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01/27/2026 02:04 PM Pages: 1 of 10 Fees: \$312.50
Skagit County Auditor

After recording return to:
Skagit County Farmland Legacy Program
Skagit County Commissioners Administration Building
1800 Continental Place
Mount Vernon WA 98273

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY [Signature]
DATE 1/23/2026

Amendment to Grant Deed of Conservation Easement

Reference No (AFN): 200806120048; and 202512290015

Grantor: **MLC Properties, LP, a Washington Limited Partnership**
19208 Morrison Road
Mount Vernon, WA 98274

Grantee: **Skagit County, a political subdivision of the State of Washington**
Skagit County Farmland Legacy Program
Skagit County Commissioners Administration Building
1800 Continental Place Mount Vernon WA 98273

Third-party beneficiaries: United States, through the US Department of Agriculture
 State of Washington, through the Recreation and Conservation Office
 Other: None

Abbreviated Legal Description: Ptn SW ¼ NW ¼ SW ¼ Sec. 8-33-4 EWM.
See Revised Exhibit A for full legal description.

Assessor's Property Number(s): P16539, P16540

Size of Protected Property: 39.11± acres
Original

Size of Protected Property: 49.7± acres
Amended

Index of Exhibits: The following exhibits are attached and incorporated into this Amendment to Grant Deed of Conservation Easement.

- Exhibit A Legal Description (Revised)
- Exhibit B Site Map/Plan and Building Envelope, updates pages 24-25 of Original Exhibit B (Supplemented)
- Exhibit C Legal Description from SWD AF#200807210813 (New)

SKAGIT COUNTY
Amendment # A20260011
Page 1 of 10

This Amendment to Grant Deed of Conservation Easement (herein "Amendment"), is made and entered by and between Skagit County, a political subdivision of the State of Washington ("County" or "Grantee") and MLC Properties, LP, a Washington Limited Partnership ("MLC Properties" or "Grantor"), effective as of the date of mutual execution by the parties hereto. The County and MLC Properties may be individually referred to herein as a "party" and may be collectively referred to herein as the "parties".

Background

1. Cecilia Spahr, Trustee of the Joseph J. Soler Testamentary Trust, and Christopher G. Soler and Cecilia Spahr, co-trustees under the Soler Family Farm Trust, dated December 18, 1991, each trust as to an undivided $\frac{1}{2}$ interest (the "original Grantors"), granted Skagit County, a political subdivision of the State of Washington ("County") a Grant Deed of Conservation Easement ("Conservation Easement") encumbering Protected Property as defined therein and commonly known as the Soler Family Farm Trust Property (Skagit County Contract #C20080305, dated June 12, 2008, recorded per Auditor's File No.: 200806120048), as provided by and subject to the terms therein.
2. The Grant Deed of Conservation Easement ("Conservation Easement"), recorded per Auditor's File No.: 200806120048, encumbered Protected Property commonly identified as P16539, and the east half of P16540. The Conservation Easement also included reference to P16534, which prior to the recording of the Conservation Easement had merged with P16539 through a boundary line adjustment (dated November 8, 2007, recorded per Auditor's File No.: 200711080020). The Conservation Easement involves Protected Property now commonly identified as P16539 and P16540.
3. On July 21, 2008, the original Grantors (Cecilia Spahr, Trustee of the Joseph J. Soler Testamentary Trust, and Christopher G. Soler and Cecilia Spahr, co-trustees under the Soler Family Farm Trust, dated December 18, 1991, each trust as to an undivided $\frac{1}{2}$ interest), sold the Protected Property to MLC Properties, LP, a Washington Limited Partnership (per Skagit County Statutory Warranty Deed, recorded per Auditor's File No.: 200807210183), and MLC Properties, LP, is now the successor owner of the Protected Property ("Grantor"). A copy of the legal description for the Protected Property, as conveyed to Grantor is attached as **Exhibit C** and incorporated herein.
4. Grantor, MLC Properties, has recently executed and recorded a Quitclaim Deed implementing a Boundary Line Adjustment ("BLA") involving the Protected Property, dated December 29, 2025, and recorded per Auditor's File No.: 202512290015. The BLA requires the Conservation Easement to be amended to satisfy the requirements of SCC 14.76.200(4). The terms of the Conservation Easement also require the parties to amend the Conservation Easement to include additional acreage resulting from the BLA, and the parties desire to amend the Conservation Easement accordingly pursuant to the terms of this Amendment.
5. As a result of the BLA, the original easement area footprint of the Protected Property will increase as a result of this Amendment, from 39.11 acres to 49.7 acres. No net loss of acreage will occur as a result of this Amendment.
6. No new parcel(s) were created from the boundary line adjustment (BLA).

