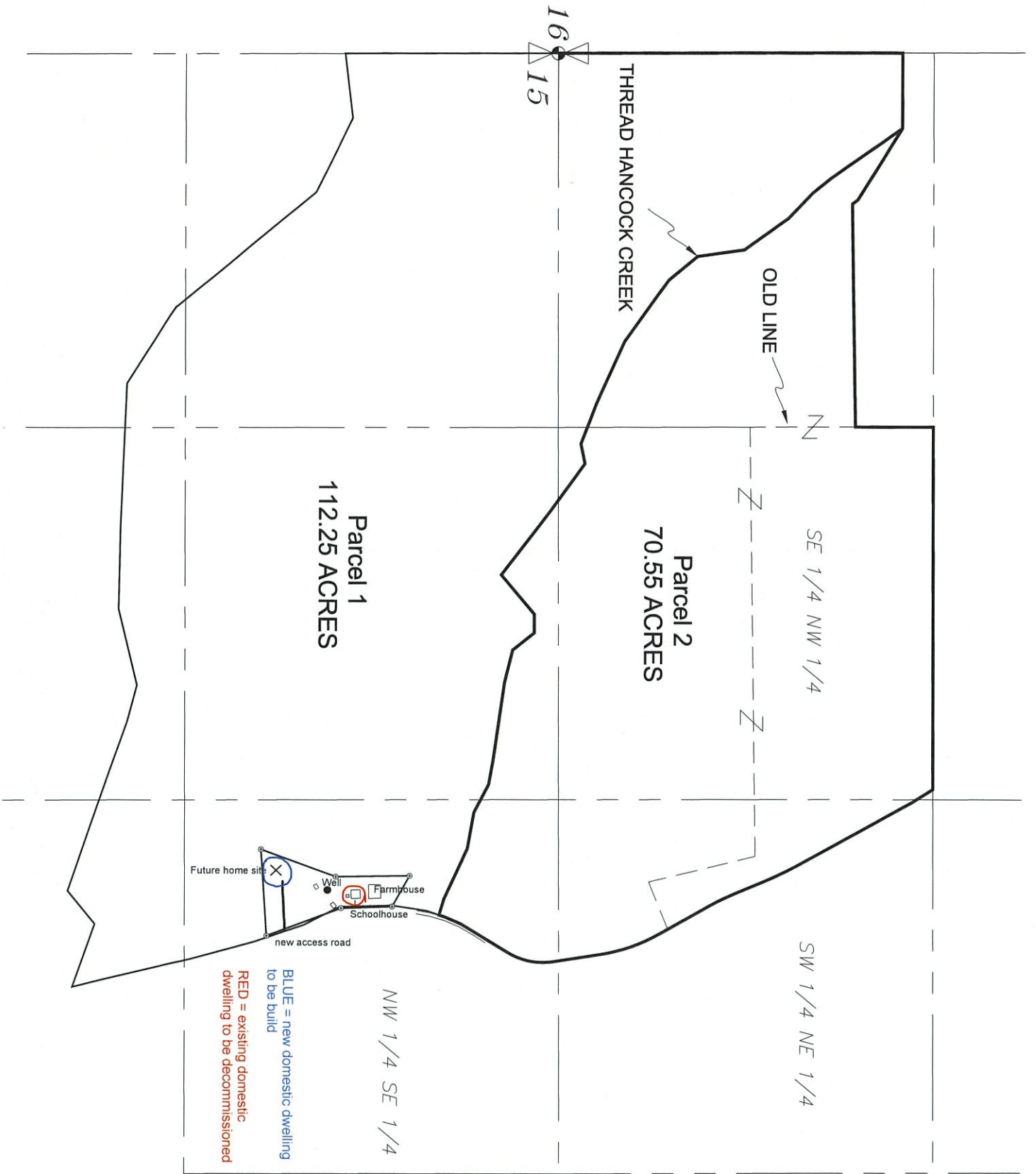
Note: the entirety of both the Existing FZ and the Propoposed Revised FZ, Version 1, contain high-quality soils.

**FEMA 100 YEAR FLOODPLAIN &
HANCOCK SPRINGS AG EASEMENT SEVERE CHANNEL MIGRATION ZONE**



SCALE: 1 INCH = 1.350 FEET
AERIAL: NAIP 2009
6/13/2011





16
15

POINT ND 501

LAT:48°31'57.9954"

LDN:120°19'38.0776"

POINT ND 502

LAT:48°31'56.2382"

LDN:120°19'38.1320"

POINT ND 503

LAT:48°31'54.5793"

LDN:120°19'38.4975"

POINT ND 504

LAT:48°31'52.6477"

LDN:120°19'39.8847"

POINT ND 505

LAT:48°31'53.3065"

LDN:120°19'34.9822"

POINT ND 506

LAT:48°31'55.5839"

LDN:120°19'36.3574"

POINT ND 507

LAT:48°31'57.3730"

LDN:120°19'36.4162"



When Recorded Mail To:

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

**FIRST AMENDMENT TO GRANT DEED
OF AGRICULTURAL CONSERVATION EASEMENT**

Grantor: JOSHUA SCHKROHOWSKY, CYNTHIA LOCHHEAD, RONALD HUBBLE
and BRIDGET GIES

Grantee: METHOW CONSERVANCY

Legal Description (abbreviated): Part of Sparling Hancock Springs PBLA, Part of Hancock
alteration of the Lucky Jim Short Plat and part of the NW of 15-35-20.

Additional legal(s) on Exhibit A

Assessor's Tax Parcel ID #: 3520150031, 8847200206 and 8847200203

Reference Nos. of Related Documents: 3166718 (Original Grant Deed of Conservation Easement)

THIS FIRST AMENDMENT TO GRANT DEED OF AGRICULTURAL
CONSERVATION EASEMENT (hereinafter referred to as "Conservation Easement
Amendment") is made as of the Effective Date hereof by and between JOSHUA
SCHKROHOWSKY and CYNTHIA LOCHHEAD, husband and wife, having an address at P.O.
Box 545, Winthrop Washington, 98862, and BRIDGET GIES AND RONALD HUBBLE,
husband and wife, having an address at 804 East 40th Avenue, Spokane, WA, 99203 (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 Agricultural Conservation Easement, herein called "Original
Conservation Easement," recorded on September 6, 2011, in the official records of Okanogan
County, Washington, under Auditor's File No. 3166718.

RECITALS

A. Grantor is the legal owner of certain real property in Okanogan County,
Washington, of approximately 111 acres, subject to the Original Conservation Easement, which
property is legally described in the Original Conservation Easement as well as in Exhibit A, attached



hereto ("Original 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.

C. Grantor and Grantee desire to amend the Original Conservation Easement to move the Farmstead Zone approximately 100 feet away from Hancock Creek, providing an additional buffer to Hancock Creek and allowing Schkrowsky-Lochhead to locate their home outside of the severe channel migration zone. The change in location of the Farmstead Zone would not increase the areal extent of the Farmstead Zone.

AGREEMENT

NOW, THEREFORE, the Parties do hereby agree to amend the Original Conservation Easement as follows:

1. From and after the Effective Date of this Conservation Easement Amendment, all references to Exhibit B-1 in the Original Conservation Easement shall refer to Exhibit B-1 attached hereto, which exhibit replaces Exhibit B-1 in the Original Conservation Easement.

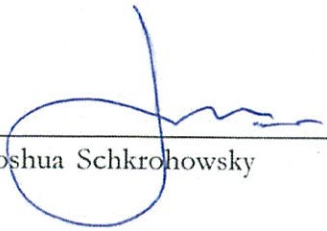
2. The Original Conservation Easement is hereby amended to add Exhibit B-3 which shows the survey of the Farmstead Zone (the "Survey of the Farmstead Zone"), recorded on January 24, 2023 (AFN. 3269697).

3. 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.

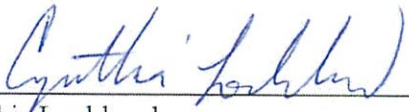
4. This Conservation Easement Amendment shall be effective as of the date of its recording in the official records of Okanogan County, Washington ("Effective Date").

IN WITNESS WHEREOF, the parties have hereunto set their hands under Effective Date above written.

{Signature page(s) to follow}



Joshua Schkrohowsky




Cynthia Lochhead

STATE OF WASHINGTON)
) ss.
County of)

I certify that I know or have satisfactory evidence that JOSHUA SCHKROHOWSKY and CYNTHIA LOCHHEAD are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 21st day of December, 2022.





Notary Public in and for the State of
Washington, residing at Winthrop, WA.
My commission expires 3-25-26.

(Use this space for notarial stamp/seal)

Ronald Hubble
Ronald Hubble

Bridget Gies
Bridget Gies

STATE OF WASHINGTON)
County of Okanogan) ss.

I certify that I know or have satisfactory evidence that RONALD HUBBLE and BRIDGET GIES are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 9th day of February, 2023.



Jay E. Schuerl
Notary Public in and for the State of
Washington, residing at Winthrop
My commission expires 3-25-26.

(Use this space for notarial stamp/seal)

Methow Conservancy, a Washington
Nonprofit Corporation

By: Samuel Naney

Name: [Signature]

Title: Board President

STATE OF WASHINGTON)

) ss.

County of Okanogan)

I certify that I know or have satisfactory evidence that Samuel Naney 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 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 21st day of December, 2022.



Joy E. Schunk
Notary Public in and for the State of
Washington, residing at Winthrop, WA.
My commission expires 3-25-26.

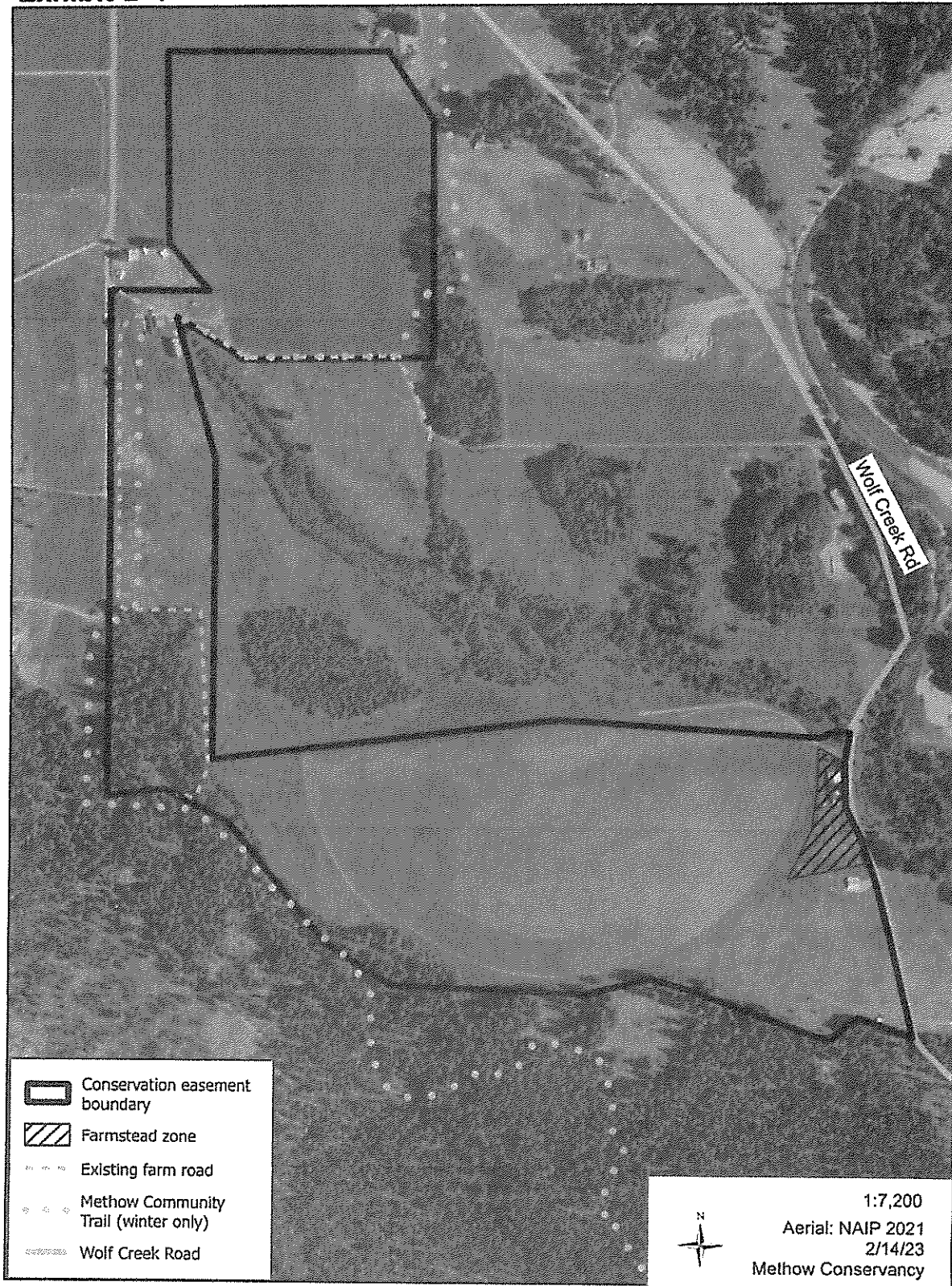
EXHIBIT A
Agricultural Conservation Easement Amendment
Legal Description

Lot 2 of the Hancock alteration of the lucky jim short plat, spa 2010-1 as recorded under Auditor's file Number 3155601, and volume i-1 of plats, pages 249 and 250, Records of the Auditor of Okanogan County, Washington, and portions of the Northwest one-quarter, the Southwest one-quarter, the Northwest one-quarter of the Southeast one-quarter, and the Southwest one-quarter of the Northeast one-quarter, Section 15, Township 35 North, Range 20 East, Willamette Meridian, Okanogan County, Washington and being more particularly described as follows:

Commencing at the West one-quarter of Section 15, from which the Northwest corner of said Section 15 bears, North 00°17'06" West a distance of 2659.49 feet;
Thence North 00°17'06" West a distance of 1329.74 feet to the South line of Lot 1, of said Hancock Alteration;
Thence along said South line of said Lot 1, North 89°50'56" East a distance of 402.37 feet;
Thence along the East line of Lot 1, North 40°17'10" West a distance of 256.24 feet;
Thence North 00°47'07" West a distance of 788.70 feet to the North line of said Lot 2;
Thence along said North line of said Lot 2, North 89°56'01" East a distance of 907.86 feet;
Thence South 33°47'59" East a distance of 339.94 feet to the East line of said Lot 2;
Thence continuing along said East line South 00°17'00" East a distance of 973.73 feet to the South line of said Lot 2;
Thence along the South line of said Lot 2, South 89°01'38" West a distance of 790.43 feet;
Thence North 38°22'54" West a distance of 24.23 feet;
Thence North 58°28'14" West a distance of 298.25 feet;
Thence leaving said South Line, South 15°48'23" East a distance of 609.68 feet;
Thence South 00°00'00" East a distance of 1236.31 feet;
Thence North 82°39'20" East a distance of 1434.69 feet;
Thence South 86°53'33" East a distance of 1074.18 feet;
Thence North 67°38'05" East a distance of 77.51 feet;
Thence South 81°33'56" East a distance of 52.59 feet to the Westerly edge of the existing road bed of Okanogan County Road No. 1131 known as Wolf Creek Road;
Thence along said Westerly edge South 08°20'18" West a distance of 122.60 feet;
Thence South 01°33'09" East a distance of 187.32 feet;
Thence South 27°16'52" East a distance of 141.16 feet;
Thence South 18°45'13" East a distance of 185.81 feet;
Thence South 15°29'50" East a distance of 230.65 feet;
Thence South 13°40'57" East a distance of 429.10 feet;
Thence leaving said Westerly edge North 70°01'13" West a distance of 237.94 feet;
Thence South 49°55'12" West a distance of 153.66 feet;
Thence North 70°44'26" West a distance of 639.23 feet;
Thence North 75°21'13" West a distance of 132.89 feet;
Thence South 76°20'18" West a distance of 278.19 feet;
Thence North 88°55'19" West a distance of 290.42 feet;
Thence North 87°44'30" West a distance of 512.19 feet;

Thence North 58°05'28" West a distance of 319.78 feet;
Thence North 40°05'13" West a distance of 345.24 feet;
Thence North 39°19'24" West a distance of 294.41 feet;
Thence North 63°55'40" West a distance of 292.59 feet;
Thence South 83°05'10" West a distance of 230.69 feet to the West line of said Section 15;
Thence along said West line, North 00°17'06" West a distance of 755.41 feet to the West one-quarter of said Section 15 and the Point of Beginning.

