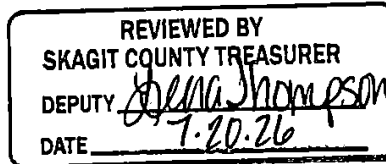




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07/20/2026 09:35 AM Pages: 1 of 9 Fees: \$311.50
Skagit County Auditor

After Recording Return to:
City of Mount Vernon
910 Cleveland Ave.
Mount Vernon, WA 98273



Document Title: Setback Easement

Grantor(s): Melody Joy Pettingill

Grantee: Stephanie Rawls

Abbreviated Legal Description: N 6 ft of Lt 1, BLA Plat of Garden Add.
to Mt. Vernon

Full Legal Description: Full legal description of subject property and NGPA easement
are legally described in Exhibit "A" and Exhibit "B" attached
and incorporated by reference.

Assessor's Tax Parcel No: P52843

SETBACK EASEMENT

THIS SETBACK EASEMENT is between Melody Joy Pettingill hereafter referred to as "Grantor" and Stephanie Rawls hereinafter referred to as the "Grantee" (collectively the parties) for the purpose of establishing a perpetual setback easement.

RECITALS

- A. The City of Mount Vernon's zoning regulations codified under Title 17 of the Mount Vernon Municipal Code requires a minimum side yard setback of five (5) feet for structures in single-family residential zoning district R 1 7.0
- B. The Grantee is not able to provide the minimum setback required; and as such, is receiving a setback easement on the below-described abutting property instead.
- C. Grantor is the owner of that certain real property legally described as follows and hereafter referred to as Parcel A:

Lot 1, Block A, Plat of Garden Addition to Mount Vernon, as per plat recorded in Volume 3 of Plats, page 34, records of Skagit County, Washington.

This property is commonly known as: 309 S Baker Street, Mount Vernon, WA. P52843

- D. Grantee is the owner of that certain real property legally described as follows and hereafter referred to as Parcel B:

Lot 2 and the North 50 feet of Lot 3, Block A, Plat of Garden Addition to Mount Vernon, as per plat recorded in Volume 3 of Plats, page 34, records of Skagit County, Washington.

This property is commonly known as: 303 S Baker St, Mount Vernon, WA. P52844

- E. Grantee(s) desire(s) to acquire an easement appurtenant to Parcel B over a portion of Parcel A to result in a rear yard setback that complies with the City of Mount Vernon's zoning regulations, and for maintenance and repair purposes.

NOW, THEREFORE, for and in consideration of the mutual benefits contained and derived hereunder, and for other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor, for and on behalf of itself and its successors in interest and assigns, does hereby convey, grant, declare, reserve unto itself, and establish the following easements for the benefit of Grantee:

EASEMENT

This easement is granted to and conditioned upon the following terms, conditions and covenants:

1. The Grantor grants an easement over and across portions of the following described portion of Parcel A (such portion is referred to as the "Easement Area"), subject to the terms and conditions set forth in this Agreement:

The North 6 feet of Lot 1, Block A, Plat of Garden Addition to Mount Vernon, as per plat recorded in Volume 3 of Plats, page 34, records of Skagit County, Washington.

The Easement shall be appurtenant to and for the benefit of Parcel B. The Easement shall be an encumbrance on Parcel A.

2. The purpose of the Easement is to enable Grantee(s) to improve the structure partially located within the required five (5) foot setback(update as needed) of Parcel B abutting Parcel A, to create a 10' separation between structures by granting a 6' setback easement on Parcel A, and agrees that no structure will be located in the easement area and all future setbacks will be measured from the easement lines rather than the property lines adjacent to this easement. Grantee shall have access to the easement area for normal maintenance activities to the structure on the receiving lot.
3. No portion of the principal structure on Parcel A shall encroach on the Easement Area. Grantor has the right to use the Easement Area for any purpose not inconsistent with the foregoing and the grant of easement described in this Agreement.
4. Easement Runs with the Land- Duration. The Easement is granted in perpetuity. The easement granted herein, the restrictions established herein, and the covenants on the part of the parties, shall run with the land described herein and shall bind and be obligatory upon the parties and their respective successors and assigns, tenants, subtenants, licensees, and invitees.
5. Grantor(s) covenants that they own the property legally described herein and has lawful right to convey the interest in said property.

5. **Hold harmless.** Grantor shall forever hold harmless Grantee from any loss, damage, injury or death arising from any act or omission of Grantee, its invitees, licensees, employees or agents caused to person or property of Grantor or its employees arising from use of the Easement Area pursuant to this Agreement.
6. **Grantor's Representations.** Notwithstanding the Easement granted herein is without warranty, Grantor represents that they are the current owner in fee title to the Property, and that Grantor has full legal authority to grant this Easement to Grantee free of liability for any lien or encumbrance previously placed thereon by Grantor.
7. **Successors.** This instrument shall bind the parties' successors and assigns, and whoever has possession of the public trail easement, or uses the easement, in whole or in part, without regard to whether the possessor or user has title, or has succeeded to the same estate or interest that Grantee has or had.
8. **Governing Law.** This instrument shall be governed by and construed in accordance with the laws of the State of Washington.
9. **Venue.** The venue for any action that arises from or out of this instrument shall be the Skagit County Superior Court.

By its signature(s) set forth herein below, Grantor(s) and Grantee(s) hereby accepts the foregoing grant of this Setback Easement subject to the terms and conditions herein contained.

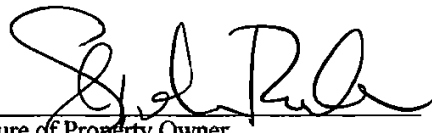
IN WITNESS WHEREOF, the parties hereto have caused this NGPA easement to be executed as of the date set forth below:

SIGNED AND APPROVED this 11th day of July, 2026

OWNER


Signature of Property Owner

OWNER


Signature of Property Owner

CITY OF MOUNT VERNON

Signature of Development Services Director or
Designee

I certify that I know or have satisfactory evidence that Melody Jay Pettingill 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 grantor to be the free and voluntary act and deed of said property owner for the uses and purposes therein mentioned.


 Notary Public
 Residing at Snohomish
 My appointment expires 04/07/2029

I certify that I know or have satisfactory evidence that Stephanie Rawls 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 grantee to be the free and voluntary act and deed of said property owner, for the uses and purposes therein mentioned.

day of July, 2022.
Stephen J. J.
 Notary Public
 Residing at Snokomish
 My appointment expires 04/07/2029

EXHIBIT A

Legal Description of Easement Area

The North 6 feet of Lot 1, Block A, Plat of Garden Addition to Mount Vernon, as per plat recorded in Volume 3 of Plats, page 34, records of Skagit County, Washington.

EXHIBIT B

Map of Easement Area

UNOFFICIAL DOCUMENT

