

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LEWIS COUNTY, WASHINGTON**

**AUTHORIZE THE COUNTY MANAGER TO ENTER INTO )           ORDINANCE 1378**  
**AN INTERLOCAL AGREEMENT WITH THE CITY OF VADER )**  
**FOR THE CITY TO ANNEX TERRITORY WITHIN THE CITY )**  
**OF VADER URBAN GROWTH AREA )**

**WHEREAS**, Lewis County designated an urban growth area for the City of Vader as required by the Growth Management Act (GMA) pursuant to RCW 36.70A; and

**WHEREAS**, RCW 36.70A.110(7) states, "An urban growth area designated in accordance with this section may include within its boundaries ... potential annexation areas designated for specific cities and towns in the county"; and

**WHEREAS**, the City of Vader is a non-charter code city incorporated under the Optional Municipal Code, pursuant to RCW 35A, and has authority under RCW 35A.14 to annex property within its urban growth area; and

**WHEREAS**, the City of Vader desires to annex the designated Vader Annexation Area as shown in Exhibit A, Interlocal Agreement, utilizing the annexation method provided in RCW 35A.14.296; and

**WHEREAS**, RCW 35A.14.296 allows the City of Vader and Lewis County to enter into an Interlocal Agreement for the City of Vader to annex territory within its urban growth, Exhibit A, and this Agreement does not create or authorize the creation of a separate legal or administrative entity but instead is an agreement for joint or cooperative action; and

**WHEREAS**, the Vader City Council passed Resolution 07-2025 on August 26, 2025, directing City staff to negotiate an Interlocal Agreement with Lewis County for the Annexation subject to this; and

**WHEREAS**, the Lewis County Board of Commissioners passed Resolution 25-252 on August 26, 2025, directing County staff to negotiate an Interlocal Agreement with the City of Vader for the Annexation subject to this; and

**WHEREAS**, the Annexation is exempt from compliance with the requirements of the State Environmental Policy Act pursuant to RCW 43.21C.222; and

**WHEREAS**, the Lewis County published a notice of public hearing on May 12, May 19, May 26 and June 2, 2026, in the legal newspaper of record, as required by RCW 35A.14.296; and

**WHEREAS,** both jurisdictions have provided for broad public dissemination of materials and information pertaining to the annexation through publication on each jurisdiction's website and as hard copy by request; and

**WHEREAS,** after effective notice was given, a public hearing was held on June 9, 2026, concerning the adoption of the Interlocal Agreement, Exhibit A, as required by RCW 35A.14.296 with the opportunity for written public comments and consideration and response to public comments; and

**WHEREAS,** the City of Vader and Lewis County have coordinated the transfer and maintenance of infrastructure in the annexation area, as well as evaluated the potential for revenue sharing agreements; and

**NOW THEREFORE BE IT RESOLVED** that the Lewis County Board of County Commissioners finds the Interlocal Agreement, Exhibit A, is consistent with the Lewis County Comprehensive Plan and Countywide Planning Policies and is in the public interest; and

**NOW THEREFORE BE IT FURTHER RESOLVED** that the Lewis County Board of County Commissioners authorizes the County Manager to sign the Interlocal Agreement for annexation of the urban growth area per the term of the agreement, as shown in Exhibit A.

PASSED IN REGULAR SESSION on this 9th day of June 2026 following a hearing publicized in the newspaper of record on May 12, May 19, May 26 and June 2, 2026.

APPROVED AS TO FORM:  
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

\_\_\_\_\_  
By: David Bailey, Chief Civil Dep. Pros. Atty.