NOW THEREFORE, in consideration of the mutual covenants contained in this Amendment and for good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties agree as follows:

Terms of Amendment

1. In recognition of the recorded BLA, the Conservation Easement area footprint on the Protected Property shall be increased from 39.11 acres to 49.7 acres.

2. Section VI.D, **Impervious Surface** of the Conservation Easement, is amended and supplemented to read as follows:

The total area covered by structures and any kind of impervious surfaces, such as rooftops, asphalt, and/or concrete shall be limited to no more than two percent (2%) of the area of the Protected Property, inclusive of any and all impervious surfaces prior to the established easement and the addition of any and all creations of impervious surfaces on any portion of the original Protected Property. The total area covered by gravel on the Protected Property shall be subject to this two percent (2%) limitation unless Grantor obtains prior approval from Grantee as provided in Section VIII to increase the percentage of total surfaces covered by gravel and other imperious surfaces above the two percent (2%) limitation, provided that the total amount of gravel and other impervious surfaces shall never exceed two percent (2%) of the total area of the Protected Property,

Minor unenclosed agricultural improvements such as corrals, hayracks, headgates, fences, ditches, culverts, stock tanks, or other minor agricultural structures do not count against this total impervious surface limit.

"Impervious surface" 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.

The impervious surface limitations established by the terms of this Easement shall apply collectively and jointly to all parcels comprising the Protected Property regardless of subsequent ownership. If ownership of the Protected Property is subsequently conveyed to more than one owner(s), it shall be the responsibility of such Grantor(s) to inform all subsequent purchaser(s) of the Protected Property (or portions thereof) of the impervious surface limitations created and collectively imposed on the Protected Property pursuant to the terms of this Easement, and it shall also be the responsibility of Grantor to adequately and independently coordinate with any subsequent purchaser(s) of the Protected Property (or a portion thereof) concerning the use, maintenance, construction and/or placement of any additional impervious surface at any portion of the Protected Property. The Grantor (and any subsequent purchaser[s] of the Protected Property, or a portion thereof) shall release, indemnify, and hold the County harmless from any and all liability, claims, costs, and/or damages arising from or related to the creation and/or use of impervious surfaces at the Protected Property in any manner.

3. The parties agree that an amended legal description of the Protected Property resulting from the BLA is attached hereto as **Exhibit A** and incorporated herein. The parties agree that this revised **Exhibit A** shall amend and supersede the legal description for the Protected Property which is subject to the Conservation Easement.
4. The parties agree that the Conservation Easement shall also be amended and supplemented to include the revised Site Map/Plan and Building Envelope (updating pages 24-25 of original). The parties agree that the attached **Exhibit B** (incorporated herein) shall amend and supplement such original Exhibit B of the Conservation Easement accordingly.

Reaffirmation

All other terms and conditions of the Conservation Easement not expressly modified herein are hereby ratified and reaffirmed and shall remain unchanged and in full force and effect. This Amendment shall be promptly recorded upon mutual execution by the parties, and shall become effective upon recording.

Each party is signing this Amendment agreement on the date stated opposite that party's signature. 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.

GRANTOR:

MLC PROPERTIES, LP, A WASHINGTON LIMITED PARTNERSHIP

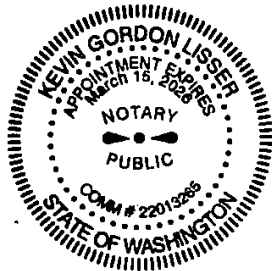
By: *Darrin Morrison* 12-23-25
Name: Darrin Morrison Date
Title: General Partner/Governor

State of Washington
County of Skagit

Representative Acknowledgement—RCW 42.44.100(2):

I certify that I know or have satisfactory evidence that Darrin Morrison is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Partner/Governor of MLC Properties, LP, a Washington Limited Partnership 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 23 day of December, 2025.



