



## NOTICE OF PUBLIC HEARING

Notice is hereby given that the Napavine Planning Commission has scheduled a public hearing to be held on a Developers Agreement Application.

**WHEN:** Monday, December 19, 2022

**TIME:** 6:00 pm

**WHERE:** Napavine City Hall, 407 Birch Ave. SW, Napavine, WA 98565

The Developers Agreement Applicant requests to short plat 2 lots into 4 lots with a 20 ft. private road with an easement to the city for utilities. Proposed project location is 609 W Forest Napavine Road, Parcel #018150002000 & 018151006000, legal description (1) Section 26 Township 13N Range 02W PT W 495' SE4 NW4 EX FOREST NAPAVINE RD, and (2) Section 26 Township 13N Range 02W PT SE4 NW4 LT B 3467265.

Public comment will be received by the Napavine Planning Commission on the proposed Development Agreement Application. Comments may be made in writing to Executive Assistant Katie Williams at P.O. Box 810, Napavine, WA 98565, or by email [kwilliams@cityofnapavine.com](mailto:kwilliams@cityofnapavine.com). Comments must be received by December 19, 2022, at 4:30 pm or by appearing before the Napavine Planning Commission.



Public Hearing Notification
Affidavit of Posting.

Project No. Morris Developer's Agreement - 609 W Forest Napavine Road W Chehalis WA
98532 - Developer's Agreement
Date of Planning Commission Meeting: December 19, 2022

I, Bryan Morris, hereby certify that I have posted or caused to be posted Public Hearing
Notification sign(s) on the property subjected to Project Name/Number: Morris Developer's
Agreement location of 609 Forest Napavine Road W, Chehalis, WA 98532, Parcels
#018150002000 & 018151006000.

Posting of said sign(s) was accomplished on December 6, 2022. Said sign(s) have been posted in
a manner which provides an unobstructed view at 609 Forest Napavine Road W, Chehalis, WA
98532, Parcels #018150002000 & 018151006000, Frank's Mini Mart and Plaza Jalisco within
the City of Napavine.

I further certify that this affidavit was filed with the City of Napavine, Clerks Office within the
ten (10) days prior to subject hearing, in accordance with the City of Napavine Municipal Code
section 17.88.070(A).

Executed this the December 7, 2022

Bryan Morris
Signature:

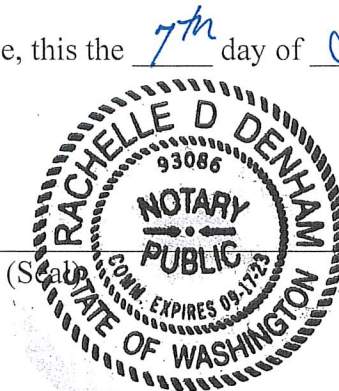
12-7-2022
Date:

BRYAN MORRIS
Print Name:

STATE OF WASHINGTON, COUNTY OF LEWIS, BEFORE ME, a Notary Public, on this
7th day of December, 2022, personally appeared Bryan Morris (print
name) the above signed, who, under oath, state the following: "I hereby certify that I am the
poster, for the purposes of this application; that all information submitted herein is true and
correct."

SUBSCRIBED AND SWORN TO before me, this the 7th day of December, 2022.

Rachelle Denham
Notary Signature





Public Hearing Notification
Affidavit of Posting.

Project No. Morris Developer's Agreement - 609 W Forest Napavine Road W Chehalis WA
98532 - Developer's Agreement
Date of Planning Commission Meeting: December 19, 2022

I, Katie Williams, hereby certify that I have posted the Public Hearing Notification at City Hall
on December 6, 2022. I also emailed the newspaper of record, Lewis County News, to publish
the notice in the next available print of Lewis County News (Wednesday, December 14, 2022),
and on the Lewis County News website/Facebook immediately.

The Public Hearing Notice was also mailed to the property owners within 300 ft. of the project
on Wednesday, December 7, 2022.

I further certify that this affidavit was filed with the City of Napavine, Clerks Office within the
ten (10) days prior to subject hearing, in accordance with the City of Napavine Municipal Code
section 17.88.070(A).

Executed this the December 7, 2022

[Handwritten Signature]
Signature:

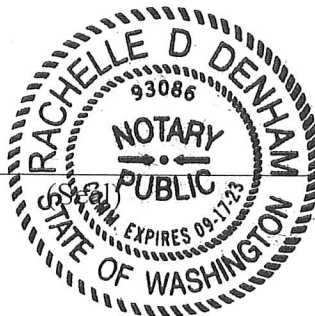
12/7/2022
Date:

Katie Williams
Print Name:

STATE OF WASHINGTON, COUNTY OF LEWIS, BEFORE ME, a Notary Public, on this
7th day of December, 2022, personally appeared Katie Williams (print
name) the above signed, who, under oath, state the following: "I hereby certify that I am the
poster, for the purposes of this application; that all information submitted herein is true and
correct."

SUBSCRIBED AND SWORN TO before me, this the 7th day of December, 2022.

[Handwritten Signature]
Notary Signature







Barry & Panas Young  
PO BOX 417  
Napavine, WA 98565

Alex & Clara Phillips  
605 Forest Napavine RD W  
Chehalis, WA 98532

Amarjit & Gurjit Singh Rai  
233 Alderwood Dr.  
Chehalis, WA 98532

Joseph & Katrina Fillmore  
607 Forest Napavine RD W  
Chehalis, WA 98532

Gary & Judy Kalich  
614 Newaukum Valley Road  
Chehalis, WA 98532

Clifford & Laura Morris  
609 Forest Napavine RD W  
Chehalis, WA 98532

Matthew & Kristi Stelzner  
202 N Washington Ave  
Centralia, WA 98531

Sandra Dilts  
605 Forest Napavine W  
Chehalis, WA 98532

Rex & Laura Stanley  
614 Forest Napavine RD W  
Chehalis, WA 98532

Dane Sharp  
688 Coal Creek Road  
Chehalis, WA 98532

**AFTER RECORDING RETURN TO:**  
Vander Stoep, Blinks, Jones & Unzelman  
Attn: Scott E. Blinks  
P.O. Box 867  
Chehalis, WA 98532

**CITY OF NAPAVINE DEVELOPMENT AGREEMENT**

**REFERENCE NUMBER(S) of related documents:** \_\_\_\_\_

**CITY:** City of Napavine, Washington

**DEVELOPER:** Clifford & Laura Morris, husband and wife

**ABBV. LEGAL DESC:** SE4, NW4, S26, T13N, R2E, W.M., LCW

Complete legal description on page 1 of document.

**ASSESSOR'S TAX PARCEL NUMBER(S): 018151-006-000**

**THIS DEVELOPMENT AGREEMENT**, dated as of December \_\_\_\_\_, 2022 is made by and between the City of Napavine, a municipal corporation (the "City"), and Clifford Morris and Laura Morris, husband and wife ("Morris" or "Developer").

**RECITALS**

- A. WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

- B. WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and
- C. WHEREAS, for the purposes of this development agreement, “Development Standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and
- D. WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and
- E. WHEREAS, Morris is the owner of property located at 609 Forest Napavine Rd. W., Napavine, Lewis County, Washington, all of which is located within the City limits (hereinafter referred to as the “Property”) and legally described as follows:
- Lots 1, 2, 3 & 4 of City of Napavine Short Plat No. 10-1422, recorded under Lewis County Auditors File No. \_\_\_\_\_, on \_\_\_\_\_.
- F. WHEREAS, this Development Agreement by and between the City of Napavine and the Developer (hereinafter the “Development Agreement”), relates to the development of the Property; and
- G. WHEREAS, Morris intends to develop the Property as residential property in accordance with the City’s Development Standards and Regulations, applicable zoning, and application materials previously submitted and approved by the City (the “Development”); and
- H. WHEREAS, pursuant to RCW 36.70B.170(4) a development agreement may obligate a party to fund or provide services or infrastructure or other facilities. A development agreement shall reserve authority to impose new or different regulations to the extent required by the serious threat to public health and safety; and
- I. WHEREAS, the parties agree that the Development would require a 2” water line for service to the existing and proposed residential lots; and