Exhibit B-1



FOR
CONSERVANCY SCHROHowsKY

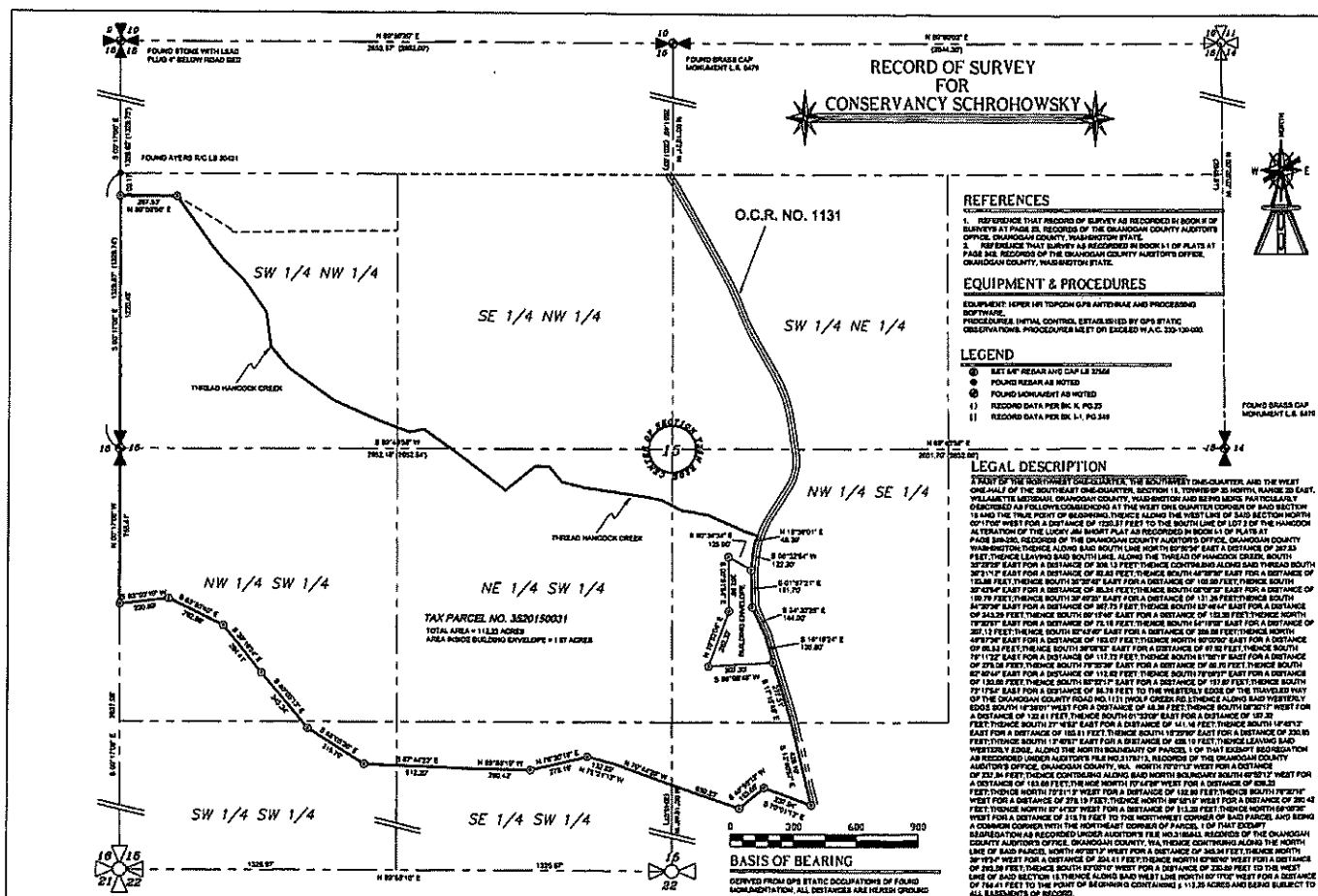


1. REFERENCE THAT RECORD OF SURVEY AS RECORDED IN BOOK 11 OF SURVEYS AT PAGE 23. RECORDS OF THE OHANOGAN COUNTY AUDITOR'S OFFICE, OHANOGAN COUNTY, WASHINGTON STATE.
2. REFERENCE THAT SURVEY AS RECORDED IN BOOK 11 OF PLATS AT PAGE 28. RECORDS OF THE OHANOGAN COUNTY AUDITOR'S OFFICE.

EQUIPMENT: 16PER 161 TOPCON GPS ANTENNAE AND PROCESSING SOFTWARE.
PROCEDURE: INITIAL CONTROL ESTABLISHED BY GPS STATIC OBSERVATIONS. PROCEDURES MEET OR EXCEED W.A.C. 220-130-01

LEGEND

- ① SET AND REBAR AND CAP LIE 2550
- FOUND REBAR AS NOTED
- ② FOUND MONUMENT AS NOTED
- (1) RECORD DATA PER B.C. K. PG. 25

[illegible]




AUDITOR'S CERTIFICATE		INDEX LOCATION		SURVEYOR'S CERTIFICATE		  TACKMAN SURVEYING LAND SURVEYING & CONSTRUCTION LAYOUT LAND DEVELOPMENT 115 CLOVER STREET P.O. BOX 562 TYLER, WA. 98566 PH: (509) 926-3100	
A.F.N. _____ FILED FOR RECORD THIS _____ DAY OF _____, 2023, BY _____ CLERK OF SURVEYS AT PAGE(S) _____ AT THE REQUEST OF TACKMAN SURVEYING, PLLC.		SW 1/4 OF THE NW 1/4, SE 1/4 OF THE NW 1/4 NE 1/4 OF THE SW 1/4, NW 1/4 OF THE SW 1/4 SW 1/4 OF THE SW 1/4, SE 1/4 OF THE SW 1/4 NW 1/4 OF THE SE 1/4, SW 1/4 OF THE SE 1/4 SECTION 15, T35N, R20E, W.M.		THIS MAP CORRECTLY REPRESENTS A SURVEY PREPARED BY ME OR UNDER MY DIRECT AND CLOSE PERSONAL SUPERVISION AND IN CONFORMANCE WITH THE SURVEY RECORDING ACT AT THE REQUEST OF METHUEN CONSERVANCY IN OCTOBER 2019		 DATE SIGNED _____ WILLIAM TACKMAN DATE _____	
DEPUTY COUNTY AUDITOR						CLIENT: METHUEN CONSERVANCY DWS: 10-253 DATE: 5/10/23 PROJECT: BIGHORN HAWKRY	

EXHIBIT B-3



When recorded return to:

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

09/06/2011 03:14:51 PM
Recording Fee \$101.00 Page 1 of 40
Easement INLAND PROFESSIONAL TITLE
Okanogan County Washington

3166718

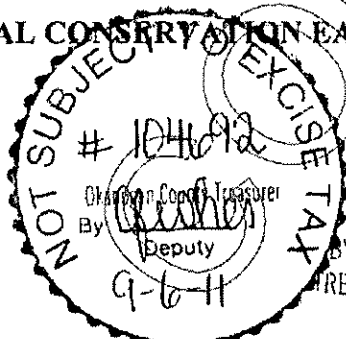


Re Record to add signed notarized pg. 34
INLAND PROFESSIONAL TITLE, LLC

32150-78

GRANT DEED OF AGRICULTURAL CONSERVATION EASEMENT

Grantor: HANCOCK SPRINGS, LLC
Grantee: THE METHOW CONSERVANCY
Legal Description
Abbreviated form:
Additional legal at Exhibit A.
Assessor's Tax Parcel Number:



104616
EXCISE TAX PAID
\$9185.00
AUG 22 2011

TREASURER OKANOGAN COUNTY

THIS GRANT DEED OF CONSERVATION EASEMENT ("Easement") is made effective as of the date of recording by HANCOCK SPRINGS, LLC, having an address at 300 Admiral Way, Suite 200, Edmonds, Washington, 98020, ("Grantor"), in favor of THE METHOW CONSERVANCY, a Washington nonprofit corporation, having an address at 315 Riverside Avenue, Winthrop, WA 98862 ("Grantee"), and to the United States of America ("United States"), acting by and through the United States Department of Agriculture ("USDA"), Natural Resources Conservation Service ("NRCS") on behalf of the Commodity Credit Corporation, as its interest appears herein. The Grantor, Grantee, and the United States are collectively the "Parties".

I. RECITALS

A. Protected Property. Grantor is the sole owner in fee simple of that certain real property, inclusive of all standing and down timber (the "Protected Property") in Okanogan County, Washington, more particularly described in Exhibit A (Legal Description) and shown on Exhibit B-1 (Site Map), which are attached to and made a part of this Easement by this reference. Grantor, as owner of the Protected Property, has the right to identify, protect, and preserve the Agricultural and other Conservation Values of the Protected Property, and desires to share such rights with the Grantee in perpetuity.

B. Description of Protected Property. The Protected Property consists of 111 acres, more or less, between the Kumm Road and the Wolf Creek Road, approximately 8 miles northwest of Winthrop, Washington. The Protected Property consists of farmlands in production and pasture, along with an irrigation infrastructure including a groundwater well and a recently installed center pivot irrigation system. Additionally the Property contains a



domestic well, a farmhouse, a smaller cabin, a barn, and several smaller agricultural outbuildings.

C. **Agricultural and other Conservation Values.** The Protected Property possesses natural, scenic, open space and agricultural, of great importance to Grantor, the people of Okanogan County and the people of the State of Washington (collectively, "Agricultural and other Conservation Values"), further described below:

1. The legislatively declared policies of the State of Washington in the Washington State Open Space Tax Act, Chapter 84.34 RCW, provide "that it is in the best interest of the state to maintain, preserve, conserve, and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crop, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well being of the state and its citizens." Under the Open Space Tax Act, lands eligible for preferential real property tax treatment include lands such as the subject Property where the preservation in its present use would conserve and enhance natural resources and promote conservation of agricultural lands. Pursuant to this legislative directive, Okanogan County has adopted an Current Use/Open Space Tax Program, O.C.C. 14.08 that recognizes the importance of, and provides preferential tax treatment for, the maintenance, preservation, conservation, and to otherwise continue in existence open space lands for the production of food, fiber, and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic well-being of the State of Washington and its residents. The Protected Property is currently classified as Open Space under the Washington State Open Space Tax Act.

2. The Protected Property contains valuable agricultural lands, as shown on Exhibit B-1 (Site Map) which are composed of 94% prime and state significant soils, as shown in Exhibit B-2 (Soils Map), which are attached and incorporated into this Easement by this reference. The Federal Farm and Ranchlands Protection Program's ("FRPP") purpose is to purchase conservation easements for the purpose of protecting agricultural use and related conservation values of eligible land by limiting nonagricultural uses of that land. (16 USC §§ 3838(h), 3838 (i)). Under the authority of the FRPP, the NRCS has provided \$400,000 to the Grantee for the acquisition of this Conservation Easement, entitling the United States to the rights identified herein.

3. Portions of the Property are visible from Wolf Creek Road, Kumm Road and the Methow Valley Community Trail system, providing scenic values to the people of Washington and out of state visitors who use this public area. Preservation of the Property in its current open space condition would benefit these scenic values because unrestricted development of the Property would have a detrimental effect on the rural feel the natural and pastoral agricultural landscapes offer along Kumm Road and Wolf Creek Road. The elimination of residential development potential on the Property by this Easement will also ensure that the scenic views across the Property from the Methow Valley Community trail



system, including large areas of undeveloped riparian habitat and open space, will continue into the future.

D. Significant Public Benefit. The Protected Property would be extremely desirable property for substantial residential development because of its location and orientation. The Protected Property is zoned for as many as 22 lots, which would allow up to 22 homes on the Protected Property. In the absence of a Grant Deed of Conservation Easement, the Protected Property could be developed in a manner which would destroy or significantly degrade the Agricultural and other Conservation Values of the Protected Property. Preservation of the Protected Property will provide the public with the benefit of its open space, scenic and natural qualities.

E. Baseline Documentation. The Agricultural and other Conservation Values will be documented in an inventory of relevant features of the Protected Property, and filed at the offices of Grantee and incorporated into this Easement by this reference ("Baseline Documentation"). The Baseline Documentation will consist of reports, maps, photographs, and other documentation on which the Parties can agree and which will provide, collectively, an accurate representation of the Protected Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant, and to show a change in the use or condition of the Protected Property.

F. Qualified Organization. Grantee Methow Conservancy is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, (the "Code") and also qualified as a nonprofit nature conservancy corporation under RCW 64.04.130 and 84.34.250, whose primary purpose is to acquire, hold, preserve and dispose of land, easements, leases, or other rights of interest in land, or improvement to land, with an emphasis on lands in the Methow Valley, for the purpose of protecting riparian areas, wetlands, forests, streams, lakes, ponds, scenic areas, ecological, historical or other natural features and agricultural areas.

G. Purchase Price. Grantee is paying Grantor \$600,000 for the Easement ("Purchase Price").

H. Declaration of Parties' Intent. Grantor, Grantee, jointly and mutually agree, by entering into this Easement, to honor their intentions as stated in this Easement and to mutually and jointly preserve and protect in perpetuity the Agricultural and other Conservation Values for the benefit of this generation, and the generations to come.



II. CONVEYANCE AND CONSIDERATION

A. **Consideration.** For the reasons stated above, and in consideration of the Purchase Price, the mutual covenants, terms, conditions, and restrictions contained in this Easement, Grantor hereby voluntarily grants, conveys and warrants to Grantee a conservation easement in perpetuity over the Protected Property, consisting of certain rights in the Protected Property, as defined in this Easement, subject only to the reservations contained in this Easement and title matters set forth as exceptions to title in Exhibit A.

B. **Conveyance.** This conveyance is a conveyance of an interest in real property under the provisions of RCW 64.04.130. Any portion of the conveyance for which Grantor does not receive remuneration is made as an absolute, unconditional, unqualified, and completed gift, subject only to the terms of the "Option Agreement" between the Grantor and Grantee, mutual covenants, terms, conditions and restrictions set forth in the Easement and title matters of record as of the date of this grant, and for no other consideration whatsoever. The United States is granted a right of enforcement under this Conservation Easement. However, the United States will only exercise those rights as specifically set forth below. When the United States does exercise its rights, the term "Grantee" shall be read to include the "United States", unless context specifically indicates otherwise. Until such time, if ever, the United States exercises its rights, the Parties agree that the Grantee is the primary steward of this Conservation Easement.

C. **Perpetual Duration.** Grantor expressly intends that this Easement run with the land and that this Easement shall be binding upon Grantor's personal representatives, heirs, successors, and assigns.

D. **Water Rights.** Grantor is not conveying to Grantee any water rights held by Grantor; however, Grantor hereby agrees not transfer or otherwise separate the water rights dedicated to agricultural use (Dedicated Water Rights) from the Protected Property. Grantor may lease the dedicated water rights for a period not to exceed 10 years with the prior written consent of the Grantee upon a determination that such lease is consistent with maintenance of the Agricultural and other Conservation Values on the Protected Property. The Dedicated Water Rights are described in Exhibit "D" which is attached to this instrument and incorporated herein by this reference. Grantor shall not abandon or allow the abandonment of any of the water rights. If the water rights are under threat of abandonment, Grantor will cooperate with Grantee to help assure the continued use of the water rights for beneficial purposes. Any relinquishment, loss or forfeiture of the Dedicated Water Rights shall not be deemed or construed to be a waiver of Grantee's rights under this Easement or to defeat the Purpose of this Easement, and shall not otherwise impair the validity of this Easement or limit its enforceability in any way.



III. PURPOSE

The purpose of this Easement (the "Purpose") is to implement the mutual intentions of Grantor and Grantee to preserve and protect in perpetuity the Agricultural and other Conservation Values of the Protected Property described in the above Recitals, which are incorporated herein by this reference, and to prevent any use of, or activity on, the Protected Property that will impair or interfere with the Agricultural and other Conservation Values, to assure that:

A. The opportunity for agricultural activity upon the Protected Property, pursuant to RCW 79A.15.130(1), be retained forever, and

1. the prime, unique and soils of statewide and local importance will be protected in order to preserve the agricultural viability of the Protected Property;

2. the Protected Property will be preserved for "continued production of food, fiber and forest crop, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well being of the state and its citizens" (as that phrase is used in RCW 84.34 and Okanogan County Code 14.08);

3. the Protected Property will be preserved in order to maintain the agricultural viability of the Protected Property "for the purpose of protecting agricultural use and related conservation values of eligible land by limiting nonagricultural uses of that land." (as that phrase is used in 16 U.S.C. §3838) and "to preserve vital farmland resources for future generations" (as that phrase is used in 7 U.S.C. §4201);

4. the Protected Property will be preserved for the scenic enjoyment of the general public (as that phrase is used in Section 170(h)(4)(A)(iii)(I) of the Internal Revenue Code) and will yield a significant public benefit;

B. Grantor intends that this Easement will confine the use of, or activity on, the Protected Property to the development of one dwelling and one detached farmworker/guest dwelling and other such uses and activities that are consistent with this Purpose. (See Section V)

IV. RIGHTS CONVEYED TO GRANTEE

To accomplish the Purpose, the following rights are conveyed to Grantee by this Easement:



A. **Identification, Protection.** To identify, preserve and protect in perpetuity the Agricultural and other Conservation Values of the Protected Property enumerated in Section I.C.