\_\_\_\_\_  
Lindsey R. Pollock, DVM, Chair

ATTEST:

\_\_\_\_\_  
Scott J. Brummer, Vice Chair

\_\_\_\_\_  
Rieva Lester, CMC, Clerk of the Board

\_\_\_\_\_  
Sean D. Swope, Commissioner

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF VADER AND LEWIS COUNTY, RELATED TO THE ANNEXATION OF UNINCORPORATED TERRITORY IN THE URBAN GROWTH AREA OF THE CITY OF VADER**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is entered into pursuant to the authority of Chapter 39.34 RCW between the City of Vader, a municipal corporation (“City”) and Lewis County, a political subdivision of the State of Washington (“County”); collectively referred to herein as “Jurisdictions” and individually as “Jurisdiction.”

**Section 1. Annexation Area.**

The Jurisdictions agree that the City shall annex the unincorporated areas as legally described in **Exhibit A** and as depicted in **Exhibit B**, attached hereto and incorporated into this Agreement, in a single annexation process. The Jurisdictions agree that the boundaries of the City Annexation Area, here after referred to as “CAA”, shall be as described and depicted in **Exhibits A and B**. The CAA shall be annexed on the Effective Date (as defined herein).

**Section 2. Compliance with Previous Interlocal Agreements.**

For the portion of the Chehalis Urban Growth Area not annexed via this Agreement, the City and County will continue to abide by the following Interlocal Agreements (“ILA”), in addition to any other relevant ILAs that the City and County maintain at the time execution of this Agreement or hereinafter entered into:

- Urban Growth Area Co-Management Interlocal Agreement between the City of Vader and Lewis County dated November 19, 2025;
- Emergency Management Services Interlocal Agreement between the City of Vader and Lewis County dated April 1, 2025;
- Water System Meter Records Interlocal Agreement between the City of Vader and Lewis County, automatic renewal unless terminated.

To the extent that any prior ILA between the County and City has terms which conflict with this Agreement, the terms of this Agreement shall control.

**Section 3. Municipal Services.**

The City will become responsible for permitting, road maintenance, wastewater services, and stormwater services within and relating to the CAA from the Effective Date (as defined herein). The City will begin invoicing parcels within the CAA for these services, as applicable, from the Effective Date.

**Section 4. Infrastructure.**

From the Effective Date, the infrastructure within the CAA will be developed, owned, and maintained as follows:

<b>Infrastructure</b>	<b>Owned*</b>	<b>Developed</b>	<b>Maintained</b>
Gas	PSE	PSE	PSE
Electric	LCPUD	LCPUD	LCPUD
Stormwater	City	City	City
Water	LCPW**	LCPW**	LCPW**
Roads	City	City	City
Sewer	City	City	City
Waste Disposal	City***		

\* Where ownership is subject to a franchise agreement, this Agreement does not transfer ownership to a third party.

\*\* The City is in the process of seeking the return of the Vader-Enchanted Valley Water System.

\*\*\* The City is required under Vader Municipal Code 9.04.020 to provide for and establish a solid waste collection and disposal system for the citizens and occupants of residential, apartment, commercial, government, and industrial premises in the City. The City currently contracts with LeMay for waste collection and disposal services.

The infrastructure listed above is not intended to be exhaustive. To the extent that an item of infrastructure is not listed above, the intention is for the City to own, develop, and/or maintain said infrastructure unless otherwise agreed with the County or unless privately owned.

In addition to property that transfers on annexation as a matter of law (e.g., public rights of way), the County shall transfer or convey to the City ownership, maintenance, and operational responsibility for all County-owned facilities and properties within the CAA upon the Effective Date.

**Section 5. Public Works Projects.**

There are no current County public works projects ongoing or pending within the CAA. The County shall provide all information and records regarding past public works projects within the CAA.

**Section 6. Open Permits and Vested Development Rights.**

The County will compile and transfer to the City a list of ongoing permits within the CAA, including but not limited to land use and building permits. Upon the Effective Date of the Annexation, the City is responsible for processing and deciding all pending applications through review under applicable County regulations and code. This section shall survive the completion or expiration of this Agreement or termination whether termination is by one or all Jurisdictions.