- J. WHEREAS, both parties agree upgrading the required 2” water line to an 8” water line would be beneficial for the City’s water system as a whole; and
- K. WHEREAS, both parties agree that granting a utility easement to the City of Napavine as depicted on City of Napavine Short Plat No. 10-1422 (See Sheet 2 of 3, areas 7 and 8 identified as utility easement benefiting the City of Napavine), would be beneficial for the City’s water system as a whole; and
- L. WHEREAS, the parties enter into this agreement under the authority of RCW 36.70B.170, Napavine Municipal Code Chapter 12.04, and the “Standard Specifications for Municipal Public Works Construction” (the “Standard Specifications”); and
- M. WHEREAS, after a public hearing on December 27, 2022, by Ordinance No. \_\_\_\_\_, the City Council authorized the Mayor to sign this Development Agreement with the Developer; and

NOW, THEREFORE, the parties agree as follows:

### **AGREEMENT**

1. **Incorporation of Recitals.** The parties hereby accept, ratify, and adopt the foregoing recitals into this Development Agreement and incorporate them herein by reference as material terms hereto.
2. **Parties to Development Agreement.** The parties to this Development Agreement are:
  - a. The “City” is the City of Napavine, 407 SW Birch Ave., Napavine, WA 98532
  - b. The “Developer” or Owner is Clifford Morris and Laura Morris, husband and wife, \_\_\_\_\_.
  - c. The “Landowner.” From time to time, as provided in this Development Agreement, the Developer may sell or otherwise lawfully dispose of all or a portion of the Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Development Agreement related to such portion of the Property.
3. **Development is a Private Undertaking.** It is agreed among the parties that the Development is a private development, and that the City has no interest therein except as authorized in the exercise of its governmental functions.



4. **Term of Agreement.** This Development Agreement shall commence upon the effective date of the Adopting Ordinance approving this Development Agreement or upon the date of filing the short plat, whichever shall occur later, and shall continue in force for a period of five (5) years unless extended or terminated as provided herein. Following the expiration of the term or extension thereof, or if sooner terminated, this Development Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.
5. **Developer Obligations.** Morris/Developer will install 680 lineal feet of 8” (eight inch) water pipe, approximately ten (10) fittings, and 60 cubic yards of sand, to be placed in a 20’ utility easement as per City of Napavine Short Plat No. 10-1422; grant the City of Napavine the utility easements depicted on City of Napavine Short Plat No. 10-1422 (See Sheet 2 of 3, areas 7 and 8 identified as utility easement benefiting the City of Napavine); and install one (1) fire hydrant in the right-of-way as set forth in the engineered plans previously submitted and approved by the City. Furthermore, Developer shall build, construct, or develop the Property as set forth in the engineered plans submitted and approved by the City. Developer shall apply for any and all permits required by the City of Napavine prior to construction or development of the Property. Developer shall record this Development Agreement and the Short Plat upon receiving approval.
6. **City Obligations.** In exchange for the obligations of Developer contained in Section 5 of this Development Agreement, the City shall (a) waive three (3) sewer/water hookup fees on the Development; (b) waive permit fees for water line installation and one (1) fire hydrant to be placed in the right-of-way as set forth in the engineered plans previously submitted and approved by the City; (c) allow the private drive to remain as-is with a 20’ utility easement as noted on City of Napavine Short Plat No. 10-1422 ; and (d) immediate and final approval of the City of Napavine Short Plat No. 10-1422 (as such Short Plat is currently configured), subject to filing/recording the Short Plat with the County Auditor pursuant to RCW 58.17.065.
7. **Vested Rights of Developer.** During the term of this Development Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Property consistent with the Development described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms, and conditions specified in this Development Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Development Agreement, including the Exhibits hereto,

or as expressly consented thereto by the Developer.

8. **Minor Modifications.** Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the provisions of the City's code, and shall not require an amendment to this Development Agreement.
9. **Further Discretionary Actions.** Developer acknowledges that the City's currently adopted and existing land use regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Development Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying existing land use regulations.
10. **Existing Land Use Fees.** Land use fees adopted by the City by ordinance as of the Effective Date of this Development Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Property, as long as such fees apply to similar applications and projects in the City.
11. **Default.**
  - a. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Development Agreement, to perform any term or provision of this Development Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Development Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party and Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.
  - b. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Development Agreement may, at its option, institute legal proceedings pursuant to this Development Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Napavine Municipal Code for violations of this Development Agreement and the Code.

12. **Annual Review.** The City shall, at least every twelve (12) months during the term of this Development Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Development Agreement. The City may charge fees as necessary to cover the costs of conducting the annual review. Developer/Landowner shall be responsible for any fees associated with the conducting the annual review.

13. **Termination.**

a. This Development Agreement shall expire and/or terminate as provided below:

- i. This Development Agreement shall expire and be of no further force and effect if the development contemplated in this Development Agreement and all of the permits and/or approvals issued by the City for such development are not substantially underway prior to expiration of such permits and/or approvals. Nothing in this Development Agreement shall extend the expiration date of any permit or approval issued by the City for any development.
- ii. This Development Agreement shall expire or terminate and be of no further force and effect if the Developer does not construct the Development as contemplated by the permits and approvals identified in this Development Agreement.
- iii. This Development Agreement shall terminate upon the expiration of the term identified in Section 4 or when the Property has been fully developed, which ever first occurs. For purposes of this section, Fully Developed shall mean completion of all of the Developer's obligations in connection therewith as determined by the City.
- iv. This Development Agreement shall automatically terminate and be of no further force and effect as to any single-family residence, any other residential dwelling unit or any non-residential building and the lot or parcel upon which such residence or building is located, when it has been approved by the City for occupancy.

b. Upon termination of this Development Agreement pursuant to subsections (a)(i) and (a)(ii), the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Development Agreement has been terminated.

14. **Effect upon Termination on Developer Obligations.** Termination of this Development Agreement as to the Developer of the Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Property, any other conditions of any other development specified in the Development Agreement to continue after the termination

of this Development Agreement or obligations to pay assessments, liens, fees or taxes. The obligation to install an 8” water line shall survive the termination of this Development Agreement.

15. **Effects upon Termination on City.** Upon any termination of this Development Agreement as to the Developer of the Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Development Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then existing planning and zoning laws).
16. **Assignment and Assumption.** The Developer shall have the right to sell, assign or transfer this Development Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Development Agreement. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Property, at least 30 days in advance of such action.
17. **Covenants Running with the Land.** The conditions and covenants set forth in this Development Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Development Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Development Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it.
18. **Amendment to Agreement; Effect of Agreement on Future Actions.** This Development Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (see, RCW 36.70B.200). However, nothing in this Development Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Property during the next five (5) years, as the City Council may deem

necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Property five years from the anniversary date of the Effective Date of this Development Agreement.

19. **Releases.** Developer, Landowner, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee, or transferee expressly assumes the obligations under this Development Agreement as provided herein.
20. **Notices.** Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 2. Notice to the City shall be to the attention of both the City Clerk and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.
21. **Reimbursement for Agreement Expenses of the City.** Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Development Agreement, including recording fees, publishing fees and reasonable staff and consultant costs not otherwise included within application fees. This development agreement shall not take effect until the fees provided for in this section, as well as any processing fees owed to the City for the \_\_\_ project are paid to the City. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.
22. **Applicable Law and Attorneys' Fees.** This Development Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Development Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Lewis County Superior Court.
23. **Third Party Legal Challenge.** In the event any legal action or special proceeding is

commenced by any person or entity other than a party or a Landowner to challenge this Development Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

24. **General provisions.** In construing this Development Agreement, it is understood that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical changes shall be made, assumed, and implied to make the provisions hereof apply generally to one or more individuals and/or corporations, limited liability companies, and partnerships.
25. **Severability.** If any section, sentence, clause, phrase, or provision of this Development Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Development Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Development Agreement, that party may elect to terminate this Development Agreement as to all of its obligations remaining unperformed.
26. **Reservation of City Authority.** As required by RCW 36.70B.170(4) and notwithstanding any other term of this Development Agreement, the City reserves the right to establish and impose new or different additional regulations to the extent required to address a serious threat to public health and safety.