Kevin Lisser
Signature of Notary Public


KEVIN LISSER
Printed Name of Notary Public

My appointment expires: 3-15-26

Each party is signing this Amendment agreement on the date stated opposite that party's signature. 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.

GRANTOR:

MLC PROPERTIES, LP, A WASHINGTON LIMITED PARTNERSHIP

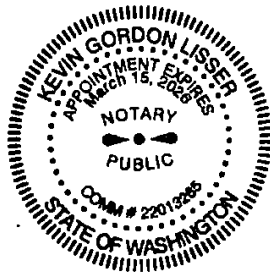
By:  12/23/25
Name: Keith Morrison Date
Title: General Partner/Governor


State of Washington
County of Skagit

Representative Acknowledgement—RCW 42.44.100(2):

I certify that I know or have satisfactory evidence that Keith Morrison is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Partner/Governor of MLC Properties, LP, a Washington Limited Partnership 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 23 day of DECEMBER, 2025.




Signature of Notary Public

KEVIN LISSER
Printed Name of Notary Public

My appointment expires: 3-15-26

The Skagit County Board of Commissioners ("County" or "Grantee") does hereby accept the above Amendment to Grant Deed of Conservation Easement this 20 day of January, 2026

**Board of County Commissioners
Skagit County, Washington**

Ron Wesen

Ron Wesen, Chair

Peter Browning, Commissioner

Joe Burns, Commissioner

Recommended:

Michael Lee

Department Head

Approved as to form:

1/12/26

[Signature]
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Marylouben

Risk Manager

Approved as to budget:

Trisha Yegor

Budget & Finance Director

Attest:

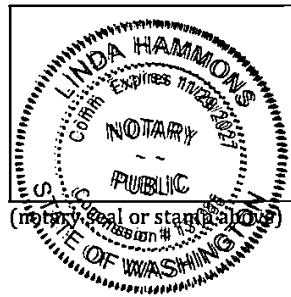
Linda Hammon

Clerk of the Board

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Ron Wesen, Peter Browning and District 3 Commissioner Joe Burns are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the County Commissioners of Skagit County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 29, 2026



Linda Hammon

Signature of Notary Public

Linda Hammons

Printed Name of Notary Public

My appointment expires 11-29-2021

Exhibit A**(Revised)****Protected Property Legal Description Resulting from Boundary Line Adjustment**

The North 1/2 of the Northwest 1/4 of the Southwest 1/4, and the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 33 North, Range 4 East, W.M.,

EXCEPT roads.

TOGETHER WITH that portion of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 33 North, Range 4 East, W.M., EXCEPT the following parcel being more particularly described as follows:

BEGINNING at the Northwest corner of said subdivision;
thence North 89°06'34" East, along the North line of said subdivision for a distance of 30.00 feet to the Easterly margin of Cedardale Road;
thence South 0°14'15" East along said Easterly margin for a distance of 25.00 feet to the TRUE POINT OF BEGINNING;
thence North 89°06'34" East for a distance of 197.00 feet;
thence South 0°14'15" East for a distance of 245.00 feet;
thence South 89°06'34" West for a distance of 182.00 feet;
thence South 0°14'15" East for a distance of 374.83 feet, more or less, to the Northerly margin of Nelson Road;
thence South 89°10'39" West along said Northerly margin of Nelson Road for a distance of 15.00 feet, more or less, to said Easterly margin of Cedardale Road, at a point bearing South 0°14'15" East from the TRUE POINT OF BEGINNING;
thence North 0°14'15" West, along said Easterly margin of Cedardale Road for a distance of 619.81 feet, more or less, to the TRUE POINT OF BEGINNING.

EXCEPT County roads;

SUBJECT TO drainage ditch rights-of-way.

ALSO SUBJECT TO an easement for ditch purposes and the maintenance thereof over, under and across the West 15.00 feet of the South 170 feet of the above-described parcel.

AND ALSO SUBJECT TO a 10-foot wide easement for waterline, purposes and the maintenance thereof, centered along the as-constructed centerline of the existing waterline within a portion of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 8, as shown on Exhibit "H", said easement shall terminate at such time as the waterline is abandoned.