B. **Conservation Plan.** To require the management of the Protected Property in accordance with a Conservation Plan that is developed utilizing the standards and specifications of the NRCS Field Office Technical Guide, 7 CFR part 12, and is approved by the Okanogan County Conservation District.

C. **Access.**

1. To enter the Protected Property annually, at a reasonable time and upon prior written notice to Grantor, for the purpose of making a general inspection of the Protected Property to monitor compliance with this Easement.

2. To enter Protected Property at reasonable times and upon prior written notice to Grantor, for the purpose of maintaining the Agricultural and other Conservation Values on the Protected Property through implementation of the Stewardship Plan.

3. To enter the Protected Property at such other times as are necessary if Grantee has a reason to believe that a violation of the Easement is occurring or has occurred, for the purpose of mitigating or terminating the violation and otherwise enforcing the provisions of this Easement. Such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Protected Property.

D. **Injunction and Restoration.** To enjoin any use of, or activity on, the Protected Property that is inconsistent with the Purpose, including trespasses by members of the public, and to require or undertake the restoration of such areas or features of the Protected Property as may be damaged by uses or activities inconsistent with the provisions of this Easement, all in accordance with Section X.

E. **Enforcement.** To enforce the terms of this Easement, consistent with Section X.

F. **Assignment.** To assign, convey, or otherwise transfer Grantee's interest in the Protected Property in accordance with Section XV.

G. **Development Rights.** All unused development rights (except such as are specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Protected Property, and the Parties agree that such rights are terminated and extinguished, and may not be used on any portion of the Protected Property as it now or



hereafter may be bounded or described, or used on or transferred to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield or density of the Protected Property or any other property.

V. USES AND ACTIVITIES CONSISTENT WITH THE PURPOSE OF THE EASEMENT

General. Grantor reserves for itself and its personal representatives, heirs, successors and assigns, all rights accruing from ownership of the Protected Property, including the right to engage in, or permit or invite others to engage in, any use of, or activity on, the Protected Property that is not inconsistent with the Purpose and that is not prohibited by this Easement. Without limiting the generality of this subsection, Grantor specifically reserves for itself and its personal representatives, heirs, successors, and assigns, the following uses and activities:

A. Residential Use. The maintenance, renovation, expansion, or replacement of the existing buildings, structures, and improvements in the area identified as the Farmstead Zone, and the, subject to the following limitations:

1. No more than one primary dwelling and one detached accessory guest/farmworker dwelling will be allowed in the Farmstead Zone as shown on Exhibit B-1. For the purpose of this easement, "dwelling" shall mean a structure containing sleeping and kitchen facilities for one or more occupants. The dwelling may have such additional associated structures and improvements, including, but not limited to, garages, shops, sheds, gardens, and lawns, as Grantor may deem necessary, provided that all such structures and improvements are located entirely within the Farmstead Zone (roads and utilities are governed elsewhere under this Easement).

2. Within the Farmstead Zone, Grantor may clear brush, and prune, trim and remove trees for residential purposes and to enhance the view; additionally, any trees that threaten residential or agricultural structures, including irrigation infrastructure, may be removed by Grantor from anywhere on the Protected Property.

B. Agricultural Use. Grantor may pursue agricultural activities in the Agricultural Zone and Farmstead Zones identified in Exhibit B-1; provided that such activities are carried out in compliance with federal, state, and local regulations and in a manner that does not impact the integrity of the watershed, water quality and quantity or the Agricultural and other Conservation Values of the Protected Property.

1. As used herein, "Agricultural Activities" shall mean the commercial production of horticultural, viticultural, floricultural, dairy, apiary, vegetable, animal or animal products, or the commercial production of berries, grain, hay, straw, , seed, or Christmas trees not subject to the excise tax imposed by RCW 84.33.130 through 84.33.140.



2. Agricultural Activities shall also include such "Accessory Uses," as defined in RCW 36.70A.177(3)(b), that are related to the permitted Agricultural Activities on the Protected Property, that maintain the primacy of, and are subordinate to, the farmland character and use of the Protected Property, that are compatible with the Agricultural and other Conservation Values, and that provide supplemental income. Non-agricultural accessory uses for supplemental income are permitted on the Protected Property and in the buildings constructed and maintained for the agricultural use of the Protected Property. Non-agricultural accessory uses for supplemental income that require their own buildings are prohibited. Accessory Uses may include: (i) Agricultural accessory uses and activities, including but not limited to the storage, distribution, and marketing of regional agricultural products from one or more producers, agriculturally related experiences, or the production, marketing, and distribution of value-added agricultural products, including support services that facilitate these activities; and (ii) Nonagricultural accessory uses and activities as long as they are consistent with the size, scale, and intensity of the existing agricultural use of the property and the existing buildings on the site. Nonagricultural accessory uses and activities, including, parking, or supportive uses, shall not be located outside the Farmstead Zone as shown on Exhibit B-1.

3. Low impact agri-tourism activities consistent with the requirements of V.B.2 are permitted, such as farm tours, work experiences, field trips, petting zoos, corn mazes, and hay rides.

4. As required by section 12381 of the Food Security Act of 1985, as amended, the Grantor, its heirs, successors, or assigns, shall conduct all agricultural operations on the Protected Property in a manner consistent with a conservation plan prepared in consultation with NRCS and approved by the Okanogan Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR part 12 that are in effect on December 1, 2004. However, the Grantor may develop and implement a conservation plan that proposes a higher level of Conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Protected Property, with advance notice to the Grantor, in order to monitor compliance with the conservation plan.

In the event of noncompliance with the conservation plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the conservation plan, NRCS will inform Grantee of the grantor's noncompliance. The Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the conservation plan, (b) Grantor has exhausted its appeal rights under applicable NRCS regulations.



If the NRCS standards and specifications for highly erodible land are revised after the date of this Grant based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

5. Adequate buffers shall be maintained to insure that runoff from agricultural areas in production does not drain into any creek, wetland, or other body of water.

6. Grantor may maintain, renovate, expand or replace the existing agricultural structures in substantially their present locations, as shown on Exhibit B-1. Grantor may also construct new agricultural structures within the Farmstead Zone.

D. Recreation. The undertaking of recreational activities such as hiking, bird watching, cross country skiing, fishing and hunting on the Protected Property; provided that such activities are conducted in a manner and intensity that does not adversely impact the Agricultural and other Conservation Values of the Protected Property.

E. Roads. The maintenance and improvement of existing roads shown on Exhibit B-1, provided that the Agricultural and other Conservation Values of the Protected Property are not adversely impacted and such roads must not exceed thirty (30) feet in width, including ditches, backslopes and culverts.

F. Herbicides and Pesticides. Herbicides and pesticides may be used on the Protected Property only in the amounts and with the frequency constituting the minimum necessary to accomplish reasonable agricultural, forestry and residential objectives. Herbicides and pesticides which require a license to purchase must be applied in accordance with label restrictions by a licensed applicator.

G. Utilities. The maintenance of existing underground utility systems, and the underground installation of new utility systems along the existing roads shown on Exhibit B-1, including, without limitation, water, septic, power, fuel, and communication lines and related facilities, to serve the Farmstead and Agricultural Zones on the Protected Property.

H. Solar Facilities. The placement or construction of facilities for the development and utilization of solar energy resources within the Farmstead Zone. The placement or construction of any such facilities outside the Farmstead Zone shall require the prior written approval of Grantee. Solar facilities are subject to the impervious surface limitation.

I. Fences. The construction and maintenance of fences on the Protected Property for the purposes of reasonable and customary management of livestock and wildlife or to mark



the external boundaries of the Protected Property; except that no new deer impassable fencing is permitted except within the Farmstead Zone.

J. Maintenance of Existing Ditching or Diking. The maintenance of existing ditching or diking to protect existing or permitted roads and trails, agricultural structures and ditches, residential structures, and permitted uses and activities associated with agricultural and residential structures.

K. Composting and Storage of Wastes. The composting and use of organic and vegetative waste resulting from uses and activities on the Protected Property, consistent with the Purpose, and the storage of other wastes generated by uses and activities on the Protected Property consistent with the Purpose; provided that such other wastes are stored temporarily in appropriate containment for removal at reasonable intervals and in compliance with applicable federal, state, and local laws.

L. Protection of Public Health or Safety. The undertaking of other activities necessary to protect public health or safety on the Property, or that are actively required by and subject to compulsion of any governmental agency with authority to require such activity; provided that any such activity is conducted so that interference with the Conservation Values of the Property is avoided, or, if avoidance is not possible, minimized to the greatest extent possible and prior written approval is obtained by Grantor. Grantor may proceed without notice and without Grantee's approval only if notice cannot be provided within a reasonable time and/or Grantee cannot provide its approval within such time as is reasonable under the circumstances. Under such circumstances Grantor shall provide notice to Grantor as soon as possible, but in no case later than 24-hrs from onset of Grantor's activities.

M. Creation of Mortgage Liens. The creation of consensual liens, whether by mortgage, deed of trust, or otherwise, for the purpose of securing repayment of indebtedness of the Grantor is allowed, so long as such liens shall remain subordinate to this Easement.

N. Stewardship Activities. The undertaking of any activity performed pursuant to the Stewardship Plan covering the Protected Property and approved by the Methow Conservancy is consistent with the Purpose of this Easement.

VI. USES AND ACTIVITIES INCONSISTENT WITH THE PURPOSE OF THE EASEMENT

General. Any use of, or activity on, the Protected Property inconsistent with the Purpose is prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in or permit any such use or activity. Without limiting the generality of this subsection, the following uses of, or activities on, the Protected Property, though not an exhaustive list, are



inconsistent with the Purpose and shall be prohibited; except to the extent expressly reserved in Section V or in this section:

A. **Subdivision.** The legal or "de facto" division, subdivision or partitioning of the Protected Property which includes, but is not limited to, any subdivision, short subdivision, platting, binding site plan, testamentary division, or other process by which the Protected Property may otherwise be divided. The Protected Property is currently comprised of two existing legal parcels, which may be conveyed separately; however, both parcels shall remain subject to the terms of this easement and each shall retain water rights adequate to insure their agricultural viability. The Parties agree that both parcels are of adequate size to be viable for agricultural production either individually or as part of an established farming operation; in order to retain this viability neither parcel shall be reduced in size by boundary line adjustment or any other means without the prior written approval of the Grantee, upon a finding that both parcels remain viable for agricultural production. One of these existing parcels is entirely within the Protected Property, and contains the entirety of the Farmstead Zone; this parcel shall retain the right to the only dwellings permitted by this easement. Each of the parcels shall be limited to 2% coverage of the the area of that parcel by impervious surfaces, pursuant to the limitation found in Section VI.D. Notwithstanding the foregoing, this term will not be interpreted to prohibit leases for agricultural purposes, or conventional leases of the permitted dwellings on the Protected Property.

B. **Conversion to Non-Agricultural Use.** Conversion of the Agriculture Zone as shown on Exhibit B-1 to non-agricultural use shall be prohibited. The land may lay fallow, so long as agricultural viability is maintained for future agricultural use.

C. **Construction.** The placement or construction of any buildings, structures, or other improvements of any kind (including, without limitation, pipelines, wells, septic systems, drain fields, fences, roads, trails and parking areas); except as provided in Section V.

D. **Impervious Surfaces Limitation.** Impervious Surfaces shall be limited to no more than two percent (2%) of the area of the Protected Property; provided, however, that minor unenclosed agricultural improvements such as corrals, hayracks, headgates, fences, ditches, culverts, stock tanks, or other minor agricultural structures ("Minor Agricultural Improvements") may be constructed or placed on the Protected Property and not count against this total impervious surface limit. As used herein, "Impervious Surfaces" means hard surface areas that either prevent or retard the entry of water into the soil mantle as under natural conditions before development or that cause water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions before development. Impervious Surfaces include, but are not limited to, roofs, walkways, patios, driveways, parking lots, storage areas, areas that are paved, graveled or made of packed or oiled earthen materials, or other surfaces that similarly impede the natural infiltration of surface and storm water. Impervious Surfaces do not include an open uncovered flow control or storage area or



water quality treatment facility, provided that the construction and maintenance of such area or facility is consistent with the Purpose and terms of this Easement.

E. Removal of Trees and Other Vegetation. The pruning, cutting down, or other destruction or removal of live and dead trees and other vegetation located on the Protected Property, except as expressly provided in Section V; or with the prior written approval of Grantee to preserve, protect or enhance the Agricultural and other Conservation Values.

F. Industrial Uses. Use of the Protected Property for any industrial purpose.

G. Commercial Uses. Use of the Protected Property for any commercial purpose that is not subordinate to and directly supportive of the use of the land for farming purposes (within the meaning of Sections 2031(c)(5)(D) and 2032A(e)(5) of the Code and the applicable Treasury Regulations); except as provided by V.B.2 and except that a home business may be conducted in the Farmstead Zone, in accordance with Okanogan County Code 17.29, Home Occupation Regulations, as amended.

H. Commercial Recreational Activity. More than a *de minimis* use of the Protected Property for commercial recreational activities, as such terms are defined by Section 2031(c)(8)(B) of the Code and the applicable Treasury Regulations.

I. Utilities. The above ground installation of new utility systems or the above ground extensions of existing utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related facilities.

J. Alteration of Land. The alteration of the surface of the land, including, without limitation, the excavation, fill or removal of soil, sand, gravel, rock, peat, or sod; except that construction materials such as rock, dirt, sand, and gravel may be removed during construction of a permitted structure; provided that such material is used only 1) for the construction and/or maintenance of permitted structures, homesites and means of access on the Protected Property or 2) with the prior written approval of Grantee to preserve or protect the Agricultural and other Conservation Values; except that rocks may be removed for farming purposes and disposed of off the Protected Property. This provision shall not be interpreted to permit any extraction or removal of surface materials inconsistent with Section 170(h)(5) of the Code and the applicable Treasury Regulations.

K. Alteration of Water Courses. The draining, filling, dredging, ditching, or diking of wetland areas, the alteration or manipulation of ponds, the diking or riprap of water courses, or the creation of new wetlands, water impoundments, or water courses; except with the prior written approval of Grantee to preserve or protect the Agricultural and other Conservation Values. This provision shall not be interpreted to prohibit irrigation or diverting,

collecting, storing, or transporting water pursuant to existing water rights for agricultural purposes as described in Section V.

L. **Erosion or Water Pollution.** Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters.

M. **Feedlots.** The establishment and maintenance of a commercial feedlot within 200 feet of the ordinary high water line of the Hancock Creek or its associated wetlands. For the purposes of this Easement, a commercial feedlot is a confined area or facility within which the land is not grazed or cropped at least annually and which is used to receive livestock that has not been raised on land owned or used by the Grantor as a part of the agricultural operation on the Protected Property.

N. **Waste Disposal.** The disposal, storage or release of rubbish, garbage, debris, vehicles, abandoned equipment, parts thereof, or other unsightly, offensive, or Hazardous Materials on the Protected Property. The term "Hazardous Materials" shall not include biosolids, herbicides, pesticides, rodenticides, insecticides, and fertilizers applied in accordance with federal, state, and local law.

O. **Signs.** The placement of commercial signs, billboards, or other advertising material on the Protected Property; except that signs may be placed on the Protected Property to identify the Protected Property, to advertise for sale or rent, to state the conditions of access to the Protected Property or to acknowledge the placement of this Easement on the Protected Property, provided that such signs are less than nine (9) square feet in area per side and are located to preserve, as much as possible, the scenic Conservation Values of the Protected Property.

P. **Mining.** The exploration for, or development and extraction of, minerals and hydrocarbons on or below the surface of the Protected Property. Any alteration of land permitted by this Easement will not be interpreted to permit any extraction or removal of surface materials inconsistent with Section 170(h)(5) of the Code and the applicable Treasury Regulations.

Q. **Wildlife Disruption.** The intentional disruption of wildlife breeding, foraging and nesting activities. This prohibition will not be construed to prohibit ordinary farming activities or hunting on the Protected Property.

R. **Introduced Vegetation.** The intentional introduction of nonnative invasive species on the Protected Property; except with the prior written approval of Grantee to enhance the Agricultural and other Conservation Values. Nonnative invasive species shall be defined as



those species shown as Class A, B or C weeds on the Okanogan County Noxious Weed Control Board's Weed List.

S. **Off-Road Vehicles.** The operation of motorcycles, ATV's, dune buggies, snowmobiles, or any other type of motorized recreational vehicles, or the operation of other sources of compaction or erosion that could adversely impact the Agricultural and other Conservation Values of the Protected Property; except that such motorized vehicles may be used within the Farmstead zone, on existing or approved roads as shown on Exhibit B-1, or off existing roads for farming or maintenance purposes only.

VII. STEWARDSHIP

A. **Stewardship Plan.** To further the Purpose, Grantor and Grantee intend to work together to develop a written plan for stewardship of the Protected Property (the "Stewardship Plan"). The Stewardship Plan is intended to describe activities to monitor, protect, maintain, restore and to conserve valuable soils in the Agricultural Zone. The Stewardship Plan will be updated periodically by written mutual agreement of the Grantor and Grantee.