**DEVELOPERS:**

CLIFFORD and LAURA MORRIS

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CLIFFORD MORRIS

**LANDOWNERS:**

CLIFFORD and LAURA MORRIS

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CLIFFORD MORRIS



\_\_\_\_\_  
LAURA MORRIS

\_\_\_\_\_  
LAURA MORRIS

**CITY:**

CITY OF NAPA VINE, WASHINGTON  
a municipal corporation

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Clerk

Approved as to form only:

By \_\_\_\_\_  
City Attorney

PROPOSED



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF LEWIS )

I certify that I know or have satisfactory evidence that SHAWN O'NEILL 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 City Mayor of the CITY OF NAPAVINE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, Residing at: \_\_\_\_\_  
My Appointment Expires: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

PROPOSED



Clerk's Office  
407 Birch Ave SW, P. O. Box 810 Napavine, WA  
98565 Phone: (360) 262-3547 Fax: (360) 262-9199  
www.napavine.wa.gov

## NAPAVINE CITY COUNCIL DECISION

**Applicant/Project Name:** Cliff Morris Short Plat

**Public Meeting:** September 13, 2022, Council Meeting


**Date of Written Decision:** September 27, 2022, Council Meeting

**Council Decision:**  Approved as Presented:

Approved with Recommendation:

Denied-Reason(s):

\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
Attest: CLERK

**\*\*All project supporting documentation is located in the community development department.**

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### **CITY OF NAPAVINE – FINAL ORDER & DECISION**

#### **FINAL ORDER**

Based upon the foregoing Findings of Fact, The City of Napavine Planning Commission voted on August 29, 2022, to recommend the short plat and proposal move on to City Council for final approval with the condition that the hydrant remain in the right-of-way at Forest Napavine Road.

#### **DECISION**

**The Planning Commission hereby adopts these Findings of Facts as stated and has voted to recommend city council to approve the Application as described in the Final order above.**

**YEAS: 3**

**NAYS: 0**

**Abstained: 0**



## Findings of Fact & Final Order

MEETING DATE: August 29, 2022

EFFECTIVE DATE: August 29, 2022

**PROJECT NAME:** Cliff Morris Short Plat

**APPLICATION TYPE:** Short Plat

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**Proposal:** Short Plat 2 lots into 4 lots with a 20 ft. private road with an easement to the city for utilities.

**Location:** 609 W Forest Napavine Road Parcel #018150002000 & 018151006000

**Owner:** Cliff & Laura Morris

**Applicant:** Cliff & Laura Morris

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### PROPOSAL

Applicant originally proposed to short plat 2 lots into 4 lots with a 20 ft. private road with an easement to the city for utilities. Water line would be a 2" line servicing the new (3) residential lots requiring sprinkler systems to adequately meet fire flow requirements.

Planning Commission requested the applicant upgrade the 2" line to an 8" line eliminating the need for sprinkler systems and install a hydrant in the right-of-way of Forest Napavine Road.

Applicant wrote up a proposal that they would agree to install 680 LF of 8" water pipe; approximately ten fittings; 1 – Fire Hydrant; 60 yards of sand, to be placed in 20' utility ease as per Short Plat Submitted.

In exchange for the upgrade from 2" water pipe to 8" water pipe and one fire hydrant, the applicant requested that the City of Napavine will,

1. Waive (3) sewer/water hookup fees on said 3 lots per Short Plat at 609 W Forest Napavine Road.
2. Waive permit fees for water line installation and (1) fire hydrant to be placed at the road front as discussed.
3. Private drive remains as is with 20' utility easement as noted on proposed short plat.
4. Immediate approval of Short Plat Submitted.

### General Site Information

**Legal Description:** Section 26 Township 13N Range 02W PT W 495' SE4 NW4 EX FOREST NAPAVINE RD & Section 26 Township 13N Range 02W PT SE4 NW4 LT B 3467265

**Size of Site:** 4.81 acres (combined)  
**Current Property Use:** 1 Residential House & Bare Land  
**Zoning of Property:** Residential 2  
**Adjacent Land Uses:** Residential  
**Adjacent Zoning:** Residential 2/ Residential 3

#### **MATERIALS**

- Short Plat Application with Site Plan
- Planning Commission Minutes from 8/1/2022 meeting
- Planning Commission Minutes from 8/15/2022 meeting
- Planning Commission Minutes from 8/29/2022 meeting
- Cliff Morris proposal of upgrades and mitigation.

### **CITY OF NAPA VINE – FINAL ORDER & DECISION**

#### **FINAL ORDER**

Based upon the foregoing Findings of Fact, The City of Napavine Planning Commission voted on August 29, 2022, to recommend the short plat and proposal move on to City Council for final approval with the condition that the hydrant remain in the right-of-way at Forest Napavine Road.

#### **DECISION**

**The Planning Commission hereby adopts these Findings of Facts as stated and has voted to recommend city council to approve the Application as described in the Final order above.**

**YEAS: 3**

**NAYS: 0**

**Abstained: 0**

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**Deborah Graham, Planning Commission Chairwoman**

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**Date**



**Cliff & Laura Morris**  
609 Forest Napavine Rd W  
Chehalis, WA 98532

August 22, 2022

City of Napavine  
Bryan Morris  
407 Birch Ave SW  
PO Box 810  
Napavine, WA 98565

Attention: Bryan Morris

RE: Proposal for 609 Forest Napavine Rd W (Short Plat)

Instead of my original plan of 2" water pipe as per current engineered plan:

Install 680 LF of 8" water pipe; approximately ten fittings; 1 – Fire Hydrant; 60 yards of sand, to be placed in 20' utility easement as per Short Plat submitted.

My cost of T&M @ discounted rate of \$175.00 per LF (which is significantly more than 5 times the amount of 2" pipe).

In exchange for the upgrade from 2" water pipe to 8" water pipe and one fire Hydrant, City of Napavine will,

1. Waive (3) sewer/water hookup fees on said 3 lots per Short Plat at 609 Forest Napavine Rd W.
2. Waive permit fees for water line installation and (1) Fire Hydrant to be place at the road front as discussed.
3. Private drive remains as is with 20' utility easement as noted on proposed Short Plat.
4. Immediate approval of Short Plat submitted.

\*\*\* When a written approval received, I will go forth with the necessary legal documentation as requested per our conversation on August 15, 2022, at the City of Napavine planning commission meeting.

Best regards,

Cliff Morris  
360-239-5129



**NAPAVINE PLANNING COMMISSION MINUTES**  
**August 29, 2022 6:00 P.M.**  
**Napavine City Hall, 407 Birch Ave SW, Napavine, WA**

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**ROGNLIN'S PUBLIC HEARING:** 6:00 pm

**Commissioner Graham** opened the public hearing at 6:00 pm for Rognlin's 1054 Rush Road Sub-division.

**Dan Mikota** – Member of Napavine School Board. Had concerns of the impact that the subdivision will have on the schools. Wants to have a conversation on the growth that is coming in and what can be done to help the impact of the school.

**Commissioner Haberstroh** – The issue with the impact fees is they can only be used on certain things, and it also has an expiration date before funds are released back to the developer. Need to look more at mitigation fees, bonds, and levies.

**Shane Schutz** - Superintendent of Napavine School District concerned about the impact on the schools with all the growth. Needs to have some type of revenue resources to help with the growth. Would like to work with the city on getting a plan in place to work together to maybe find a solution. It's hard to pass a bond right now, whatever amount the fee would be, would be helpful.

**Director Morris** – Stated that Rognlin's project is too far along in the process to require an impact fee. This discussion would probably be more fit for the agenda under consideration.

**Gary Kalich** -614 Newaukum Valley Road. Had submitted a written comment but wanted to just speak for a second regarding his request to move roads and lots for access to his wife's adjacent parcel that is Lot C, 5-acre plat. The access that the city has adjacent to that property is currently unimproved city right of way from Kayli CT. which isn't financially feasible.

**Chris Aldrich RB Engineering** – Engineer for the project. Spoke about the project with the water and sewer. There will be a turn lane into Rush Road so there is a left lane and will have a turn lane in Rush Road. Wanted to address the project is vested and there currently is no impact fees, and no comments for mitigation. Can't guarantee that they would be able to move the road/lots for better to access to Lot C because that parcel already had a public easement off Kayli CT.