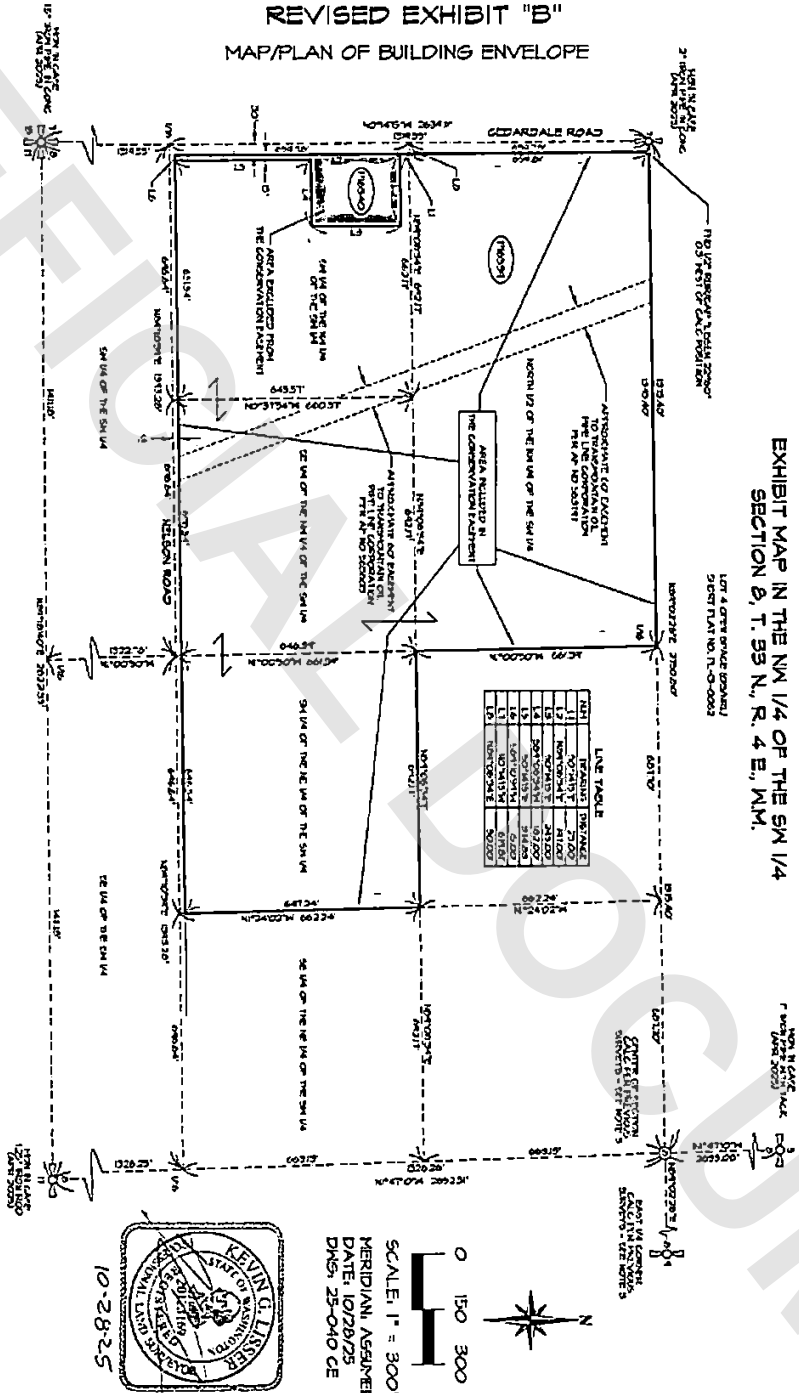
AND ALSO SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes, designated right-of-way and other instruments of record.

Situate in the County of Skagit, State of Washington.