B. **Invasive Non-Native Species.** Grantor and Grantee intend to work together over the coming years to explore and implement reasonable methods of controlling or eradicating invasive non-native species on the Protected Property. Nonnative invasive species shall be defined as those species shown as Class A, B or C weeds on the Okanogan County Noxious Weed Control Board's Weed List.

VIII. NOTICE AND APPROVAL

A. **Notice.**

1. Several provisions of this Easement require Grantor to notify Grantee and to receive Grantee's written approval prior to undertaking certain permitted uses and activities within the Protected Property (including without limitation Sections II.D, V.F, V.H, V.L, VI.A, VI.E, VI.K, VI.S and XIII.E). The purpose of requiring Grantor to notify Grantee prior to undertaking these permitted uses and activities is to afford Grantee an adequate opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the Purpose. Whenever such notice is required, Grantor will notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the use or activity in question. The notice will describe the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the terms and Purpose.



2. Grantee. Several provisions of this Easement require Grantee to give notice to Grantor prior to undertaking certain activities within the Protected Property (including without limitation Sections IV.B.1, IV.B.2, IV.B.3 and XV.A). Whenever such notice is required, Grantee will notify Grantor in writing not less than thirty (30) days prior to the date Grantee intends to undertake the use or activity in question, unless otherwise provided for by this Easement. The notice will describe the nature, scope, timing, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the terms of this agreement.

B. Approval. Where approval by one of the Parties is required under this Easement, such approval must be granted or denied in writing within thirty (30) days of receipt of a written request for approval, and such approval will not be unreasonably withheld. The Parties may impose conditions for approval.

1. Grantee. Grantee's approval for any discretionary consent permitted by this Easement may be withheld only upon a reasonable determination by Grantee that the use or activity as proposed would be inconsistent with the Purpose. Grantee's approval may include reasonable conditions that must be satisfied in undertaking the proposed use or activity.

2. Failure to Approve Within the Required Time. When approval is required under this Easement, and when notice has been provided as required but such approval is not granted or denied within the time period and manner set forth in this subsection, approval of the permitted use or activity in question may be presumed.

C. Optional Consultation. If Grantor is unsure whether a proposed use or activity is prohibited by this Easement, Grantor may consult Grantee by providing Grantee a written notice describing the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose and to provide comments thereon to Grantor. This subsection does not itself impose a requirement of prior approval of the activity described in any such notice; however, if Grantee does not provide written objections within thirty (30) days after receipt of Grantor's notice, Grantee will be deemed to have approved of the proposed use or activity.

D. Addresses. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other must be in writing and either served personally or sent by first class certified mail, postage prepaid, or by facsimile (if available) with original dispatched by certified mail, addressed as follows, or to such other address as either party from time to time will designate by written notice to the other:

To Grantor: Ryan Allison
Hancock Springs LLC



300 Admiral Way
Edmonds, WA 98020

To Grantee: Methow Conservancy
315 Riverside Avenue
P.O. Box 71
Winthrop, WA 98862

To NRCS: State Conservationist
U.S. Natural Resources Conservation Service
Washington State Office
316 W. Boone Ave, Suite 450
Spokane, WA 99201-2348
(509) 323-2900
(509) 323-2909 FAX

or to such other address as either party designates by written notice to the other.

IX. DISPUTE RESOLUTION

Any claim, controversy or dispute arising out of or in connection with the Easement Agreement (hereinafter referred to as "the dispute") will be resolved as follows:

A. Notice/Informal Meeting. A party seeking dispute resolution under this Section will give the other party written notice implementing the dispute resolution process, which notice will describe in reasonable detail the dispute. The Grantor and Grantee will first meet and confer in good faith to fairly and equitably resolve the dispute. Such meeting will occur within fourteen (14) days after the date of notice implementing dispute resolution. The party receiving notice will suspend the activities that are the subject of the dispute upon such notice; failure to do so will entitle the other party to proceed with remedies under Section X of this Easement.

B. Mediation of Dispute. If the Grantor and Grantee cannot resolve the dispute within twenty-one (21) days after the date of notice implementing this dispute resolution process, then they will mediate the dispute under the auspices of the American Arbitration Association, the Washington Arbitration and Mediation Service, JAMS-End Dispute, Judicial Dispute Resolution, or any other commercial organization or individual agreed to by the Grantor and Grantee in this Agreement. If they cannot agree on the choice of mediator within seven (7) days after their failure to resolve the dispute informally under Section IX.A, they will mediate the matter under the auspices of the American Arbitration Association. Any mediation must take place in Winthrop, Washington, and will be held within 60 days after the

date of notice implementing this dispute resolution process. The Grantor and Grantee will each pay their own costs, and will each pay one half (1/2) the cost of the mediator.

C. Arbitration. If the Grantor and Grantee cannot resolve the dispute in mediation, then and only then may the Grantor and Grantee, by mutual assent, submit the dispute to arbitration under the auspices of the American Arbitration Association, the Washington Arbitration and Mediation Service, JAMS-End Dispute, Judicial Dispute Resolution, or any other commercial organization or individual agreed to by the Grantor and Grantee in this Easement. If the Grantor and Grantee cannot agree on the choice of arbitrator within seven (7) days of their failure to resolve the dispute under Section IX.B, then the arbitration will be conducted under the auspices of the American Arbitration Association. Any arbitration must take place in Winthrop, Washington, and will be held within 90 days of the date of notice implementing this dispute resolution process. The Grantor and Grantee each will pay one half (1/2) the cost of the arbitrator. If either or both parties do not assent to such arbitration then judicial resolution may be sought by either party pursuant to Section X.

D. Decision of Arbitrator. A single neutral arbitrator will conduct the arbitration hearing and decide the issues submitted to arbitration. Except as otherwise provided in the Easement Agreement, the arbitration proceedings will bind the Grantor and Grantee as a final decision, be conclusive and not appealable and any party to any award rendered in arbitrator's decision will be entitled to have judgment entered in and enforced by a court of competent jurisdiction, with all remedies, whether legal or equitable, available in court also available in arbitration. If either the Grantor or Grantee refuses to satisfy an arbitration award, then the other party will have the right to receive reimbursement for all of its costs incurred to confirm that award, including a reasonable attorneys' fee.

E. Costs and Expenses. The arbitrator may make an award of reimbursement to the substantially prevailing party for out-of-pocket expenses or losses together with any other damages to which the substantial prevailing party is entitled, including, without limitation, reasonable attorneys' fees, and costs and expenses of arbitration that the evidence supports. However, the arbitrator will lack any authority to grant exemplary or punitive damages, or to fashion any relief that would make the Purpose of this Conservation Easement impracticable to achieve and subject to extinguishment under Section XIII. Finally, the arbitrator may assess interest on any award at the legal rate of interest due on judgments in Washington State.

X. JUDICIAL RESOLUTION

A. Notice of Violation, Corrective Action. If Grantee determines that the Grantor or its personal representatives, heirs, successors, or assigns is in violation of the terms of this Easement or that a violation is threatened, and if such determination or dispute is not resolved by mediation and if the Grantor and Grantee fail to agree to binding arbitration, all as set forth in Section IX hercof, Grantee will give written notice to Grantor of such violation and demand



corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose, to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by Grantee.

B. Grantor's Failure to Respond. Grantee may bring an action as provided in subsection C if Grantor:

1. Fails to cure the violation within seven (7) days after receipt of a notice of violation from Grantee given pursuant to subsection A; or

2. Under circumstances where the violation cannot reasonably be cured within such seven (7) day period, fails to begin curing the violation within the seven (7) day period and fails to continue diligently to cure such violation until finally cured.

C. Grantee's Action.

1. **Injunctive Relief.** Grantee may bring an action at law or in equity in a court having jurisdiction to enforce the terms of this Easement:

a. To enjoin the violation, ex parte as necessary, by temporary or permanent injunction; and

b. To require the restoration of the Protected Property to the condition that existed prior to any such injury.

2. **Damages.** Grantee will be entitled to recover damages for violation of the terms of this Easement or injury to any Agricultural and other Conservation Values protected by this Easement. Inasmuch as the actual damages to the Agricultural and other Conservation Values which could result from a breach of this Easement by Grantor would be impractical or extremely difficult to measure, the Grantor and Grantee agree that the money damages Grantee is entitled to recover will be, at Grantee's election, the higher of:

a. With respect to the construction of any improvement prohibited by this Easement, which is not subsequently removed and the Protected Property restored to its previous condition within a reasonable amount of time specified by Grantee, then damages will be an amount equal to the greater of (i) the actual cost of such improvement, or (ii) the increase in the fair market value of the Protected Property or of any other real property owned by Grantor attributable to such improvement; and

b. With respect to any use or activity prohibited by this Easement, whether or not involving the construction or maintenance of an improvement, an amount equal



to the greater of (i) the cost of restoring any Agricultural and other Conservation Values that have been damaged by such violation or (ii) the amount of any economic gain realized by the Grantor and/or any other party, commencing from the date of breach; provided, however, that if timber, logs or any other forest products are harvested or are removed in violation of the terms of this Easement, the amount determined under this Section shall be equal to three times the greater of (a) the actual sales price realized upon disposition of such harvested timber, logs or other forest products, or (b) the current market price of such harvested timber, logs or other forest products as of the date of breach.

D. Grantor's Action. In the event that Grantor seeks determination as to the legal meaning or effect of this Easement, or as to any alleged violation hereof by Grantee, and if such determination or dispute is not be resolved by mediation and if the Grantor and Grantee fail to agree to binding arbitration, all as set forth in Section IX hereof, then Grantor will be entitled to bring judicial action including action at law and/or in equity therefore.

E. Emergency Enforcement. Notwithstanding the provisions of Section IX, if Grantee determines that circumstances require immediate action to prevent or mitigate significant damage to the Agricultural and other Conservation Values, Grantee may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire.

F. Scope of Relief. Grantee's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee will be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of providing either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section will be cumulative and in addition to all remedies now or hereafter existing at law or in equity. The provisions of Section X.C.2 shall not be interpreted to preclude Grantee from obtaining injunctive relief.

G. Costs of Enforcement. In any suit, action, or proceeding to enforce or interpret this Easement,, the substantially prevailing party in any such suit, action or proceeding will be entitled to recover from the non-prevailing party all costs and expenses incurred therein, including reasonable attorneys' fees and costs of litigation, including the fees of experts and consultants and all such costs and expenses will be included in any judgment secured by such prevailing party. In the event that Grantor or Grantee secures redress for an Easement violation without initiating or completing a judicial proceeding, the costs of any restoration and the substantially prevailing party's reasonable expenses will be borne by the other party and those of its personal representatives, heirs, successors, or assigns who are otherwise determined to be responsible for the unauthorized use of activity.



H. Discretion in Enforcement. Enforcement of the terms of this Easement is at the discretion of Grantee, and any failure to discover a violation or forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor, its agents, employees, contractors, family members, invitees or licensees will not be deemed or construed to be a waiver by Grantee of such term of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor will impair such right or remedy or constitute a waiver or estoppel of its rights to enforce this Easement. This provision does not apply to Grantee's express approval, allowance, or otherwise explicitly condoning of any uses or activities by the Grantor.

I. Acts Beyond Grantor's Control. Neither Grantor nor Grantee will be in default or violation as to any obligation created hereby and no condition precedent or subsequent will be deemed to fail to occur if such party is prevented from fulfilling such obligation by, or such condition fails to occur due to:

1. Actions by trespassers upon the Protected Property. In the event the terms of this Easement are violated by acts of trespassers, Grantor agrees, at Grantee's request, to join in any suit, to assign its right of action to Grantee, or to appoint Grantee its attorney in fact, for the purpose of pursuing enforcement action against the responsible parties;

2. Forces beyond such Grantor's reasonable control, including without limitation, destruction or impairment of facilities resulting from breakdown not resulting from lack of ordinary care and maintenance, flood, earthquake, slide, storm, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, terrorism, proceeding by court or public authority, or act or failure to act by court, public authority or third party, which forces by exercise of due diligence and foresight such party could not reasonably have expected to avoid; or

3. Any action deemed reasonable by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

J. Compliance Certificates. Upon request by Grantor, Grantee will within thirty (30) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including a compliance certificate, that certifies, to the best of Grantee's knowledge, the status of Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement. Such certification will be limited to the condition of the Protected Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee will conduct an inspection, at Grantor's expense, and provide the compliance certificate to Grantor within forty-five (45) days of receipt of Grantor's written request and payment therefore.

XI. ACCESS BY PUBLIC

No right of access by the general public to the Protected Property is conveyed by this Easement.

XII. COSTS, LIABILITIES AND INSURANCE, TAXES, ENVIRONMENTAL COMPLIANCE, AND INDEMNIFICATION

A. **Costs, Legal Requirements, Liabilities and Insurance.** Grantor retains all responsibilities and will bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approval for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use will be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Protected Property free of any liens arising out of any work performed for, material furnished to, or obligations incurred by Grantor, provided that the Protected Property will be deemed to be free of such liens if Grantor or Grantee, as the case may be, is diligently challenging the application of such liens to the Protected Property.

B. **Taxes.** Grantor will pay all taxes levied against the Protected Property by government authority as they become due, and will furnish Grantee with satisfactory evidence of payment upon request. If Grantor fails to pay any taxes when due, Grantee is authorized, but in no event obligated, to make or advance such payment of taxes upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment will bear interest until paid by Grantor at the maximum rate allowed by law.

C. **Representations and Warranties.**
Grantor represents and warrants, after reasonable investigation, that:

1. There are no apparent or latent defects in or on the Protected Property;
2. Grantor is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are

defined by applicable federal and state law. Moreover, Grantor hereby promises to hold harmless and indemnify the Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous Materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee shall be responsible for any hazardous Materials contributed after this date to the Protected property by Grantee. "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect. "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment;

3. There has been no release, dumping, burying, abandonment or migration from off-site on the Protected Property of any Hazardous Materials;

4. There is no pending or threatened litigation affecting the Protected Property or any portion of the Protected Property that will materially impair the Agricultural and other Conservation Values of any portion of the Protected Property. No civil or criminal proceedings have been instigated or are pending against Grantor or its predecessors by government agencies or third parties arising out of alleged violations of local, state or federal laws, and neither Grantor nor its predecessors in interest have received any notices of violation, penalties, claims, demand letters, or other notifications relating to a breach of local, state or federal laws.

D. Remediation. If, at any time, there occurs, or has occurred, a release in, on, or about the Protected Property of any Hazardous Materials, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee will be responsible for remediation.



E. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee or any third party beneficiary to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an operator with respect to the Protected 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, Chapter 70.105D RCW, as amended ("MTCA").

F. Grantor's Indemnification. Grantor hereby promises to hold harmless and indemnify Washington State and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property, or arising from or connected with:

1. Violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee;

2. Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property except to the extent caused by the willfulness or negligence of the Indemnified Parties.

G. Grantee's Indemnification. Grantee hereby agrees to release and hold harmless, indemnify, and defend Grantor and its members, directors, officers, employees, agents, and contractors and the personal representatives, heirs, successors, and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' and consultants' fees, arising from or in any way connected with:

1. Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property caused by the willfulness or negligence of Grantee;

2. Violations or alleged violations of, or other failure to comply with, any federal, state or local environmental law or regulation relating to Hazardous Substances, including, without limitation, CERCLA and MTCA by any person other than any of the

Indemnified Parties, in any way affecting, involving, or relating to the Property, caused by the acts of the Grantee on the Property;

3. The presence or release in, on, from, or about the Property, at any time, of any Hazardous Substance, caused solely by the Grantee.

H. General Indemnification Of the United States of America. Grantor shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantee may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this Conservation Easement Deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

XIII. EXTINGUISHMENT, CONDEMNATION AND SUBSEQUENT TRANSFER

A. Extinguishment. This Easement may be terminated or extinguished, whether in whole or in part only upon petition by one or all of the parties, by a court having jurisdiction over this Easement that determines by judicial proceedings that circumstances have rendered the Purpose impossible to achieve. In making this grant, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically viable than permitted uses. It is the intent of both Grantor and Grantee that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of the Easement. Specifically, the cessation of agricultural operations shall not be considered grounds for extinguishment of this Conservation Easement. Grantor and Grantee agree that the proceeds to which Grantee will be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property subsequent to such termination or extinguishments, will be determined, unless otherwise provided by Washington law at the time, in accordance with Section XIII.B. Those proceeds shall be apportioned as follows: to USDA 50%; to Methow Conservancy 50%; this allocation represents the proportion each party contributed to the purchase price of the easement.