**Commissioner Haberstroh** - requested if there could be a hard surface of 6 feet on the walk lane off Wildwood, maybe lighting, with an emergency vehicle access only sign.

**Douglas Fletcher** – 210 Mitchell Lane – asked questions regarding the storm water coming off Wildwood, and how it would be designed. The City's ROW is on his property, so his questions was regarding the storm water run-off.

**Chris Aldrich RB Engineering** – Stormwater will be designed per code, piped all the way down.

**Director Morris** stated that sidewalks have been deterred on rush road in the past, this project proposes sidewalks and streetlights on Rush Road. One thing they need to look at is that access on Lot C for that parcel. The city has a right-of-way coming off Kayli CT but its not really feasible.

**Director Morris** stated that the city has a current code that says parcels parallel to Rush Road shall be allowed placement of a culvert and driveway. The city doesn't want pedestrians on Rush Road. The only reason there is a sidewalk on Sommerville development is because there is no shoulder on Sommerville.

**Director Morris** summarized the written comments. Tribes are asking for a cultural survey.

**Brian Fain** 317 Kayli CT – is concerned if there was a road just going through at the end of the cul-de-sac because there is a lot of kids that play in that area, maybe speed bumps? He just wanted confirmation if there would be a road.

**Director Morris** confirmed that the unimproved right of way off Kayli CT would be the section Mr. Fain is asking about and that is not part of this development.

**Mrs. Phipps – 1049 Rush Road** – Lives directly across from the proposed development. Is requesting the Planning Commission put signs up warning people of the wildlife crossing and no jake brakes. Thinks that would help tremendously. Thanked the engineer for the turn lane on Rush Road, it is greatly appreciated.

**Commissioner Graham closed the public hearing at 6:36 pm.**

**JERRY NIXON PUBLIC HEARING:** 6:37PM

**Director Morris** – stated that the project is a 5000 sq. ft. shop for storage for concrete business. Asking for a Variance to do no frontage improvements. Received and summarized written comments in support of the project from Kiersten Milton & Reece Prehem, David Milton, and Neal & Patricia Amos. There were no objections for the project. Mr. Nixon has fulfilled all of Ecology's concerns and the submittal is now in front of Planning Commission for consideration.

**Paula Sandirk 621 Forest Napavine Road W** – Pleads to Planning Commission to not require streetlights at this current time.

**Commissioner Morris** asked Mr. Nixon if trucks will be coming and going out of the project location.

**Neal Amos** - 668 Forst Napavine Road W asked why the letter said Nixon Construction company. Executive Assistant Katie Williams stated the SEPA was filled out and published as Nixon Storage Building. Paula Sandirk responded with that it is a DBA and can operate under both.

**Commissioner Graham Closed the public hearing at 6:42 pm.**

**PLEDGE OF ALLEGIANCE:**

**CALL TO ORDER:**

**Chairwoman Commissioner Graham** opened the regular planning commission meeting to order at 6:41 pm.

**ROLL CALL:**

Planning Commission present: Amy Morris, Commissioner #4, Deborah Graham Commissioner #1, Amy Hollinger Commissioner #2, and Arnold Haberstroh Commissioner #3. **Commissioner Haberstroh motioned to excuse Commissioner Collins Position #5, seconded by Commissioner Hollinger. Vote on Motion 3 aye 0 nay.**

**APPROVAL OF AGENDA – As presented:**

**Commissioner Hollinger motioned to approve the agenda, seconded by Commissioner Haberstroh. Vote on motion 3 aye, 0 nay.**

**APPROVAL OF MINUTES:**

**Commissioner Haberstroh motioned to approve minutes for August 15, 2022, meeting, seconded by Commissioner Morris. Vote on motion 3 aye and 0 nay.**

**OLD BUSINESS:**

**Cliff Morris Short Plat – 609 W Forest Napavine Road**

Director Morris read the proposal that Cliff Morris wrote up. Commissioner Haberstroh questioned the actual cost of the supplies because he called up a few places and got some price quotes. Mr. Cliff Morris explained the cost is quite expensive and he is pretty much building the first house for free. **Commissioner Haberstroh motioned to recommend the proposal move on to city council for final with the condition that the hydrant is placed n the right of way at Forest Napavine Road, seconded by Commissioner Morris. Vote on motion 3 aye, 0 nay.**

**Rognlin’s Rush Road Subdivison Plat**

Discussion was had regarding the wildlife crossing signs and no jake brakes in that vicinity. Director Morris stated that this doesn’t fall on this development, it will be on the next meeting agenda for signs. **Director Morris is looking for a motion to approval Rognlin’s plat with the conditions of the cultural resources survey and all conditions on the staff report. Along with the 6 ft. hard surface lighted pedestrian pathway, with sign that states “emergency vehicles only.” Commissioner Haberstroh motioned to accept the conditions mentioned above to council, seconded by Commissioner Hollinger. Vote on motion 3 aye, 0 nay.**

**Jerry Nixon 665 Forest Napavine Road Land Use**

Director Morris stated that the Variance is seeking to waive frontage improvements, they would like to waive the streetlights, which is up to Planning Commission. Commissioner Haberstroh stated that at this time the project doesn’t have power but is there any way to require it when utilities come through? Commissioner Morris asked if they could pave the apron at the entrance going into the property, every driveway on Forest Napavine Road currently has it. Mr. Nixon stated that if the road is going to be tore up, he would have to tear it back out. Director Morris stated that if the city tears it out, the city will replace it.

**Commissioner Hollinger motioned to recommend to approve the land use and Variance with the conditions that he agrees to a developers agreement for a yes vote on future road improvements, and pave the apron at the entrance of the property, seconded by Commissioner Haberstroh. Vote on motion 3 aye, 0 nay.**

**CONSIDERATION:**

**School Impact Discussion**

Superintendent of Napavine - Shane Schutz is asking for the City and the School District to work together to consider the impact of the school with the future growth of the city. Need to find additional resources and help. Director Morris requested that it would be a good idea for the Planning Commission to have a workshop before or after the next meeting. **Commissioner Haberstroh motioned to set a workshop at 5:00pm before the regularly scheduled meeting on September 19, 2022, meeting, second by Commissioner Hollinger. Vote on motion 3 aye, 0 nay.**

**Planning Commission Packets**

Commissioner Haberstroh stated that if everyone else was okay with it, he thinks all the copies are excessive and creates a lot of extra work for Katie. **Commissioner Haberstroh made a motion to have Katie just have 2 copies of big developments at the meeting, everything else is reviewed beforehand on the computer. Seconded by Commissioner Morris. Vote on Motion 3 Aye, 0 Nay.**

**ADJOURNMENT** 7:20 pm

**Commissioner Hollinger** motioned to adjourn, seconded by **Commissioner Haberstroh**. Vote 3 ayes, 0 nays.

*These minutes are not verbatim. If so desired, a recording of this meeting is available online at <https://fccdl.in/i4nEoeYelz>.*

**Respectfully submitted,**

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Bryan Morris, Community Development/Public Works Director

Planning Commission Chairperson



**NAPAVINE PLANNING COMMISSION MINUTES**  
**August 15, 2022 6:00 P.M.**  
**Napavine City Hall, 407 Birch Ave SW, Napavine, WA**

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**PLEDGE OF ALLEGIANCE:**

**CALL TO ORDER:**

Chairwoman Commissioner Graham opened the regular planning commission meeting to order at 6:00 pm.

**ROLL CALL:**

Planning Commission present: Amy Morris, Commissioner #4, Deborah Graham Commissioner #1, Amy Hollinger Commissioner #2, Arnold Haberstroh Commissioner #3, and Scott Collins Commissioner Position #5.

**APPROVAL OF AGENDA – As presented:**

Commissioner Haberstroh motioned to approve the agenda, seconded by Commissioner Collins. Vote on motion 5 aye, 0 nay.

**APPROVAL OF MINUTES:**

Commissioner Haberstroh motioned to approve minutes for August 1, 2022, meeting, seconded by Commissioner Morris. Vote on motion 5 aye and 0 nay.

**NEW BUSINESS:**

**Rognlin’s Rush Road Plat**

Commissioner Haberstroh motioned to set a public hearing for Rognlin’s Rush Road plat for August 29, 2022, seconded by Commissioner Hollinger. Vote on motion 5 aye, 0 nay.