Exhibit B (Supplemented)

Map/Plan and Building Envelope

REVISED EXHIBIT "B"
MAP/PLAN OF BUILDING ENVELOPE



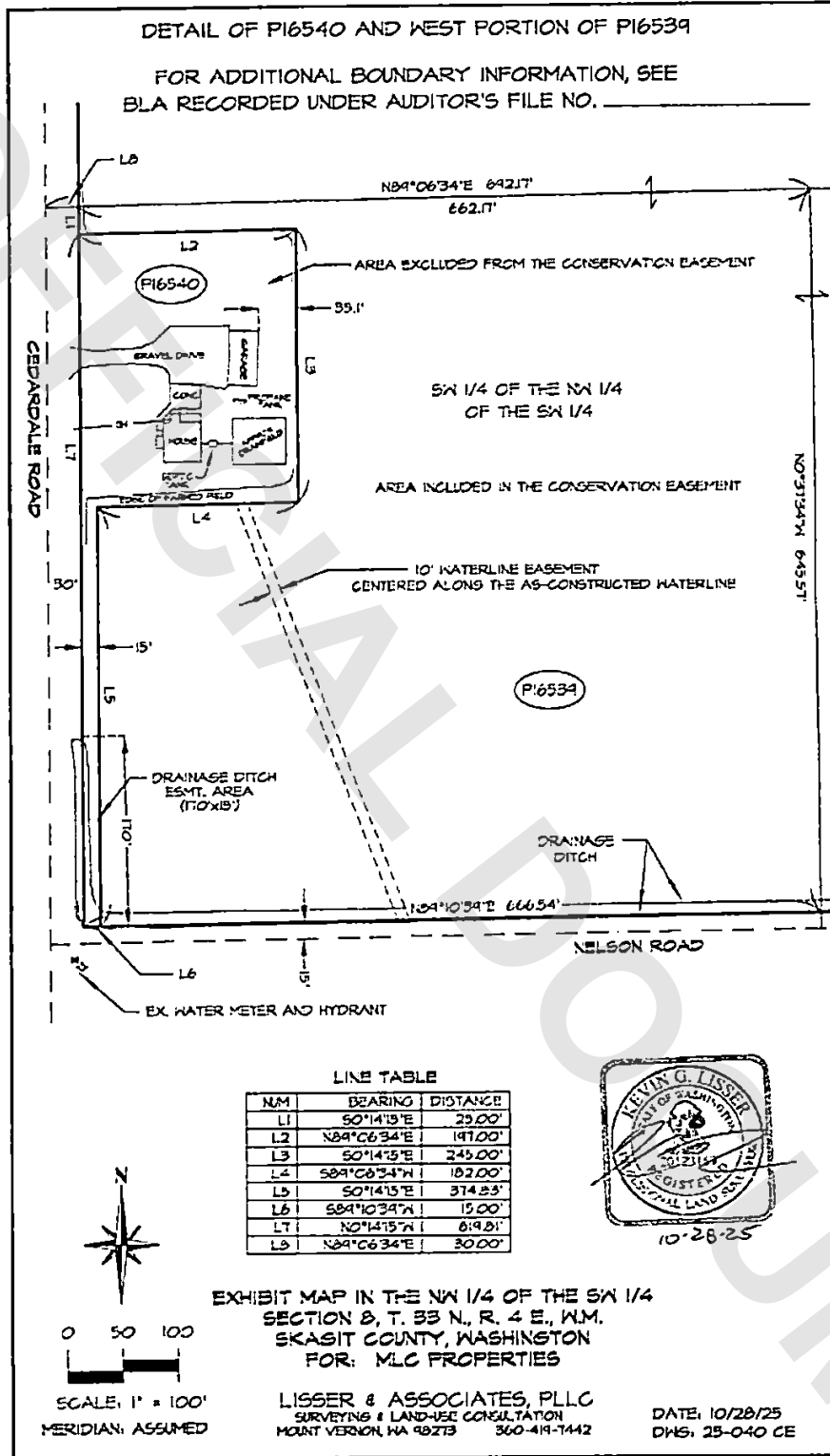


Exhibit C

(New)

**Protected Property Legal Description from Statutory Warranty Deed
AF#200807210813**

PARCEL "A"

The North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, Township 33 North, Range 4 East, W.M.

EXCEPT roads.

Situate in the County of Skagit, State of Washington.

PARCEL "B"

The Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, Township 33 North, Range 4 East, W.M.

EXCEPT roads along the West and South lines thereof,

AND EXCEPT drainage ditch rights-of-way,

AND EXCEPT the South 15 feet thereof conveyed to Skagit County for road purposes.

Situate in the County of Skagit, State of Washington.