B. Valuation. This Easement constitutes a real property interest immediately vested in Grantee and the United States, which, for the purpose of Section XIII of this Easement, the Parties stipulate to have a fair market value determined by multiplying the then fair market value of the Protected Property as if it were unencumbered by the Easement (minus any increase in the value of the Protected Property attributable to improvements placed on the Protected Property after the effective date of this Easement) by the ratio of the appraised value of the Easement to the fair market value of the Protected Property, without deduction for the



value of the Easement, as of the effective date of this Easement. That ratio is .7/1, and shall remain constant.

C. **Condemnation.** If all or any of the Protected Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee will act jointly to recover the full value of the interest in the Protected Property subject to the taking or in lieu purchase and all direct or incidental damages resulting from the taking or in lieu purchase. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase will be paid out of the amount recovered. Except as provided by applicable law, Grantor and Grantee agree that Grantee's share of the balance of the amount recovered will be determined by multiplying that balance by the ratio set forth in subsection XIII. B above. Those proceeds shall be apportioned as follows: to USDA 50%; to Methow Conservancy 50%; this allocation represents the proportion each party contributed to the purchase price of the easement.

D. **Application of Proceeds.** Grantee will use any proceeds received under the circumstances described in this Section XIII in a manner consistent with its conservation purpose, which is exemplified by this Easement.

E. **Subsequent Transfers.** Grantor agrees to:

1. Incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest;
2. Describe this Easement in and append it to any executory contract for the transfer of any interest in the Protected Property;
3. Pay a transfer fee of $\frac{1}{4}$ of 1% of the purchase price to Grantee at the time of transfer of any interest in the Property, to be used for purposes consistent with Grantee's mission. In the event of the failure to pay this transfer fee to Grantee at the time of transfer, Grantee shall have the right to file a lien for such unpaid transfer fee which shall be subordinate to this Conservation Easement and to any first mortgage on the property. Any such lien may be enforced and/or foreclosed in accordance with the laws of the State of Washington. When the sale of the Property is a part of the sale of a larger property, the purchase price shall be calculated on a per acre basis, as a proportion of the purchase price of the larger property.

An exchange of properties pursuant to Code section 1031, or similar statute, shall be deemed to be for consideration based on the market value of the Property received at the time of such transfer. Market value shall be determined by agreement of the Grantor and the Grantee, or in the absence of such agreement, by an appraiser licensed in the State of



Washington selected and paid for by the Grantee. Additionally, Grantor shall notify Grantee in writing of such transfer within 5 business days after closing using the form in Exhibit D attached hereto.

The failure of Grantor to perform any act required by this subsection will not impair the validity of this Easement or limit its enforceability in any way.

XIV. AMENDMENT

If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that no amendment will be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including RCW 64.04.130, Chapter 84.34 RCW, or Section 170(h) of the Code, as amended (or any successor provision(s) then applicable). Any such amendment must be consistent with the Purpose, may not affect its perpetual duration, and will be recorded in the official records of Okanogan County, Washington, and any other jurisdiction in which such recording is required.

XV. ASSIGNMENT AND SUCCESSION

A. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Code, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250 (or any successor provision(s) then applicable). As a condition of such transfer, Grantee will require that the transferee exercise its rights under the assignment consistent with the Purpose. Grantee will notify Grantor in writing, at Grantor's last known address, in advance of such assignment. The failure of Grantee to give such notice will not affect the validity of such assignment nor impair the validity of this Easement or limit its enforceability in any way.

B. Succession. If at any time it becomes impossible for Grantee to ensure compliance with the covenants, terms, conditions and restrictions contained in this Easement, or Grantee ceases to exist or to be authorized to acquire and hold conservation easements under RCW 64.04.130 and 84.34.250 (or any successor provision(s) then applicable, and to be a qualified origination under Section 170(h) of the Code, as amended (or any successor provision then applicable), then Grantee's rights and obligations under this Easement will become vested and fall upon one of the following named entities to the extent that they accept this Easement, in the following order:



1. Chelan-Douglas Land Trust; or

2. Such other entity, with purposes similar to Grantee's, constituting a "qualified organization" within the meaning of Section 170(h) of the Code, as amended (or any successor provision then applicable), authorized to acquire and hold conservation easements under RCW 64.04.130 and 84.34.250 (or any successor provision(s) then applicable, provided that if such vesting in any of the entities named above is deemed to be void under the Rule Against Perpetuities, the rights and obligations under this Easement will vest in such organization as a court having jurisdiction shall direct, pursuant to then applicable Washington law and the Code and with due regard to the Purpose.

XVI. THIRD PARTY RIGHTS

Rights of the United States of America. Under this Conservation Easement, the United States is granted the right of enforcement in order to protect the public investment. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, will exercise these rights under the following circumstances: In the event that the Grantee fails to enforce any of the terms of this Conservation Easement, as determined in the sole discretion of the Secretary, the Secretary and his or her successors or assigns may exercise the United States' rights to enforce the terms of this Conservation Easement through any and all authorities available under Federal or State law.

XVII. RECORDATION

Grantee will record this instrument in a timely fashion in the official records of Okanogan County, Washington, and in any other appropriate jurisdictions, and may re-record it at any time as may be required to preserve its rights in this Easement.

XVIII. NO MERGER

In the event that Grantee acquires all or a portion of the fee title to the Protected Property, it is the intent of Grantor and Grantee that no merger of title shall take place that would merge the restrictions of this Easement with fee title to the Protected Property and thereby eliminate them, and that the restrictions on the use of the Protected Property, as embodied in the Easement, shall, in the event that all or a portion of title become vested in Grantee, become and remain permanent and perpetual restrictions on the use of the Protected Property. Grantee covenants to do what is required to prevent merger of title, including, if necessary, assignment of the Easement to an appropriate third party pursuant to Section XV.A.



XIX. GENERAL PROVISIONS

A. **Controlling Law.** The interpretation and performance of this Easement is governed by the laws of the State of Washington.

B. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement will be liberally construed in favor of the grant to effect the Purpose of this Easement and the policy and purpose of RCW 64.04.130 and Chapter 84.34 RCW. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose that would render the provision valid will be favored over any interpretation that would render it invalid.

C. **Severability.** If any provision of this Easement, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, will not be affected.

D. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Protected Property and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Protected Property, all of which are merged into this Easement. No alteration or variation of this instrument will be valid or binding unless contained in an amendment that complies with Section XIV.

E. **No Forfeiture.** Nothing contained in this Easement will result in a forfeiture or reversion of Grantor's title in any respect.

F. **"Grantor" - "Grantee".** The terms "Grantor" and "Grantee," wherever used in this Easement, and any pronouns used in their place, means and includes, respectively, the above-named Grantor, and its personal representatives, heirs, successors, and assigns, and the above-named Grantee, its personal representatives, successors and assigns.

G. **Successors and Assigns.** The covenants, terms, conditions, and restrictions of this Easement are binding upon, and inure to the benefit of, the parties to this Easement and their respective personal representatives, heirs, successors, and assigns, and will continue as a servitude running in perpetuity with the Protected Property.

H. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Protected Property, except that liability for acts or omissions occurring prior to transfer will survive transfer.



I. **Counterparts.** The Parties may execute this instrument in two or more counterparts, which will be signed by all Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

J. **Authority.** The individuals signing below, if signing on behalf of any entity, represent and warrant that they have the requisite authority to bind the entity on whose behalf they are signing.

K. **Captions.** The captions in this instrument have been inserted solely for convenience and ease of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

L. **Recitals.** The Parties agree that the terms and recitals set forth in Section I (among other terms of this Easement) are material to this Easement, and that each Party has relied on the material nature of such terms and recitals in entering into this Easement. Each term and recital set forth in Section I is fully incorporated into this Easement.

M. **Effective Date.** The effective date of this Easement is the date of recording in the records of Okanogan County, Washington.

XX. SCHEDULE OF EXHIBITS

- A. Legal Description of Protected Property Subject to Easement.
- B-1. Site Map.
- B-2. Soils Map
- C. Notice of Transfer.
- D. Dedicated Water Rights



TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this
17th day of August, 2011

HANCOCK SPRINGS, LLC

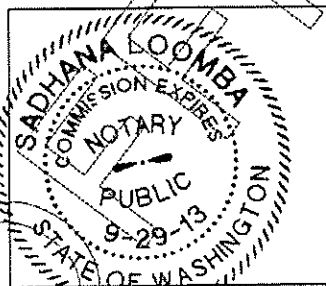
By: Ryan Allison
Ryan Allison, Member

STATE OF WASHINGTON)

COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that
Ryan Allison 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
member of Hancock Springs, LLC to be the free
and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Aug 17/2011



(Use this space for notarial stamp/seal)

Sadhana Loomba

Notary Public

Print Name SADHANA LOOMBA

My commission expires 09/29/2013

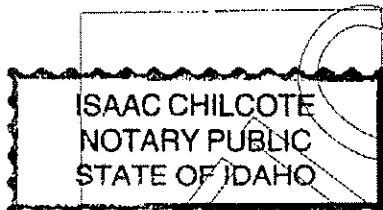


By Carol Allison - Sanderson
Carol Allison Sanderson, Member

STATE OF IDAHO)
COUNTY OF Blaine) ss

I, Carol Allison - Sanderson, 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 Member of Hancock Springs LLC to be the true and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 08/27/2011



Notary Public
Print Name Isaac R. Chilcote
My commission expires 08/27/2014

(Use this space for notarial stamp seal)



By

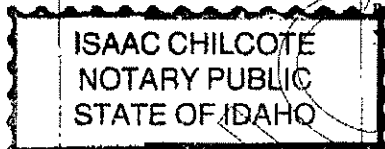
Gail Allison - Sanderson
Gail Allison Sanderson, Trustee of Allison Credit Shelter Trust, Member

STATE OF IDAHO

COUNTY OF *Blaine*

I certify that I know or have satisfactory evidence that *Gail Allison - Sanderson* 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 *TTEE Member* of *Hancock Springs LLC* to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated *08/17/2011*



Isaac Chilcote
Notary Public
My commission expires *08/27/2014*

(Use this space for notarial stamp/ seal)



The Methow Conservancy does hereby accept the above Grant Deed of Conservation Easement.

Dated: August 17, 2011

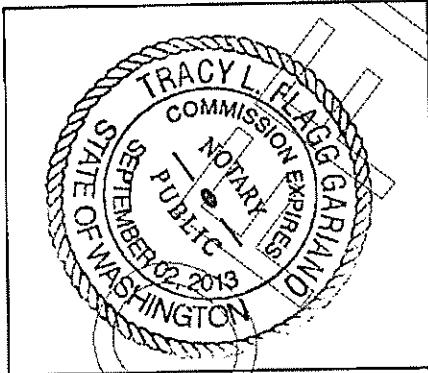
Grantee

By Charlotte Alkire
Its President

STATE OF WASHINGTON)
) ss.
COUNTY OF OKANOGAN)

I certify that I know or have satisfactory evidence that Charlotte Alkire 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 President of the Methow Conservancy to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Aug 17, 2011



(Use this space for notarial stamp/seal)

Tracy L. Flagg Gariano
Notary Public
Print Name TRACY L. FLAGG GARIANO
My commission expires 9-2-2013

ACCEPTANCE OF PROPERTY INTEREST BY THE NATURAL RESOURCES
CONSERVATION SERVICE

The Natural Resources Conservation Service, an agency of the United States Government, hereby accepts and approves the foregoing conservation easement deed, and the rights conveyed therein, on behalf of the United States of America for the Hancock Springs LLC property under FRPP agreement 73-0546-09-008.

Raymond A. DeBorja
Authorized Signatory for the NRCS

8/12/11 Date

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this 12th day of AUGUST, 2007, before me, the undersigned, a Notary Public in and for the State, personally appeared ROYLENE RIDES AT THE DOOR known or proved to me to be the person whose signature appears above, and who being duly sworn by me, did say that he is the Contracting Officer of the Natural Resources Conservation Service, United States Department of Agriculture, is authorized to sign on behalf of the agency, and acknowledged and accepted the rights conveyed by the deed to be his voluntary act and deed.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

Notary Public
State of Washington
JANICE M. MONK
MY COMMISSION EXPIRES
June 20, 2015

Notary Public

Print Name JANICE M. MONK

My commission expires 06/20/2015

(Use this space for notarial stamp/seal)



EXHIBIT A to Conservation Easement

Legal Description

Lot 2 of the Hancock alteration of the lucky jim short plat, spa 2010-1 as recorded under Auditor's file Number 3155601, and volume i-1 of plats, pages 249 and 250, Records of the Auditor of Okanogan County, Washington, and portions of the Northwest one-quarter, the Southwest one-quarter, the Northwest one-quarter of the Southeast one-quarter, and the Southwest one-quarter of the Northeast one-quarter, Section 15, Township 35 North, Range 20 East, Willamette Meridian, Okanogan County, Washington and being more particularly described as follows:

Commencing at the West one-quarter of Section 15, from which the Northwest corner of said Section 15 bears, North 00°17'06" West a distance of 2659.49 feet;
Thence North 00°17'06" West a distance of 1329.74 feet to the South line of Lot 1, of said Hancock Alteration;
Thence along said South line of said Lot 1, North 89°50'56" East a distance of 402.37 feet;
Thence along the East line of Lot 1, North 40°17'10" West a distance of 256.24 feet;
Thence North 00°47'07" West a distance of 788.70 feet to the North line of said Lot 2;
Thence along said North line of said Lot 2, North 89°56'01" East a distance of 907.86 feet;
Thence South 33°47'59" East a distance of 339.94 feet to the East line of said Lot 2;
Thence continuing along said East line South 00°17'06" East a distance of 973.73 feet to the South line of said Lot 2;
Thence along the South line of said Lot 2, South 89°01'38" West a distance of 790.43 feet;
Thence North 38°22'54" West a distance of 24.23 feet;
Thence North 58°28'14" West a distance of 298.25 feet;
Thence leaving said South Line, South 15°48'23" East a distance of 609.68 feet;
Thence South 00°00'00" East a distance of 1236.31 feet;
Thence North 82°39'20" East a distance of 1434.69 feet;
Thence South 86°53'33" East a distance of 1074.18 feet;
Thence North 67°38'05" East a distance of 77.51 feet;
Thence South 81°33'56" East a distance of 52.59 feet to the Westerly edge of the existing road bed of Okanogan County Road No. 1131 known as Wolf Creek Road;
Thence along said Westerly edge South 08°20'18" West a distance of 122.60 feet;
Thence South 01°33'09" East a distance of 187.32 feet;
Thence South 27°16'52" East a distance of 141.16 feet;
Thence South 18°45'13" East a distance of 185.81 feet;
Thence South 15°29'50" East a distance of 230.65 feet;
Thence South 13°40'57" East a distance of 429.10 feet;
Thence leaving said Westerly edge North 70°01'13" West a distance of 237.94 feet;
Thence South 49°55'12" West a distance of 153.66 feet;
Thence North 70°44'26" West a distance of 639.23 feet;
Thence North 75°21'13" West a distance of 132.89 feet;



Thence South 76°20'18" West a distance of 278.19 feet;
Thence North 88°55'19" West a distance of 290.42 feet;
Thence North 87°44'30" West a distance of 512.19 feet;
Thence North 58°05'28" West a distance of 319.78 feet;
Thence North 40°05'13" West a distance of 345.24 feet;
Thence North 39°19'24" West a distance of 294.41 feet;
Thence North 63°55'40" West a distance of 292.59 feet;
Thence South 83°05'10" West a distance of 230.69 feet to the West line of said Section 15;
Thence along said West line, North 00°17'06" West a distance of 755.41 feet to the West one-quarter of said Section 15 and the Point of Beginning.