**Housing Action Volunteer**

Director Morris asked Planning Commission if any members would like to be part of the Housing Action Plan Committee, Commissioner Collins volunteered. Paula Sandirk also volunteered as a citizen. No vote required.

**OLD BUSINESS:**

**Fueling Station Code Change –**

Planning Commission looked over the code changes they instructed to change Fueling Station from allowed use to conditional use. Commissioner Haberstroh motioned to pass the code change on to city council, seconded by Commissioner Morris.

**Cliff Morris Short Plat – 609 W Forest Napavine Road**

Planning Commission instructed Cliff Morris to get a Developer’s Agreement wrote up that they figure out the mitigation of updating that line from 2 inch to 8 inch with some mitigation of connection fees. May have a workshop later if needed. Commissioner Haberstroh motioned to have Cliff Morris come up with a developer’s agreement that is suitable for the city with some mitigation of connections, seconded by Commissioner Morris. Vote on motion 5 aye, 0 nay.

**Jerry Nixon 665 Forest Napavine Road Land Use**

Director Morris advised Planning Commission that the application is now complete with a staff report. Attorney has recommended to set a public hearing to address the complete application and staff report. Commissioner Haberstroh motioned to set a public hearing for Jerry Nixon 665 Forest Napavine Road – Land Use, Variance on August 29, 2022, seconded by Commissioner Hollinger. Vote on motion 5 aye, 0 nay.

**CONSIDERATION:**

Executive Assistant Katie Williams asked Planning Commission if they received any emails regarding the Homeless Advocacy Board. Commissioner Hollinger stated she did receive the email and reached out to Mayor O’Neill with additional questions. Commissioner Collins will be absent from the August 29<sup>th</sup> Meeting.



**ADJOURNMENT** 6:50 pm

Commissioner Morris motioned to adjourn, seconded by Commissioner Hollinger. Vote 5 ayes, 0 nays.

*These minutes are not verbatim. If so desired, a recording of this meeting is available online at*

*<https://fccdl.in/LLSRJxuLj9> .*

**Respectfully submitted,**

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Bryan Morris, Community Development/Public Works Director

Planning Commission Chairperson



**NAPAVINE PLANNING COMMISSION MINUTES**  
**August 1, 2022 6:00 P.M.**  
**Napavine City Hall, 407 Birch Ave SW, Napavine, WA**

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**PLEDGE OF ALLEGIANCE:**

**CALL TO ORDER:**

Due to no elected Chairman, Director Morris opened the regular planning commission meeting to order at 6:00 pm.

**ROLL CALL:**

Planning Commission present: Amy Morris, Commissioner #4, Deborah Graham Commissioner #1, Bob Bozarth Commissioner #2, and Arnold Haberstroh Commissioner #3. Commissioner Position #5 is Vacant.

Commissioner Morris nominated Commissioner Graham for Chairman. Commissioner Haberstroh motioned to approve Deborah Graham as chairman, seconded by Commissioner Bozarth. Vote on motion 4 aye and 0 nay.

**APPROVAL OF AGENDA – As presented:**

Commissioner Haberstroh motioned to approve the agenda, seconded by Commissioner Morris. Vote on motion 4 aye, 0 nay.

**APPROVAL OF MINUTES:**

Commissioner Bozarth motioned to approve minutes for June 6, 2022 meeting, seconded by Commissioner Haberstroh. Vote on motion 4 aye and 0 nay.

**NEW BUSINESS:**

**Fueling Station Code Change**

Discussion was had on how to change the code to minimize future impacts while still allowing certain situations. Planning Commission discussed a scenario of a grocery store that had fueling station as an added convenience, not just strictly fueling and quick snacks stops.

Commissioner Haberstroh motioned to move fueling stations/automobile service stations from permitted use to conditional use in Chapter 17.28 C and C-1 Districts seconded by Commissioner Morris. Vote on motion 4 aye, 0 nay.

**Cliff Morris Short Plat – 609 W Forest Napavine Road**

Director Morris explained that the applicant is wanting to short plat 2 lots into 4 lots with a 20 ft. private road with an easement to the city for utilities. Water line would be a 2" line servicing the new residential lots requiring sprinkler systems to adequately meet fire flow requirements.

Commissioner Haberstroh asked what the difference would be between running a 2" line, then requiring an 8 inch. Will the lots adjacent have to have sprinklers? Are we going to keep putting band-aids on prior mistakes? Why not require them to have an 8 inch water line from Kayli Court to Forest Napavine, then it is looped.

Director Morris said the difference is between private easement and public right-of-way. City can 1. Deny the easement with the city utilities in the private easement, or 2. Can accept it with the 2 inch, or 3. Accept it if he upgrades to an 8 inch water line with a hydrant at Forest Napavine Road.

Commissioner Haberstroh motioned to table until the next meeting, seconded by Commissioner Bozarth. Vote on motion 4 aye, 0 nay.

**CONSIDERATION:**

Director Morris stated he met with Mr. Peter Abbarno at Mayme Shaddock Park, and it was announced that City of Napavine was awarded additional funding to complete the Mayme Shaddock Park kitchen. The City is now able to construct the original pre-covid kitchen structure.

**CITIZEN COMMENT:**

Jerry Graham stated that the city should go after Sterling Breens property since it was turned down by Chehalis and thinks the City of Napavine should allow them to come into the Napavine UGA. It is roughly 200 acres where Virginia Breen house sits. Director Bryan Morris stated that is up to Planning, but will need an applicant to start the process, the city can't initiate it.

**GOOD OF THE ORDER:**

Executive Assistant Katie Williams stated she wanted to give a warm welcome to Amy Morris on joining the Planning Commission.

Director Morris stated that they have another applicant that should be sworn in at the next City Council meeting.

**ADJOURNMENT** 7:06 pm

Commissioner Bozarth motioned to adjourn, seconded by Commissioner Haberstroh. Vote 4 ayes, 0 nays.

*These minutes are not verbatim. If so desired, a recording of this meeting is available online at <https://fccdl.in/ecU9SqYc3W>.*

**Respectfully submitted,**

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Bryan Morris, Community Development/Public Works Director

Planning Commission Chairperson

# CITY OF NAPAVINE

407 Birch Ave SW, P. O. Box 810  
Napavine, WA 98565  
(360) 262-9344

\$650.00

APPLICATION FOR:

LARGE LOT SUBDIVISION

SHORT PLAT SUBDIVISION

## STAFF USE ONLY

CASE NUMBER \_\_\_\_\_  
DATE RECEIVED \_\_\_\_\_  
BY \_\_\_\_\_

RELATED CASES \_\_\_\_\_  
DATE FEE PAID

### 2. APPLICANT (IF DIFFERENT THAN OWNER)

NAME Cliff and Laura Morris  
MAILING ADDRESS 609 W FOREST NAPAVINE RD.  
CITY AND STATE Chehalis WA ZIP 98532  
TELEPHONE 360-239-5129 (Cliff)  
SIGNATURE Laura Morris DATE 12-9-2021

### 3. ENGINEER/ARCHITECT:

NAME Butler Surveying, Inc.  
MAILING ADDRESS 475 NW Chehalis Ave (P.O. Box 149)  
CITY AND STATE Chehalis WA ZIP 98532  
TELEPHONE 360-748-8803

### 4. AUTHORIZED REPRESENTATIVE (if applicable):

NAME \_\_\_\_\_  
MAILING ADDRESS N/A  
CITY AND STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
TELEPHONE \_\_\_\_\_

5. PROPERTY LOCATION:

NORTH SOUTH EAST WEST SIDE OF (CIRCLE ONE)

(ROAD NAME): \_\_\_\_\_  
BETWEEN (ROAD NAME) \_\_\_\_\_  
AND (ROAD NAME) \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_

SECTION 26 TOWNSHIP 13 N RANGE 02 W PT  
W 495' SE 4 NW 4  
EX FORE

Type of non-site structures including any accessory buildings:  
NONE

ASSESSOR'S PARCEL NO. 018151006000

FULL LEGAL DESCRIPTION OF SUBJECT PROPERTY: (Attach separate sheet)

Number of Lots:  
Single-Family 3 Duplex \_\_\_\_\_ Multifamily \_\_\_\_\_  
Commercial \_\_\_\_\_ Industrial \_\_\_\_\_

Zoning District \_\_\_\_\_

Shoreline Designation N/A

Smallest Lot Area 12,195.93 SF (0.280 ACRES)

Average Lot Area 13,429.66 (LOTS 2,3,4)

Total Acreage 0.925 +/-

Area of entire contiguous ownership (LOTS 1 + 2,3,4) = 4.9079 ACRES

Acreage in Open Space 40288 S.F.