For properties within the CAA with vested development rights, including those rights granted pursuant to RCW 19.27.095 and RCW 58.17.033, approved land use actions, or completed applications under County zoning or subdivision regulations prior to the Effective Date, those rights and approvals shall be recognized and maintained by the City. Vested rights shall remain valid for the duration provided under state law and any corresponding permits or approvals and shall expire in accordance with such laws and permit terms. Nothing in the Agreement is intended to extend or shorten any vested right.

**Section 7. Unexpended SEPA Mitigation Fees.**

The County will compile a list of projects within the CAA with unspent SEPA mitigation fees, if any. Upon the Effective Date of annexation, such fees shall be transferred to the City, except for fees collected for other agencies and school districts. The City shall assume the responsibility for expending such fees to complete the mitigation appropriate to the project for which the fees were collected. These provisions shall not apply to other agency or school fees.

**Section 8. Development Bonds and Latecomer Agreements.**

The County will identify any development bonds, maintenance bonds, payment and performance bonds, landscape bonds, and any other bonds that are active within the CAA and provide copies of such bonds to the City, together with any other documentation and information necessary for the City to assume said bonds. The County will identify any other agreements or arrangements with developers or property owners and provide copies of such to the City.

**Section 9. Comprehensive Plan.**

The City's Comprehensive Plan, as amended from time to time, governs the zoning regulations, urban density requirements, and floodplain rules for the CAA. No changes to the City's Comprehensive Plan are contemplated as a result of this Agreement.

**Section 10. Zoning Transition Period.**

The Jurisdictions agree that all properties within the CAA shall be subject to a zoning transition period ("Transition Period") during which time existing lawful uses and activities permitted under County regulations as of the Effective Date shall be allowed to continue without being rendered nonconforming solely due to annexation. The Transition Period shall extend for a period of [REDACTED] months/years from the Effective Date unless otherwise required by state or federal law. During this period, the City shall not impose new zoning, land use, or operational restrictions that would prohibit or restrict an otherwise lawful use existing as of the Effective Date, unless such restriction is required by state or federal law or is necessary to address an immediate public safety concern.

Existing lawful activities, including outdoor recreational shooting or the discharge of firearms on private property where permitted under County regulations as of the Effective Date, may continue

during the Transition Period, provided such activities do not expand in scope or intensity and comply with applicable state safety laws. Nothing in this section prevents a property owner in the CAA from voluntarily conforming to City zoning or development standards at any time during the Transition Period.

The Transition Period is independent of vested rights. Vested rights shall expire in accordance with state law and the applicable permit or approval terms, even if the Transition Period remains in effect. The Transition Period shall expire on its established end date, regardless of whether individual properties retain ongoing vested rights. Upon expiration of the Transition Period, all properties within the CAA shall be subject to the City's zoning and land-use regulations then in effect, except for any property that continues to hold valid vested rights under state law.

**Section 11. Public Outreach.**

The City shall assume responsibility for completing all required public notifications pursuant to RCW 35A.14.296. In addition, the City shall assume responsibility for holding any public meetings, open houses, public hearings, and drafting of Frequently Asked Question flyers, and other informational materials, unless such meetings are to be held jointly with the County, in which case the County shall participate and provide notice to the extent necessary to ensure such meetings are validly noticed, held, and conducted. The County shall attend the annexation meetings in support of Annexation unless circumstances arise which cause the County to withdraw support.

**Section 12. Effective Date of Annexation.**

The Jurisdictions mutually agree that the effective date of the Annexation (hereafter "Effective Date"), as described and agreed to in this Agreement, 46 days following the later of the dates upon which the Jurisdictions approve their respective ordinances approving this Agreement

**Section 13. Term.**

The term of this Agreement shall be effective upon mutual execution until such time as all provisions of the Agreement are met or the Agreement is terminated under Section 17 of this Agreement.