SUBJECT TO the following exceptions to title:

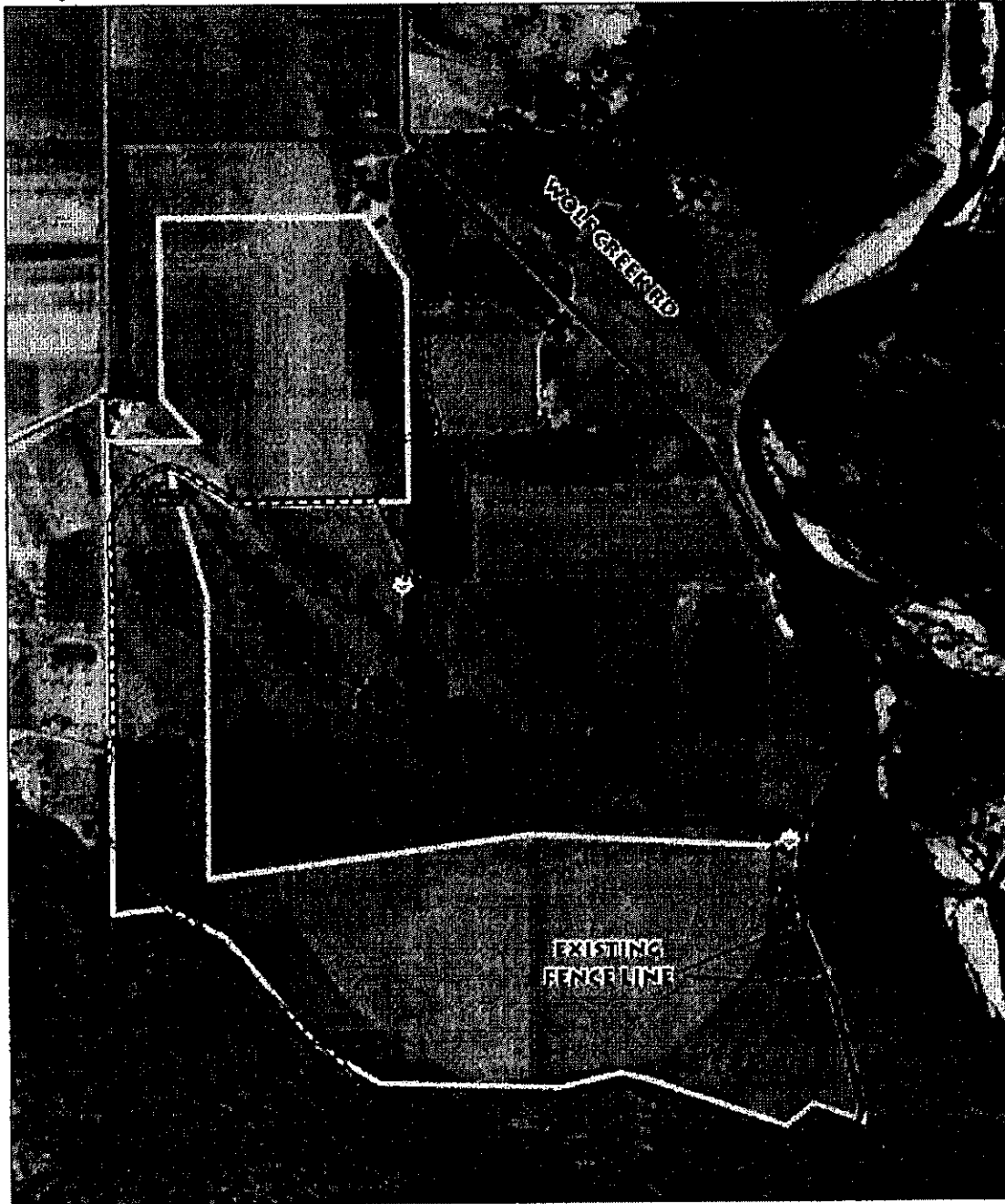
1. Irrigation Well Share Agreement and the terms and conditions thereof.
Recorded: May 14, 1999
Recording No. 3009196
2. Rights of way and easements for ditches, drains, canals, flumes and laterals of the so-called Hancock-Raum ditch.
3. Right of Way and the terms and conditions thereof:
Grantee: Okanogan County Electric Coop, Inc.
Recorded: October 3, 2006
Recording No: 3109386
4. Right of Way Deed and the terms and conditions thereof:
Grantee: Methow Institute Foundation;
Purpose: Methow Valley Community Trail;
Area Affected: A portion of said premises;
Recorded: July 20, 2011;
Recording No.: 3165590.
13. Easement and the terms and conditions thereof:
Purpose: Road and utility easement;
Area Affected: A portion of said premises
Recorded: August 4, 2011;
Recording No.: 3165972.

Re-recorded August 15, 2011, under auditor's file no. 3166174 to correct legal description.



HANCOCK SPRINGS AG EASEMENT

EXHIBIT B-1



- AGRICULTURAL CONSERVATION EASEMENT
- - - FARMSTEAD ZONE
- - - METHOW COMMUNITY TRAIL (WINTER ONLY)
- EXISTING ROADS

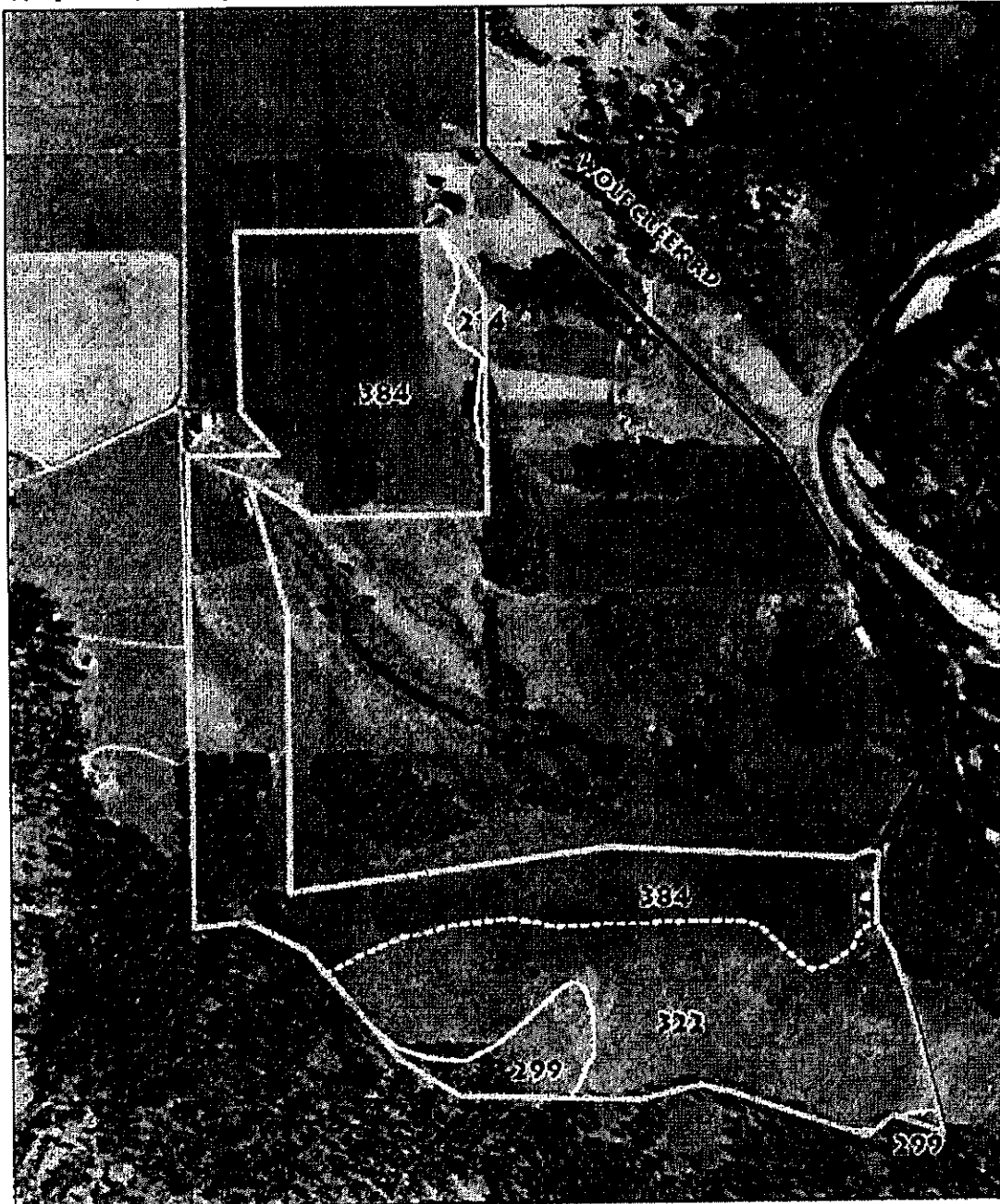
SCALE: 1 INCH = 500 FEET
AERIAL: NAIP 2009
6/9/2011





HANCOCK SPRINGS AG EASEMENT

EXHIBIT B-2 SOILS



25% OR 10% ACRES OF THE PROPERTY HAVE SOILS DEFINED AS
FARMLAND OF STATEWIDE IMPORTANCE

- 214 ROESSEL FINE SANDY LOAM, 0 - 2% SLOPES (S1)
- 299 JIMBLUFF GRAVELLY ASHY SANDY LOAM, 5 - 25% SLOPES
- 322 LAHLASHY SANDY LOAM, 0 - 25 % SLOPES (S1)
- 384 MUCKAMUCK SILT LOAM, 0 - 2% SLOPES (S1)

SCALE: 1 INCH = 500 FEET
AERIAL: PNR 2004
6/9/2011

NOTA



EXHIBIT C to Conservation Easement

Notice of Transfer

Date: _____

To: Methow Conservancy ("Grantee")
From: _____ ("Grantor")

Pursuant to Section 13.E of the Deed of Conservation Easement recorded (date) under Auditor's File Number _____, Grantee is hereby notified by Grantor of the transfer of the fee simple interest in the subject Property legally described in **Exhibit A** attached hereto effective [insert date of closing] to [insert name of new Grantor], who can be reached at [insert name, legal address, phone and fax number]. Also pursuant to Section 13 of the aforementioned Deed of Conservation Easement is attached a copy of the new ownership deed.

GRANTOR:

By: _____

Title: _____



EXHIBIT D to Conservation Easement

Dedicated Water Rights

108.8 acre feet/yr from a groundwater well under Water Right No. CS4-WRC120526; and

135 acre feet/yr from a groundwater well under Water Right No. G4-243350.



Priority Habitats and Species on the Web



Report Date: 05/22/2025

PHS Species/Habitats Overview:

Occurrence Name	Federal Status	State Status	Sensitive Location
Summer Steelhead	N/A	N/A	No
Steelhead	Threatened	N/A	No
Rainbow Trout	N/A	N/A	No
Mule deer	N/A	N/A	No
Northwest white-tailed deer	N/A	N/A	No
Harlequin duck	N/A	N/A	No
Freshwater Emergent Wetland	N/A	N/A	No
Freshwater Forested/Shrub Wetland	N/A	N/A	No
Shrubsteppe	N/A	N/A	No
Golden eagle		Candidate	Yes
Little Brown Bat			Yes
Northern Spotted Owl	Threatened	Endangered	Yes
Yuma myotis			Yes

PHS Species/Habitats Details:

Summer Steelhead	
Scientific Name	<i>Oncorhynchus mykiss</i>
Priority Area	Breeding Area
Site Name	Hancock Creek
Accuracy	NA
Notes	LLID: 1203181485285, Fish Name: Steelhead Trout, Run Time: Summer, Life History: Anadromous
Source Record	3928
Source Dataset	SWIFD
Federal Status	N/A
State Status	N/A
PHS Listing Status	PHS Listed Occurrence
Sensitive	N
SGCN	N
Display Resolution	AS MAPPED
More Info	http://wdfw.wa.gov/wlm/diversty/soc/soc.htm
Geometry Type	Lines

Steelhead	
Scientific Name	<i>Oncorhynchus mykiss</i>
Priority Area	Occurrence
Site Name	Hancock Creek
Accuracy	NA
Notes	LLID: 1203181485285, Stock Name: Methow Summer Steelhead, Run: Summer, Status: Unknown
Source Record	6912
Source Dataset	SASI
Source Name	Not Given
Source Entity	WDFW Fish Program
Federal Status	Threatened
State Status	N/A
PHS Listing Status	PHS Listed Occurrence
Sensitive	N
SGCN	N
Display Resolution	AS MAPPED
More Info	http://wdfw.wa.gov/wlm/diversty/soc/soc.htm
Geometry Type	Lines

Rainbow Trout	
Scientific Name	<i>Oncorhynchus mykiss</i>
Priority Area	Occurrence/Migration
Site Name	Hancock Creek
Accuracy	NA
Notes	LLID: 1203181485285, Fish Name: Rainbow Trout, Run Time: Unknown or not Applicable, Life History: Resident
Source Record	3927
Source Dataset	SWIFD
Federal Status	N/A
State Status	N/A
PHS Listing Status	PHS Listed Occurrence
Sensitive	N
SGCN	N
Display Resolution	AS MAPPED
More Info	http://wdfw.wa.gov/wlm/diversty/soc/soc.htm
Geometry Type	Lines

Mule deer	
Scientific Name	<i>Odocoileus hemionus hemionus</i>
Priority Area	Regular Concentration
Site Name	METHOW MIGRATION CORRIDORS - MULE DEER
Accuracy	1/4 mile (Quarter Section)
Notes	MIGRATION CORRIDOR- MULE DEER - VALLEY OR RIVER CROSSING AREAS THAT ARE CRITICAL TO MIGRATING DEER - AREAS PRONE TO DEVELOPMENT
Source Record	900555
Source Dataset	PHSREGION
Source Name	KING, JERRY
Source Entity	WA Dept. of Fish and Wildlife
Federal Status	N/A
State Status	N/A
PHS Listing Status	PHS LISTED OCCURRENCE
Sensitive	N
SGCN	N
Display Resolution	AS MAPPED
ManagementRecommendations	http://wdfw.wa.gov/publications/pub.php?id=00612
Geometry Type	Polygons

Northwest white-tailed deer	
Scientific Name	<i>Odocoileus virginianus ochrourus</i>
Priority Area	Regular Concentration
Site Name	WHITE TAILED DEER WINTER RANGE -METHOW VALLEY
Accuracy	1/4 mile (Quarter Section)
Notes	WHITE-TAILED DEER WINTER RANGE. LOWLAND RIVER BOTTOM- PRIMARILY MULTILAYERED DECIDUOUS VEGETATION - WHITE TAIL DEER USE YEAR-ROUND
Source Record	900556
Source Dataset	PHSREGION
Source Name	KING, JERRY
Source Entity	WA Dept. of Fish and Wildlife
Federal Status	N/A
State Status	N/A
PHS Listing Status	PHS LISTED OCCURRENCE
Sensitive	N
SGCN	N
Display Resolution	AS MAPPED
ManagementRecommendations	http://wdfw.wa.gov/publications/pub.php?id=00612
Geometry Type	Polygons

Harlequin duck	
Scientific Name	<i>Histrionicus histrionicus</i>
Priority Area	Regular Concentration
Site Name	METHOW VALLEY HARLEQUIN DUCKS
Accuracy	1/4 mile (Quarter Section)
Notes	LOCATIONS OF HARLEQUIN DUCKS DURING BREEDING SEASON
Source Record	900601
Source Dataset	PHSREGION
Source Name	BRADY, GEORGE
Source Entity	WA Dept. of Fish and Wildlife
Federal Status	N/A
State Status	N/A
PHS Listing Status	PHS LISTED OCCURRENCE
Sensitive	N
SGCN	Y
Display Resolution	AS MAPPED
ManagementRecommendations	http://wdfw.wa.gov/publications/pub.php?id=00026
Geometry Type	Polygons

Freshwater Emergent Wetland	
Priority Area	Aquatic Habitat
Site Name	N/A
Accuracy	NA
Notes	Wetland System: Freshwater Emergent Wetland - NWI Code: PEM1F
Source Dataset	NWIIWetlands
Source Name	Not Given
Source Entity	US Fish and Wildlife Service
Federal Status	N/A
State Status	N/A
PHS Listing Status	PHS Listed Occurrence
Sensitive	N
SGCN	N
Display Resolution	AS MAPPED
ManagementRecommendations	http://www.ecy.wa.gov/programs/sea/wetlands/bas/index.html
Geometry Type	Polygons

Freshwater Emergent Wetland	
Priority Area	Aquatic Habitat
Site Name	N/A
Accuracy	NA
Notes	Wetland System: Freshwater Emergent Wetland - NWI Code: PEM1C
Source Dataset	NWIIWetlands
Source Name	Not Given
Source Entity	US Fish and Wildlife Service
Federal Status	N/A
State Status	N/A
PHS Listing Status	PHS Listed Occurrence
Sensitive	N
SGCN	N
Display Resolution	AS MAPPED
ManagementRecommendations	http://www.ecy.wa.gov/programs/sea/wetlands/bas/index.html
Geometry Type	Polygons

Freshwater Forested/Shrub Wetland	
Priority Area	Aquatic Habitat
Site Name	N/A
Accuracy	NA
Notes	Wetland System: Freshwater Forested/Shrub Wetland - NWI Code: PSSF
Source Dataset	NWIIWetlands
Source Name	Not Given
Source Entity	US Fish and Wildlife Service
Federal Status	N/A
State Status	N/A
PHS Listing Status	PHS Listed Occurrence
Sensitive	N
SGCN	N
Display Resolution	AS MAPPED
ManagementRecommendations	http://www.ecy.wa.gov/programs/sea/wetlands/bas/index.html
Geometry Type	Polygons

Shrubsteppe	
Priority Area	Habitat Feature
Site Name	Okanogan County Shrubsteppe
Accuracy	NA
Notes	General location of Shrubsteppe. Confirm or refute with site-scale info. WDFW recommends using site-scale info to inform site-scale land use decisions. Expect that on-the-ground conditions (e.g., boundaries) will vary from the map.
Source Record	920877
Source Name	Keith Folkerts, WDFW
Source Entity	WA Dept. of Fish and Wildlife
Federal Status	N/A
State Status	N/A
PHS Listing Status	PHS LISTED OCCURRENCE
Sensitive	N
SGCN	N
Display Resolution	AS MAPPED
Geometry Type	Polygons