Length of Public Streets N/A

Length of Private Streets \_\_\_\_\_

Designated Commercial Acreage N/A

6. Special Areas On Your Project Site:

- None
- Swamp/Bog
- Creek or Stream \_\_\_\_\_ name
- Cliffs
- River \_\_\_\_\_ name
- Draw/Gully
- Other (describe) \_\_\_\_\_

**7. Has a portion of your project site ever flooded?**

- No                       Do not know                       Yes, when? \_\_\_\_\_  
(If yes, show area on map)

**8. UTILITIES:**

1. **WATER SUPPLY:** (Name of Utility, if applicable)  
a. EXISTING: City of Napavine      b. PROPOSED: \_\_\_\_\_
2. **SEWAGE DISPOSAL:** (Name of Utility, if applicable)  
a. EXISTING: \_\_\_\_\_                      b. PROPOSED: City of Napavine

**9. ACCESS:**

(NAME OF ROAD OR STREET FROM WHICH ACCESS IS OR WILL BE GAINED.)

1. EXISTING ACCESS: Private Drive (off of W. Forest Napavine Rd)
2. PROPOSED ACCESS: Same as above
3. If property to be divided is accessed by a private road, how many other parcels have access by this road? (Include vacant parcels) Private Drive Total of 6

**PRELIMINARY MAP**      Per Butler Surveying

(APPLICANT CHECK OFF AS COMPLETED)

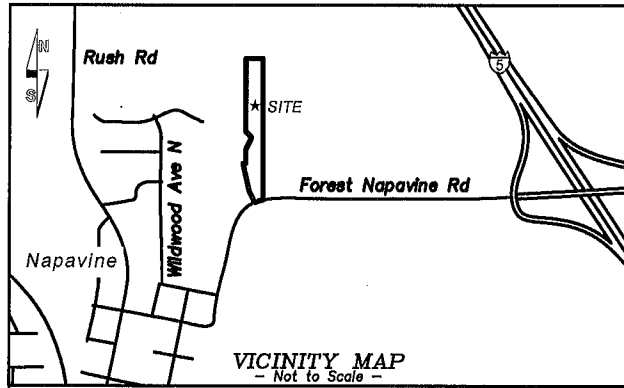
- 1. Drawn to scale in BLACK INK.
- 2. Show and label all existing structures including mobile homes, houses, sheds, garages, barns, etc.
- 3. Show boundaries of entire ownership and indicate property line measurements.
- 4. Show all existing state, city and county road frontages and road names.
- 5. Show all existing private road frontages whether or not they are used for access to property.
- N/A 6. Show existing well locations on site.
- N/A 7. Show proposed well locations on site.
- N/A 8. Show existing on-site septic tank and drain field locations.
- 9. Show any special areas on site such as natural gas pipeline easements, seasonal standing water locations, cliffs, swamps, bogs, rivers, streams, creeks or seasonal drainages, lakes, ponds, draw or gully.



## ADJACENT PROPERTY OWNERS

**PLEASE NOTE:**

- Type or print legibly in **BLACK INK ONLY**.
- Must have correct zip codes.
- Do not write parcel number on this form.
- **CITY OF NAPA VINE PROPERTY ONLY** – Obtain addresses from County Assessors, Building #1, Second Floor.
- Include all adjacent property owners within 300 feet of exterior boundary of the property involved

**City of Napavine Short Plat No. XX-XX-XX**  
 Being a portion of the Southeast Quarter of the Northwest  
 Quarter of Section 12, Township 12 North, Range 8 East, W.M.  
 in Lewis County, Washington.  
 (Page 1 of 3 Pages)

**Original Legal Description:**

TPN 018150002000: That parcel as described in Statutory Warranty Deed recorded under Auditor's File Number 3497676, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey.

TPN 018151006000: That parcel as described in Statutory Warranty Deed recorded under Auditor's File Number 3464154, Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey.

**New Legal Description:**

Lot 1 of City of Napavine Short Plat SP XX-XX-XX Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey.

Lot 2 of City of Napavine Short Plat SP XX-XX-XX Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey.

Lot 3 of City of Napavine Short Plat SP XX-XX-XX Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey.

Lot 4 of City of Napavine Short Plat SP XX-XX-XX Records of Lewis County, Washington.

TOGETHER with and subject to easements, covenants, conditions, restrictions and reservations of record, if any, affecting title which may appear in the public record including those shown on the face of any recorded plat or survey.

**DECLARATION OF SHORT PLAT**

KNOW all men by these presents that the undersigned is the owner of the land described by the declaration and is seeking approval by the City of Napavine of the herein described subdivision of land known as Short Plat Number XX-XX-XX

1. The undersigned, hereby defend indemnify and hold harmless The City of Napavine, it's officers, agents and employees from any and all costs or damages including, but not limited to, attorney's fees incurred as a result of this signatory not being the owner of the property being subdivided. Such costs and damages include, but are not limited to litigation, voluntary quiet title, boundary disputes, loss of all or portion of real property and slander of title.

2. The undersigned hereby acknowledges that this Short Plat has been made with my free consent and in accordance with my desires, and dedicate to the lot owners thereof, all easements shown thereon for ingress and egress.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
 Clifford Morris

\_\_\_\_\_  
 Laura Morris

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF LEWIS )

On this day personally appeared before me Clifford Morris and Laura Morris to me known to be the individuals of described in and which executed the within and foregoing instrument, and acknowledged that they signed the same as the free and voluntary act and deed, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
 Print Name: \_\_\_\_\_

\_\_\_\_\_  
 Print Name: \_\_\_\_\_

NOTARY PUBLIC in and for the State of  
 Washington, residing at \_\_\_\_\_  
 My commission expires: \_\_\_\_\_

Basis of Bearings: Record of survey as recorded in Book 31 of BLAM at Page 120, Records of Lewis County, Washington.

**Reference Surveys:**

- 1) K.D. Bluhm, PLS 29269, Book 2 of SP, Page 211 (2005)
- 2) C.M. Butler, PLS 36792, Book 25, Page 186 (2007)
- 3) C.M. Butler, PLS 36792, Book 31 of BLA, Page 120 (2017)

Method of Closed loop field traverses using a Topcon GTS-220 (00'00'05") total station. This survey meets or exceeds precision requirements as set forth in WAC 332-130-090.

**Assessor's Certification:**

Examined and approved for recording

\_\_\_\_\_  
 Lewis County Assessor's Office Date

**Treasurer's Certification:**

All taxes levied against the properties included in this Short Subdivision have been paid to and including the year 2022.

\_\_\_\_\_  
 Lewis County Treasurer Date

**Administrator's Approval:**

Examined and approved, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
 Planning Manager - Subdivision Administrator

**AUDITOR'S CERTIFICATE**

Filed for record this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 at \_\_\_\_\_, M in Book \_\_\_\_\_ of \_\_\_\_\_ at Page \_\_\_\_\_  
 under Auditor's File Number \_\_\_\_\_ at the request  
 of Butler Surveying, Incorporated.

\_\_\_\_\_  
 County Auditor by Deputy Auditor

**Surveyor's Certificate**

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of Clifford Morris and Laura Morris in June of 2021.