Golden eagle	
Scientific Name	<i>Aquila chrysaetos</i>
Notes	This polygon mask represents one or more records of the above species or habitat occurrence. Contact PHS Data Release at phsproducts@dfw.wa.gov for obtaining information about masked sensitive species and habitats.
State Status	Candidate
PHS Listing Status	PHS Listed Occurrence
Sensitive	Y
SGCN	Y
Display Resolution	TOWNSHIP
ManagementRecommendations	http://wdfw.wa.gov/publications/pub.php?id=00026

Little Brown Bat	
Scientific Name	<i>Myotis lucifugus</i>
Notes	This polygon mask represents one or more records of the above species or habitat occurrence. Contact PHS Data Release at phsproducts@dfw.wa.gov for obtaining information about masked sensitive species and habitats.
PHS Listing Status	PHS Listed Occurrence
Sensitive	Y
Display Resolution	TOWNSHIP
ManagementRecommendations	http://wdfw.wa.gov/publications/pub.php?id=00605

Northern Spotted Owl	
Scientific Name	<i>Strix occidentalis</i>
Notes	This polygon mask represents one or more records of the above species or habitat occurrence. Contact PHS Data Release at phsproducts@dfw.wa.gov for obtaining information about masked sensitive species and habitats.
Federal Status	Threatened
State Status	Endangered
PHS Listing Status	PHS Listed Occurrence
Sensitive	Y
SGCN	Y
Display Resolution	TOWNSHIP
ManagementRecommendations	http://wdfw.wa.gov/publications/pub.php?id=00026

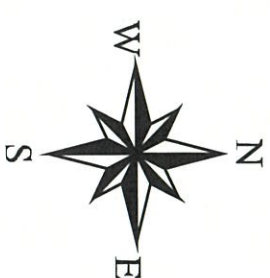
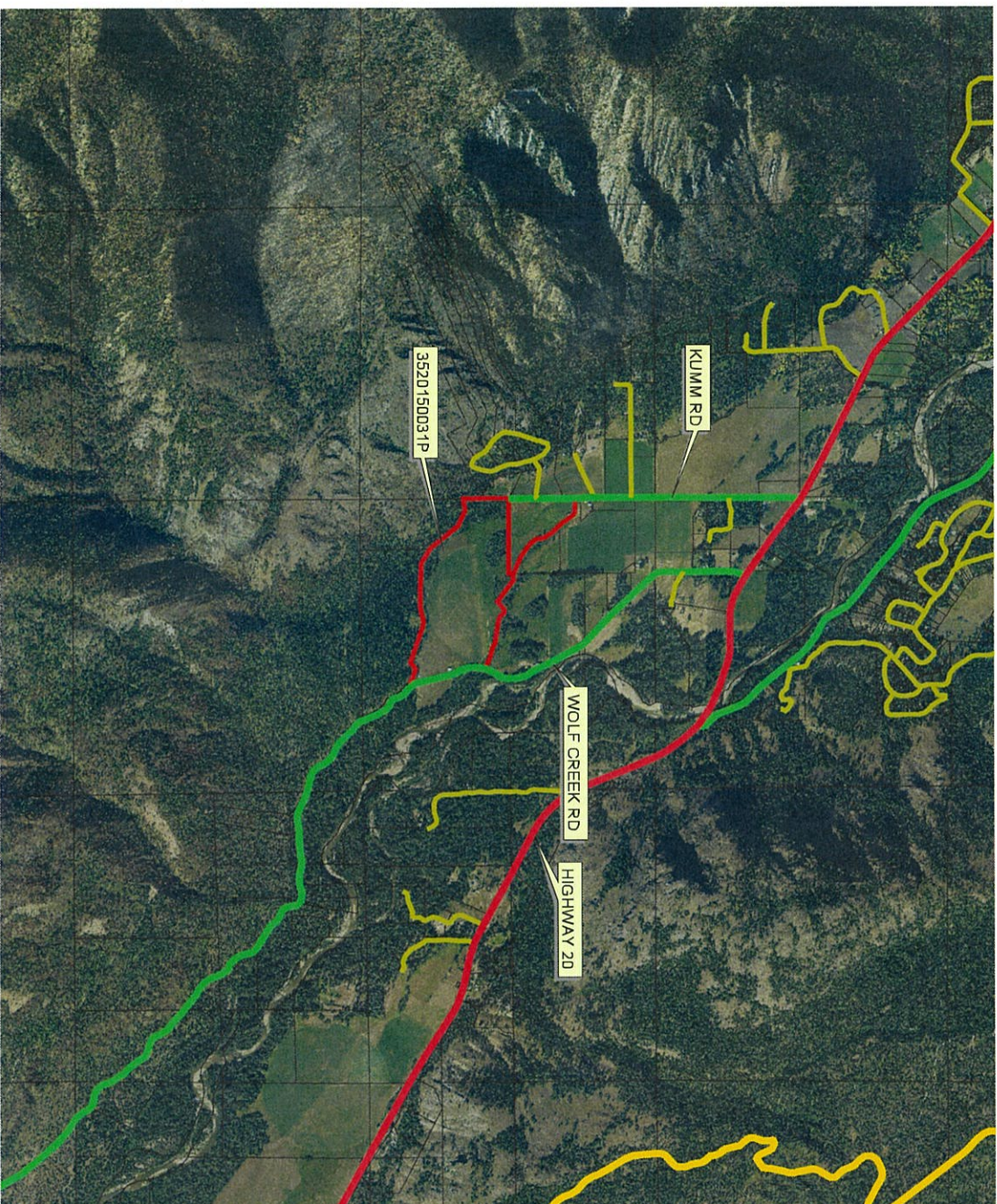
Yuma myotis	
Scientific Name	<i>Myotis yumanensis</i>
Notes	This polygon mask represents one or more records of the above species or habitat occurrence. Contact PHS Data Release at phsproducts@dfw.wa.gov for obtaining information about masked sensitive species and habitats.
PHS Listing Status	PHS Listed Occurrence
Sensitive	Y
Display Resolution	TOWNSHIP
ManagementRecommendations	http://wdfw.wa.gov/publications/pub.php?id=00605

DISCLAIMER. This report includes information that the Washington Department of Fish and Wildlife (WDFW) maintains in a central computer database. It is not an attempt to provide you with an official agency response as to the impacts of your project on fish and wildlife. This information only documents the location of fish and wildlife resources to the best of our knowledge. It is not a complete inventory and it is important to note that fish and wildlife resources may occur in areas not currently known to WDFW biologists, or in areas for which comprehensive surveys have not been conducted. Site specific surveys are frequently necessary to rule out the presence of priority resources. Locations of fish and wildlife resources are subject to variation caused by disturbance, changes in season and weather, and other factors. WDFW does not recommend using reports more than six months old.

Attachment B

Vicinity Map

Parcel 3520150031



NARR.shp

B

C

D

F

P

R

S

T

Theme9.shp

Landuse.shp

NOTICE:
The information displayed on this map is for evaluation purposes only and does not represent actual surveyed boundaries or locations. Okanogan County does not grant permission for the reproduction of the information. Map features from all sources have been adjusted to achieve the "best fit". While great care was taken in this process, maps from different sources rarely agree as to the precise location of geographic features.

Attachment C

Notices

Notice of Application and Public Hearing Hancock Springs Variance 2025-3

Notice is hereby given that a Variance application, was submitted by Joshua Schkrowsky. The Variance requested is for increased dimensional setbacks between the primary residential structure and a second residential accessory structure proposed on a 112+ acre farm property. The dimensional setback increase is needed to ensure that the location of the new proposed residence is located 1) outside of the mapped CMZ and frequently flooded areas, 2) are both located within the defined home site area approved under the applied Conservation Easement on the property that prohibits further subdivision or boundary adjustments. The property is within the Rural Residential zone which states that the accessory dwelling unit must be located no further than 100 feet from the primary dwelling unit. The Variance, if granted, would allow the residence to be constructed approximately 300 feet from the existing residence.

The property is located at 793 Wolf Creek Rd, Winthrop on parcel #3520150031.

The SEPA Responsible Official has determined the proposal is exempt from SEPA regulations per WAC 197-11-800.

The Okanogan County Hearings Examiner shall conduct a public hearing on June 4th, 2025 at 6 p.m. in the Commissioners Hearing Room. The public is welcome to comment on the project. Written comments will be accepted prior to the hearing or may be presented at the public hearing. A link will be set up on the Planning Departments website or you may join at <https://zoom.us/j/96867742631> Meeting ID: 968 6774 2631 or Dial by your location +1 253 205 0468 US or +1 253 215 8782 US (Tacoma) Meeting ID: 968 6774 2631. Direct questions and comments to: Okanogan County Office of Planning & Development, Rocky Robbins, 123 5th Ave. N, Suite 130, Okanogan, WA 98840, (509) 422-7117 Rrobbins@co.okanogan.wa.us

Omak/Okanogan Chronicle: Please publish in the **April 16th, 2025 edition of the County's Legal Notice Section of the newspaper.**

Please Furnish an affidavit of publication to Okanogan County Office of Planning & Development Send **bill to:**

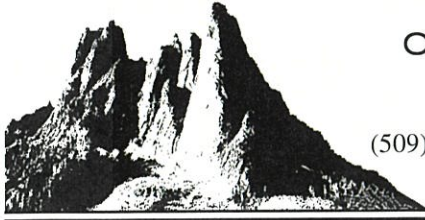
Director

Okanogan County Office of Planning & Development

123 5th Avenue North, Suite 130

Okanogan, WA 98840.

Thanks



OKANOGAN COUNTY
OFFICE OF PLANNING AND DEVELOPMENT
PLANNING • GIS • WATER RESOURCES
123 - 5th Ave. N. Suite 130 - Okanogan, WA 98840
(509) 422-7160 • FAX: (509) 422-7349 • TTY/Voice Use 800-833-6388
email: planning@co.okanogan.wa.us

NOTICE OF APPLICATION AND PUBLIC HEARING DATE

Hancock Springs Variance 2025-3

Notice is hereby given that a Variance application was submitted by Joshua Schkrohowsky. The Variance requested is for increased dimensional setbacks between the primary residential structure and a second residential accessory structure proposed on a 112+ acre farm property. The dimensional setback increase is needed to ensure that the location of the new proposed residence is located 1) outside of the mapped CMZ and frequently flooded areas, 2) are both located within the defined home site area approved under the applied Conservation Easement on the property that prohibits further subdivision or boundary adjustments. The property is within the Rural Residential zone which states that the accessory dwelling unit must be located no further than 100 feet from the primary dwelling unit. The Variance, if granted, would allow the residence to be constructed approximately 300 feet from the existing residence.

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Direct questions and comments to:
Okanogan County Office of Planning & Development,
Rocky Robbins,
123 5th Ave. N, Suite 130,
Okanogan, WA 98840,
(509) 422-7117
rrobbins@co.okanogan.wa.us

Attachment D

Agency List and Comments

Notice: Application and Hearing Date**Hancock Springs
Variance 2025-3**

Date Sent: 4/16/2025

Sent By: rr

County Agencies

X	Okanogan County Public Works	jthomson@co.okanogan.wa.us arandall@co.okanogan.wa.us
X	Okanogan County Assessors Office	ahedington@co.okanogan.wa.us lralston@co.okanogan.wa.us
X	Okanogan County Health District	Water: lmckee@co.okanogan.wa.us Sewer: mharr@co.okanogan.wa.us
X	Okanogan County Noxious Weed	jnelson@co.okanogan.wa.us
	Okanogan County Sheriff	pbudrow@co.okanogan.wa.us
X	Okanogan County Building Dept.	dhigbee@co.okanogan.wa.us
X	Okanogan County E-911 Addressing	gwyllson@co.okanogan.wa.us
X	Mazama Advisory Committee	mazamaadvisorycommittee@gmail.com

Districts

X	Irrigation District:	none
X	Fire District: #6	cacord@okanogancountyfd6.com
X	Phone District: not used	N/A Cell Phone

Other

X	Electric Company: Okanogan PUD	jerit@okpud.org , allena@okpud.org

State Agencies

X	W.S. Dept. of Ecology	Yakima: crosepacoordinator@ecy.wa.gov FormerOrchards@ecy.wa.gov
X	W.S. Department of Fish & Wildlife	WDFWR2Planning@dfw.wa.gov
X	W.S.D.N.R.	northeast.region@dnr.wa.gov Emma.Oliver@DNR.wa.gov
X	D.N.R. Natural Heritage Program	jasa.holt@dnr.wa.gov
X	Okanogan Conservation District	craign@okanogancd.org
X	Archaeology & Historic Preservation	Sydney.Hanson@dahp.wa.gov
X	W.S. Dept of Transportation	aviationlanduse@wsdot.wa.gov nc-review@wsdot.wa.gov
	W.S. Liquor and Cannabis Board	Officer: matthew.murphy@lcb.wa.gov

Federal Agencies

X	Colville Confederated Tribe	Planning: Hayley.cohen.pln@colvilletribes.com Archaeology: guy.moura@colvilletribes.com melissa.ayvaz.HSY@colvilletribes.com charles.brushwood@colvilletribes.com
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X	Yakama Nation	Phil_Rigdon@Yakama.com smih@yakamafish-nsn.gov
---	---------------	--

jthomson@co.okanogan.wa.us; arandall@co.okanogan.wa.us; ahedington@co.okanogan.wa.us;
lralston@co.okanogan.wa.us; lmckee@co.okanogan.wa.us; mharr@co.okanogan.wa.us;
inelson@co.okanogan.wa.us; pbudrow@co.okanogan.wa.us; dhigbee@co.okanogan.wa.us;
gwyllson@co.okanogan.wa.us; jerit@okpud.org; allena@okpud.org; crosepacoordinator@ecy.wa.gov;
FormerOrchards@ecy.wa.gov; WDFWR2Planning@dfw.wa.gov; northeast.region@dnr.wa.gov;
Emma.Oliver@DNR.wa.gov; jasaholt@dnr.wa.gov; craign@okanogan.cd.org; SEPA@dahp.wa.gov;
Hayley.cohen.pln@colvilletribes.com; guy.moura@colvilletribes.com;
melissa.ayvaz.hsy@colvilletribes.com; aviationlanduse@wsdot.wa.gov; nc-review@wsdot.wa.gov;
Phil_Rigdon@Yakama.com; smih@yakamafish-nsn.gov; charles.brushwood@colvilletribes.com;
matthew.murphy@lcb.wa.gov; kimberly.n.peacher.civ@us.navy.mil;
mazamaadvisorycommittee@gmail.com



Okanogan County
Department of
Public Works
1234A Second Avenue South
Okanogan, WA 98840
(509) 422-7300 FAX (509) 422-7301

Josh Thomson P.E.
Director/County Engineer

Date: April 17, 2025

To: Rocky Robbins, Project Planner
Okanogan County Department of Planning and Development

From: Anna Randall, Engineering Department
Okanogan County Department of Public Works

Subject: VAR 2025-1 Hancock Springs

- The application appears acceptable.

Attachment E

Adjacent Landowner List and Comments

PIN	CURRENT_OW	MAIL1	MAIL_2	MAIL_3	ZIP
3520150030	GIES, BRIDGET & RONALD HUBBL	PO BOX 1122	WINTHROP, WA	98862-1122	
9801810020	JENKINS ETAL, ANTONIO & ERIN	PO BOX 1332	TWISP, WA	98856-1332	
9935201608	SLATER, JARED & ELLEN	PO BOX 883	WINTHROP, WA	98862	
3520150026	WILLIAMS, MICHAEL & SARAH	5027 19TH AVE	SEATTLE, WA	98105	
3520150027	DOUGHERTY ETAL, JASON	4402 NE 60TH ST	SEATTLE, WA	98115	
8849500033	TAFT BEYL TRUS %CHRISTOPHER	10 MCKINNEY RD	WINTHROP, WA	98862	
8847200101	HASTINGS, MICHAEL A & CYNTHIA	14560 SE 51ST S	BELLEVUE, WA	98006	
8849500023	KONRAD, CHRISTOPHER & CATHE	22219 103RD AV	VASHON, WA	98070	
8849500010	POHLMANN, NILS & SARAH	3837 48TH AVE	SEATTLE, WA	98105	
9935201607	WATSON, ALAN	97 BIG VALLEY V	WINTHROP, WA	98862	
3520150024	HANCOCK SPRIN % SANDERSON, (PO BOX 1124	KETCHUM, ID	83340	

sent 4/16/25

Rocky Robbins

From: Tracy Ross <t.ross@northwestreps.net>
Sent: Sunday, May 4, 2025 3:29 PM
To: Rocky Robbins
Subject: Hancock Springs Variance

Hi Rocky, i wanted to pass on my opinion on the Hancock Springs Ranch variance request. I live in that area and object to the land owners request.

1) the land owner new what he was agreeing to when he signed the agreement with the Methow Conservancy and NRCS. He has gotten money and significant tax credits for putting that land in the conservation easement and now he wants to change the rules. As i said, he agreed to the terms when he entered the agreement with the MC/NRCS and County and now he wants to back out of that binding agreement????