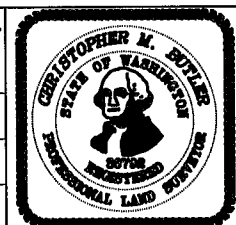
Christopher M. Butler, PLS 36792 date

**BUTLER SURVEYING INC.**  
 476 NW CHEHALIS AVENUE  
 P.O. BOX 149, CHEHALIS, WA 98532  
 360/748-8803

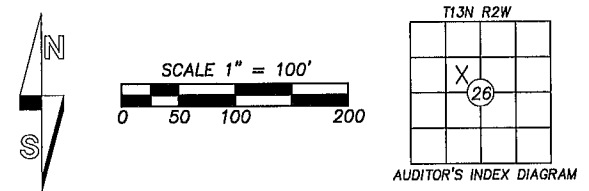
Drawn: J. Mahar Date: 7/14/2022

Checked: \_\_\_\_\_ Job No.: 20-380

Scale: 1" = none Sheet 1 of 3



City of Napavine Short Plat No. XX-XX-XX  
 Being a portion of the Southeast Quarter of the  
 Northwest Quarter of Section 26, Township 13  
 North, Range 2 West, W.M. in Lewis County,  
 Washington.  
 (Page 2 of 3 Pages)



BASIS OF BEARINGS: RECORD OF SURVEY AS RECORDED IN BOOK 31  
 OF BLAM AT PAGE 120, RECORDS OF LEWIS COUNTY, WASHINGTON.

**Legend**

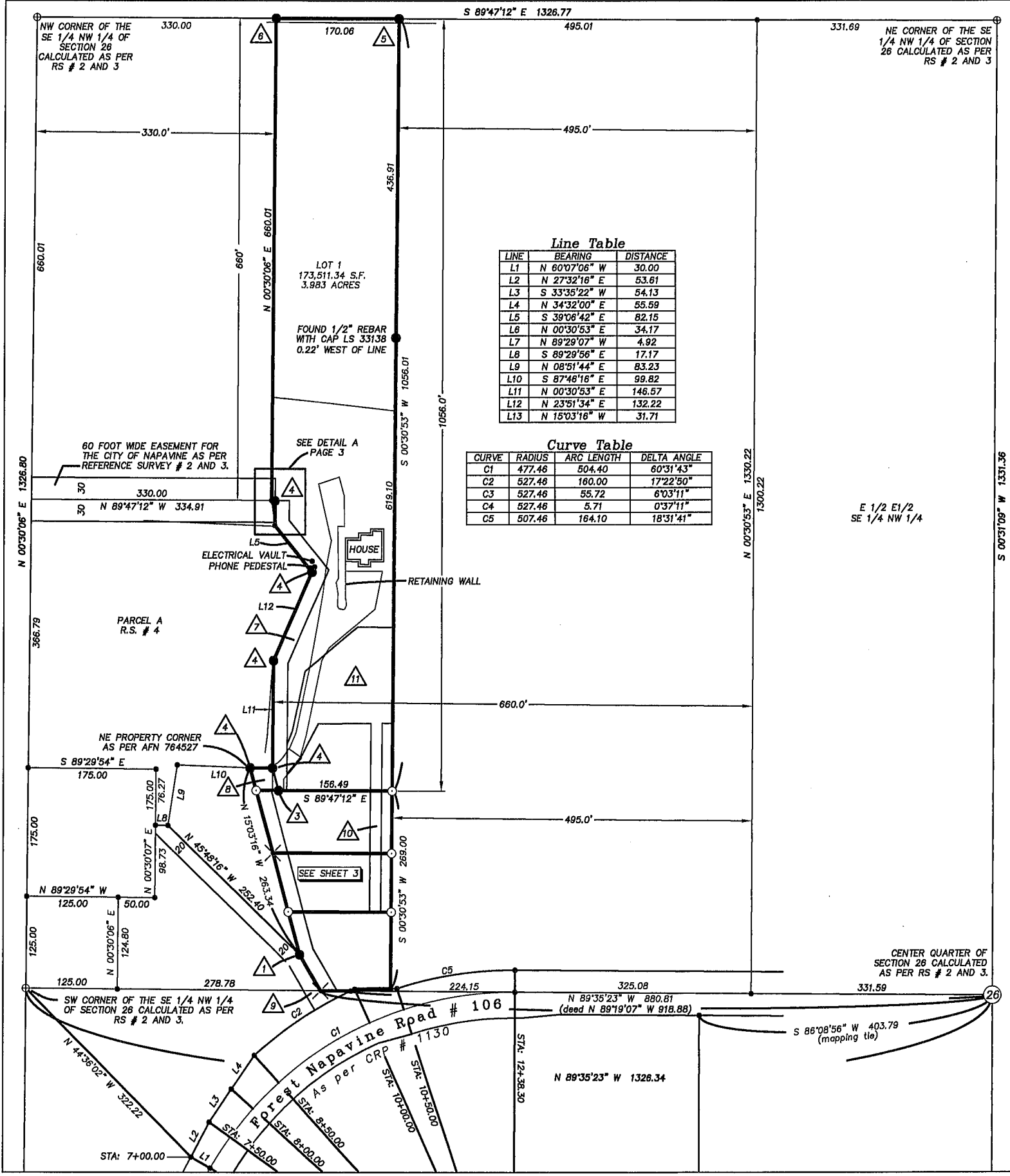
- FOUND CORNER AS NOTED
- SET 1/2" REBAR WITH CAP LS 36792-86894PLS
- ⊗ SET MAGNAIL WITH WASHER LS 36792
- ⊕ CALCULATED POSITION
- PROPERTY LINE
- FENCE LINE
- ⊖ W WATER METER
- ⊙ S SEWER
- △ 1 FOUND 3/4" IP AS PER REFERENCE SURVEY # 3 (2021). HELD FOR BASIS OF BEARINGS.
- △ 2 FOUND 1/2" REBAR WITH CAP LS 33138 LINE ONLY 1.48' NORTH OF PROPERTY CORNER AS PER REFERENCE SURVEY # 3 (2021).
- △ 3 FOUND 1/2" REBAR WITH CAP LS 33138 AS PER REFERENCE SURVEY # 3 (2021). HELD FOR ROTATION OF BEARINGS.
- △ 4 FOUND 1/2" REBAR AND CAP LS 36792 AS PER REFERENCE SURVEY # 3 (2021).
- △ 5 FOUND 1/2" REBAR WITH CAP LS 33138 AS PER REFERENCE SURVEY # 3 (2021).
- △ 6 FOUND 1/2" REBAR WITH CAP LS 33138 BEARING S80°02'01"W 0.29' FROM CALCULATED POSITION AS PER REFERENCE SURVEY # 3 (2021).
- △ 7 20 FOOT WIDE UTILITY EASEMENT BENEFITING THE CITY OF NAPAVINE.
- △ 8 UTILITY EASEMENT AREA BENEFITING THE CITY OF NAPAVINE.
- △ 9 EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS RECORDED UNDER AUDITOR'S FILE NUMBER 3558238.
- △ 10 15' WIDE STORM DRAINAGE EASEMENT
- △ 11 STORM DRAINAGE DETENTION POND AREA

**Line Table**

LINE	BEARING	DISTANCE
L1	N 60°07'06" W	30.00
L2	N 27°32'16" E	53.61
L3	S 33°35'22" W	54.13
L4	N 34°32'00" E	55.59
L5	S 39°08'42" E	82.15
L6	N 00°30'53" E	34.17
L7	N 89°29'07" W	4.92
L8	S 89°29'56" E	17.17
L9	N 08°51'44" E	83.23
L10	S 87°46'16" E	99.82
L11	N 00°30'53" E	146.57
L12	N 23°51'34" E	132.22
L13	N 15°03'16" W	31.71

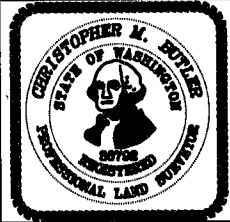
**Curve Table**

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	477.46	504.40	80°31'43"
C2	527.46	180.00	17°22'50"
C3	527.46	55.72	6°03'11"
C4	527.46	5.71	0°37'11"
C5	507.46	164.10	18°31'41"



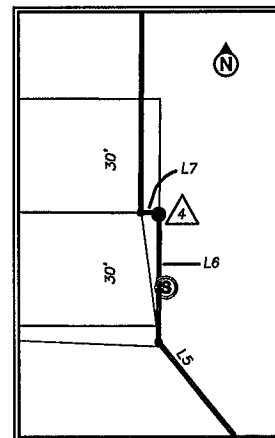
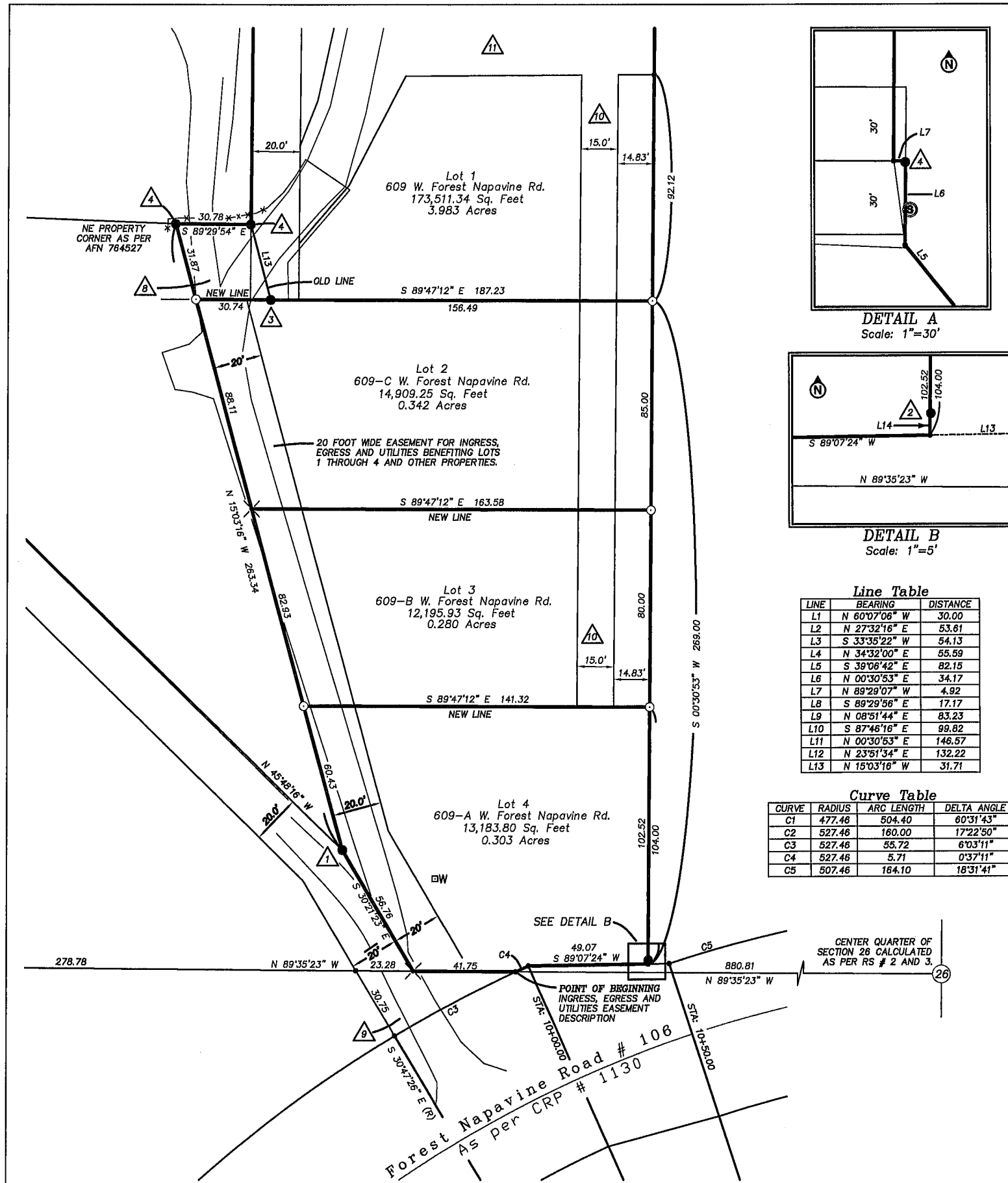
**BUTLER SURVEYING INC.**  
 476 NW CHEHALIS AVENUE  
 P.O. BOX 149, CHEHALIS, WA 98532  
 360/748-8803

Drawn: J. Mahar      Date: 7/14/2022  
 Checked:              Job No.: 20-380  
 Scale: 1" = 100'      Sheet 2 of 3

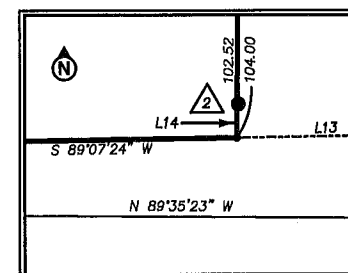


Being a portion of the Southeast Quarter of the Northwest Quarter of Section 26, Township 13 North, Range 2 West, W.M. in Lewis County, Washington.

(Page 3 of 3 Pages)



DETAIL A  
Scale: 1"=30'



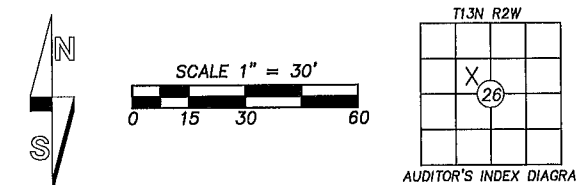
DETAIL B  
Scale: 1"=5'

**Line Table**

LINE	BEARING	DISTANCE
L1	N 60°07'06" W	30.00
L2	N 27°32'16" E	53.61
L3	S 33°35'22" W	54.13
L4	N 34°32'00" E	55.59
L5	S 39°06'42" E	82.15
L6	N 00°30'53" E	34.17
L7	N 89°29'07" W	4.92
L8	S 89°29'56" E	17.17
L9	N 08°51'44" E	83.23
L10	S 87°48'18" E	99.82
L11	N 00°30'53" E	146.57
L12	N 23°51'34" E	132.22
L13	N 15°03'18" W	31.71

**Curve Table**

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	477.46	504.40	60°31'43"
C2	527.46	160.00	17°22'50"
C3	527.46	55.72	6°03'11"
C4	527.46	5.71	0°37'11"
C5	507.46	184.10	18°31'41"



BASIS OF BEARINGS: RECORD OF SURVEY AS RECORDED IN BOOK 31 OF BLAM AT PAGE 120, RECORDS OF LEWIS COUNTY, WASHINGTON.

**Legend**

- FOUND CORNER AS NOTED
- SET 1/2" REBAR WITH CAP LS 36792-86894PLS
- ⊗ SET MAGNAIL WITH WASHER LS 36792
- ⊕ CALCULATED POSITION
- PROPERTY LINE
- FENCE LINE
- ◻ W WATER METER
- ⊙ S SEWER
- △ 1 FOUND 3/4" IP AS PER REFERENCE SURVEY # 3 (2021). HELD FOR BASIS OF BEARINGS.
- △ 2 FOUND 1/2" REBAR WITH CAP LS 33138 LINE ONLY 1.48' NORTH OF PROPERTY CORNER AS PER REFERENCE SURVEY # 3 (2021).
- △ 3 FOUND 1/2" REBAR WITH CAP LS 33138 AS PER REFERENCE SURVEY # 3 (2021). HELD FOR ROTATION OF BEARINGS.
- △ 4 FOUND 1/2" REBAR AND CAP LS 36792 AS PER REFERENCE SURVEY # 3 (2021).
- △ 5 FOUND 1/2" REBAR WITH CAP LS 33138 AS PER REFERENCE SURVEY # 3 (2021).
- △ 6 FOUND 1/2" REBAR WITH CAP LS 33138 BEARING S80°02'01"W 0.29' FROM CALCULATED POSITION AS PER REFERENCE SURVEY # 3 (2021).
- △ 7 20 FOOT WIDE UTILITY EASEMENT BENEFITING THE CITY OF NAPAIVNE.
- △ 8 UTILITY EASEMENT AREA BENEFITING THE CITY OF NAPAIVNE.
- △ 9 EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS RECORDED UNDER AUDITOR'S FILE NUMBER 3558238.
- △ 10 15' WIDE STORM DRAINAGE EASEMENT
- △ 11 STORM DRAINAGE DETENTION POND AREA

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Drawn: J. Mahar Date: 7/14/2022

Checked: Job No.: 20-380

Scale: 1" = 30' Sheet 3 of 3