2) i do not believe in the 25 years i have lived here i have ever seen that waterway flood so that house may 'officially' in a flood zone but does not flood nor is there any evidence of it flooding.

3) the primary residence on the site is just fine.

4) to convert the caretakers house to none residential use is a crime as we need all of the housing we can get in the Methow.

5) a new residence of 'no more then 3500' is 100% out of character to that site.

Sent from my.....

Thank you and I'm happy to chat further.

Tracy Ross
2068908901



Danielle R. Marchant

Bryan J. Maroney

Quentin D. Batjer

David R. Law

Krystal N. Frost

Theresa Petrey

Simon I. Vickery

Of Counsel

Robert L. White

Phillip A. Johnson

Robin R. Gaukroger

Peg R. Callaway

Thomas F. O'Connell

Steve D. Smith

May 21, 2025

Via Email: rrobbins@co.okanogan.wa.us

Okanogan County Office of
Planning & Development
Attn: Rocky Robbins
123 – 5th Ave. N., Ste. 130
Okanogan, WA 98840

Re: Hancock Springs Variance 2025-3
Objection to Variance Application for Parcel #3520150031 (Joshua
Schkrohowsky, 793 Wolf Creek Rd, Winthrop)
Public Hearing: June 4, 2025 at 6:00 p.m.

Hearing Examiner: Andy Kottkamp

Dear Mr. Kottkamp:

This letter is being submitted in opposition to the variance request 2025-3. My clients (the Williams) are the owners of the adjacent property located at 770 Wolf Creek Road. The Williams are directly and significantly impacted by this variance request.

1. No Legitimate Hardship — Financial Gain Motive

This variance is sought to increase the applicants' market value, rather than addressing any true land hardship. The property is listed for sale and is currently under a pending offer, presumably contingent on the variance approval. Personal financial gain does not constitute legal hardship under the Okanogan County Code. Variances are intended to address extraordinary physical conditions, not marketing advantages.

2. Two Accessory Dwellings are not permitted.

The applicant's property is zoned Rural Residential (RR), and the applicable code section is OCC Chapter 17A.140. 17A.140.040 (Accessory Uses) provides at subsection (B)(3):

“No more than one accessory dwelling unit shall be located on any lot”.

Presently, the applicant's property consists of a primary residence (identified as the “Farmhouse”) one accessory dwelling (identified as the “Caretakers House”), and a barn. The applicant asserts that the caretaker house will be converted to

non-residential use. However, since the applicant is selling the property, there is no guarantee any "conversion" to nonresidential use will in fact occur, meaning the property will end up having two accessory dwellings in violation of the code.

3. The Purpose of a Variance is not to Reclassify Structures which fail to comply with Size Restrictions.

OCC 17A.140.040(B)(1) states:

"On lots which meet or exceed the minimum lot size requirement of the district, one additional attached or detached accessory dwelling is allowed. **The accessory dwelling unit must be 1,500 square feet or less and must be located no further than 100 feet from the primary dwelling unit or structure.**" (emphasis ours)

Here, the applicant is proposing to build a new 3,500 square foot structure to act as the primary dwelling and convert the Farmhouse into an accessory dwelling. But the Farmhouse is 1,616 square feet according to the applicant, and marketed as 2,008 feet on MLS, both of which clearly exceed the maximum square footage for an accessory dwelling.

OCC 17A.320, the code section for variances, provides at .070 (B):

B. "Because of special circumstances applicable to the subject property, including size, shape, topography, location or surroundings, the strict application of the zoning code is found to deprive the subject property of rights and privileges enjoyed by other properties in the vicinity and under identical zone classifications;"

Here, there is no evidence other neighboring properties have accessory structures in excess of 1,500 square feet. Accordingly, this applicant is not being deprived of any right or privilege enjoyed by his neighbors.

4. The 3-Acre Home Site Could Have Been Designed to Comply with the Code

The property is subject to a Conservation Easement limiting development to a 3-acre home site. In 2023, the applicant worked with the Methow Conservancy to reestablish this building site. The applicant could have configured the home site to meet the county's 100-foot separation between primary and accessory dwellings but chose not to.

5. No Genuine Environmental Hazard — Building in the CMZ is Permitted

The applicant argues that proximity to the Channel Migration Zone (CMZ) necessitates this variance. However, Williams's property at 770 Wolf Creek Road is also located within the same CMZ, they have been permitted to build, and when they elect to commence construction, it will have to be in strict accordance with the zoning code and conservation easement.

6. Intentional Property Selection Based on Protected Views

The Williams spent five years searching for the right property to build a residence, ultimately choosing 770 Wolf Creek Road because of its exceptional views and protected land.

Before purchasing, Williams consulted with local counsel Natalie Kuehler as well as Methow Conservancy to assess potential future risks to views — and specifically 793 Wolf Creek Road.

Williams learned that:

- The Schkrohowsky Conservation Easement had already established a fixed 3-acre building site.
- The Schkrohowsky's already had a primary residence and an ADU, and thus per county code, no additional residential dwellings could be added later.
- If Schkrohowsky ever elected to build a new home, their only option would be to tear down the existing farmhouse/residence and build inside the established 3-acre building site within 100 feet of the existing ADU

The Williams purchased their land under the belief that their views were legally protected. They were thus shocked to later discover that:

- The Methow Conservancy allowed the Schkrohowskys to reconfigure their 3-acre building site and also allowed them to construct a large barn outside of the original building site, which has now impacted the Williams views (see photos attached).

7. Harm to Neighbors and Public Interest

Granting this variance would:

- Block the scenic valley views the neighbors currently enjoy. See photos depicting the impact attached.
- Decrease neighboring property values.
- Undermine the rural character of the Wolf Creek corridor.

- Weaken public trust in consistent application of county land-use laws.
- Conflict with the goals of the Conservation Easement protecting this landscape.

Conclusion

For the reasons stated above, we would respectfully urge you to deny the variance application for Parcel #3520150031. If this variance is approved, it will grant a special privilege, reward self-created issues, and harm the broader community. The applicant has other viable options to build within the rules.

Yours very truly,



THOMAS F. O'CONNELL
Attorney at Law

TFO/rek
Enclosures
cc: Clients

Hancock Springs Variance 2025-3

Legend

Farmhouse

Schoolhouse

Proposed home site

Future access road

Barn

Williams building site

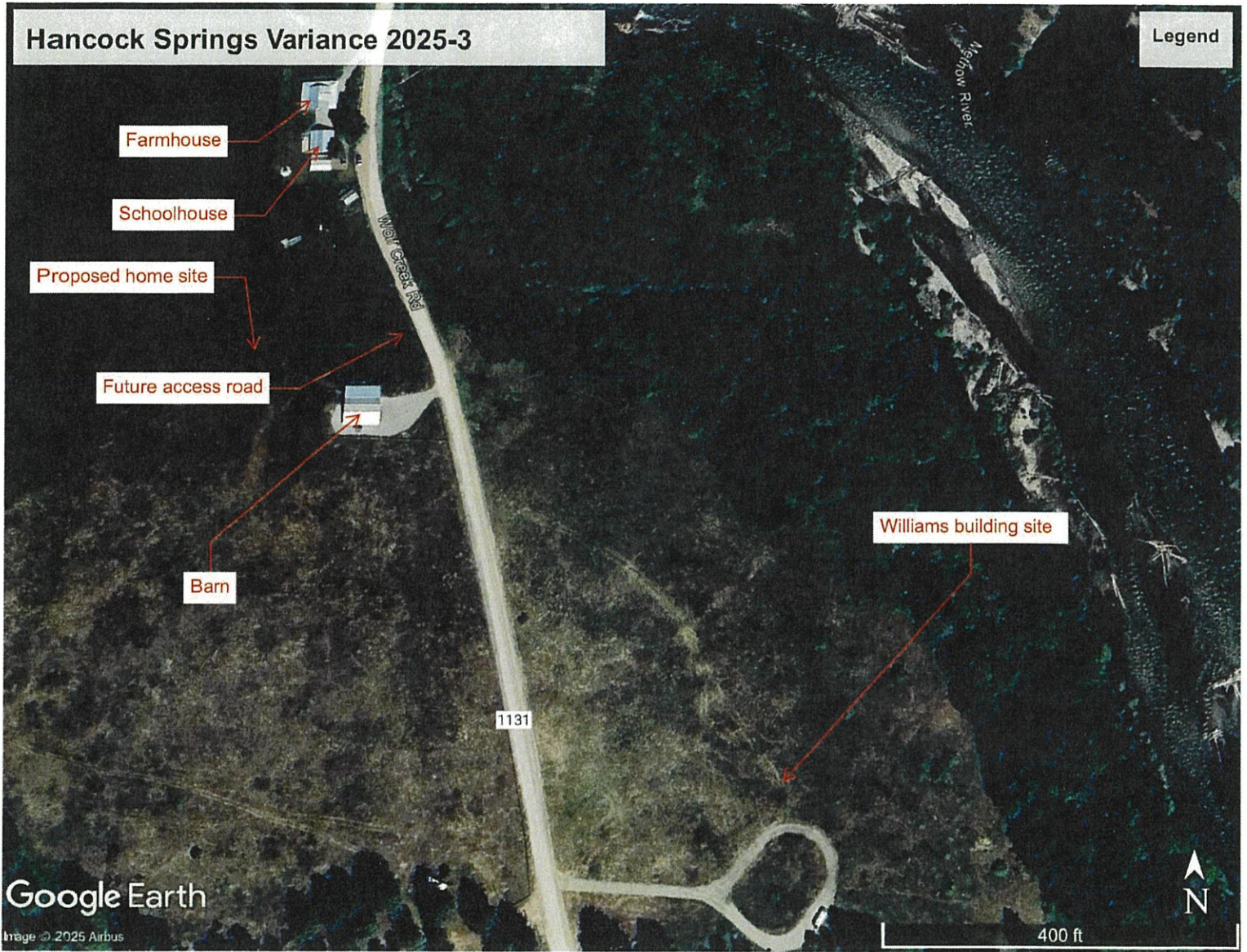
1131

Google Earth

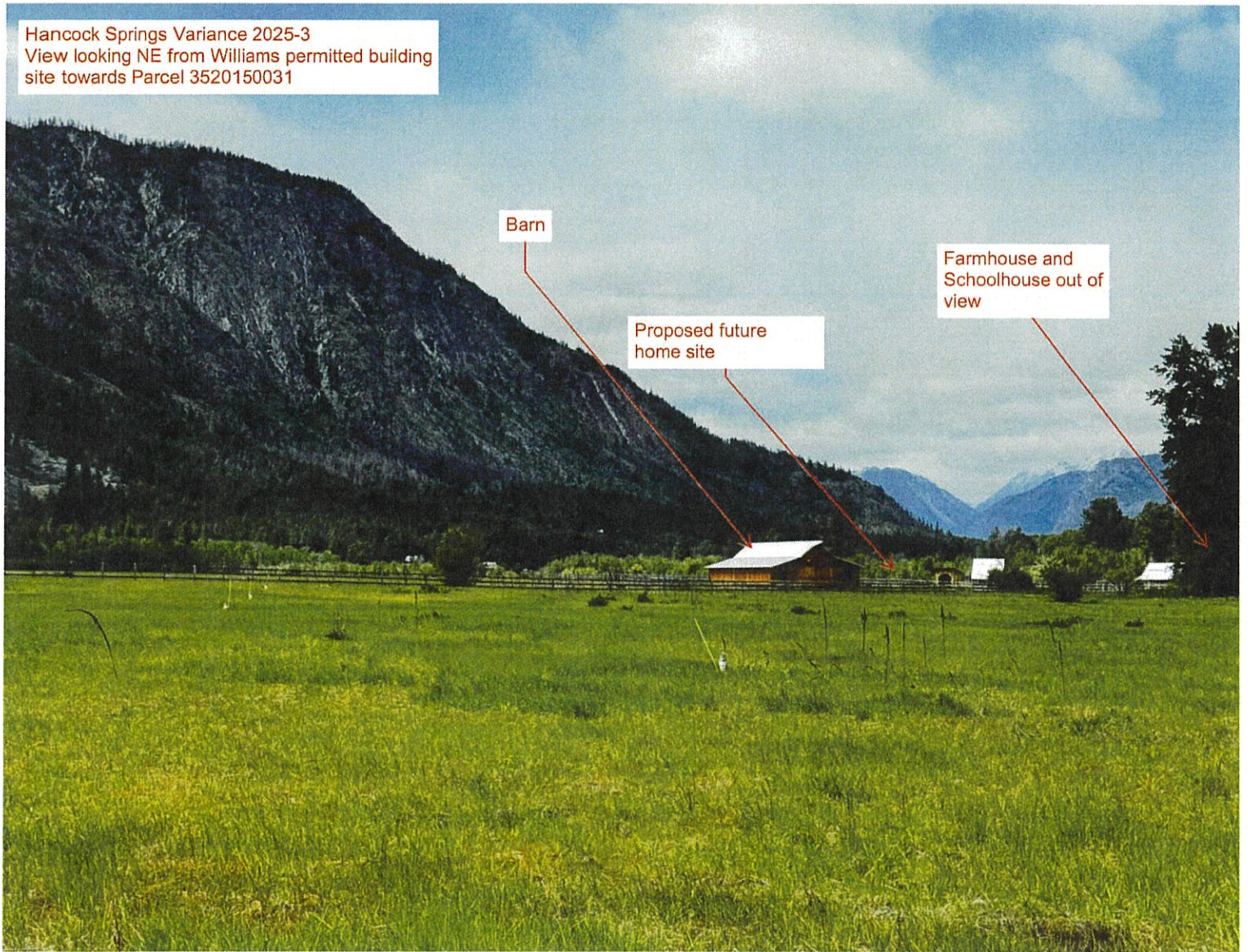
Image © 2025 Airbus

400 ft

N



Hancock Springs Variance 2025-3
View looking NE from Williams permitted building
site towards Parcel 3520150031



Attachment F
Findings of Fact

The following are findings of facts for Hancock Springs Variance 2025-3:

1. The Variance process is authorized and outlined in OCC 17.320.
2. The zoning designation is Rural Residential, under OCC, Title 17 *Zoning*.
3. The Rural Residential zone restricts the distance between dwelling units to 100 feet.
4. To be granted, this application for a variance from the Okanogan County Zoning Code it must meet all 3 criteria provided in OCC, Chapter 17.320.070, "Standards and Criteria".
5. The property is located at 791 Wolf Creek Rd, Winthrop on parcel #3520150031
6. The parcel is a legal conforming lot consisting of 91.83 acres.
7. The granting of the variance would not constitute a granting of special privileges.
8. The strict application of the zone code would not deprive the subject property of rights and privileges enjoyed by other properties in the area under the same zone however, would contrast with the intent of the Conservancy Easement and Okanogan County SMP.
9. A variance does not dismiss the requirement of obtaining development permits.
10. The granting of the variance would not be detrimental to the public welfare or injurious to the property or improvements in which the subject property or improvements are situated.
11. There is no buildable site outside of the CMZ within 100 feet of the original dwelling unit.
12. The Conservancy Easement was amended to allow buildable area outside of the CMZ.
13. The CMZ is regulated under the SMP OCC 14.15.110(D)(6).
14. Development outside of the critical areas is encouraged.
15. On March 12, 2025 An application was submitted for a variance from zone regulations in order to increase dimensional setbacks between residential structures.
16. On April 9, 2025 Staff deemed the application complete and vested the application as Hancock Springs Variance 2025-3.
17. On April 16, 2025 the Office of Planning and Development forwarded to commenting agencies the notice of application and hearing date, as well as application material for their respective review and comment on VAR 2025-3.
18. On April 16, 2025 a notice of application and hearing date for VAR 2025-3 was sent to adjacent landowners within 300 feet of the applicant's parcel.

19. On April 16, 2025 an announcement of application and hearing date for VAR 2025-3 was published in the Omak/Okanogan Chronicle.
20. A public hearing before the Okanogan County Hearings Examiner will be held June 4, 2025. At that time members of the public will be given the opportunity to enter testimony into the public record.

Attachment G
Conclusions of Law

The following are conclusions of law, based on the above findings of fact.

1. A complete application was received and vested.
2. The proposal meets all three Variance criteria set forth in OCC, Section 17.320.070, Standards and Criteria.
3. The proposal is compatible with the Comprehensive Plan.
4. Applications for a variance are allowed through OCC 17.320.
5. All procedural requirements have been met in accordance with OCC 17.320 "Variances" and OCC 20.08 Application Process.

Attachment H
Proposed Conditions of Approval If Approved

The following are the proposed conditions of approval; it is up to the Hearing Examiner to determine if these conditions are necessary and/or appropriate:

1. Any further construction shall meet all zoning requirements unless a variance is obtained before construction starts.
2. The applicant is responsible for ensuring they know where all of their property boundary lines are located.
3. The project will proceed in substantial conformance with the application materials submitted and approval.
4. The applicant must obtain all building permits for the structures.