**Section 14. Alternatives.**

The City and County have considered alternative options to the Annexation and concluded that there are no viable alternative options to the Annexation. Annexation is necessary to meet the needs of population growth within the City and it is the County's intention for the Urban Growth Area to be annexed by the City under its Comprehensive Plan. If the Annexation does not proceed, residential development may be inhibited by Lewis County Code 17.15, UGA – Cities, which restricts large lot land divisions within the unincorporated urban growth area and therefore limits the ability of the City to meet future population and housing allocations.

**Section 15. Indemnification and Hold Harmless.**

- A. To the extent permitted by law, each Jurisdiction agrees to indemnify, defend, and hold harmless the other Jurisdiction, its officers, officials, employees, agents, and volunteers from and against any and all claims, demands, damages, losses, actions, liabilities, expenses, and judgments of any nature whatsoever, including without limitation, court and appeal costs and attorneys' fees, to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, caused by or arising out of any negligent act, errors, or omissions, of that Jurisdiction, its employees, agents, or volunteers or arising out of, in connection with, or incident to that Jurisdiction's performance or failure to perform any aspect of this Agreement.
- B. The Jurisdictions waive their immunity under the Washington State Industrial Insurance Act, Title 51 RCW, to the extent required by this indemnification and hold harmless provision. Provided, however, the foregoing waiver shall not in any way preclude a Jurisdiction from raising such immunity as a defense against any claim brought against a Jurisdiction by any of the Jurisdiction's respective employees. This waiver has been mutually negotiated by the Jurisdictions.
- C. The provisions of this section shall survive the completion or expiration of this Agreement or termination whether termination is by one or both Jurisdictions.
- D. The Jurisdictions agree to support each other in pursuing these purposes and responsibilities and operate in good faith and partnership in carrying them out. Risk and accountability shall be shared to the extent possible by the Jurisdictions.

**Section 16. Amendments.**

This Agreement may be amended as needed by mutual written agreement of the Jurisdictions as executed by each Jurisdiction's authorized governing authority as provided in Chapter 39.34 RCW.

**Section 17. Termination.**

This Agreement may only be terminated prior to the Annexation when the terminating Jurisdiction provides written notice to the other Jurisdiction at least ninety (90) days prior to its intended withdrawal from this Agreement. Following a termination, the Jurisdictions are mutually responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the amendment or termination.

**Section 18. Dispute Resolution.**

The Jurisdictions mutually agree to use a formal dispute resolution process such as mediation, through an agreed-upon mediator and process, if agreement cannot be reached regarding

interpretation or implementation of any provision of this Agreement. All costs for mediation services would be divided equally between the Jurisdictions. Each Jurisdiction would be responsible for the costs of their own legal representation. The Jurisdictions must first seek a remedy under this section in good faith for a period of sixty (60) days prior to any legal action in court to enforce the terms of this Agreement.

**Section 19. Jurisdiction Representative.**

The following are designated as representatives of the respective Jurisdictions. Notice provided for in this Agreement shall be sent to the designated representatives by certified mail to the addresses set forth below. Notice will be deemed received three (3) business days following posting by the U.S. Postmaster, with a courtesy copy sent via email.

**City of Vader**, c/o Mayor, 317 8<sup>th</sup> Street, PO Box 189, Vader, WA 98593  
**Email:** [mayor@vaderwa.org](mailto:mayor@vaderwa.org) with a copy to [cityclerk@vaderwa.org](mailto:cityclerk@vaderwa.org)

**Lewis County**, c/o County Manager, 351 NW. North St, Chehalis, WA, 98532  
**Email:** [ryan.barrett@lewiscountywa.gov](mailto:ryan.barrett@lewiscountywa.gov)

**Section 20. Governing Law and Venue.**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by the Jurisdictions hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance. Any action of lawsuit in equity, or judicial proceeding arising out of this Agreement, shall be instituted and maintained only in a court of competent jurisdiction in Lewis County, Washington or in the superior court of either of the two nearest judicial districts pursuant to RCW 36.01.050.

**Section 21. Severability.**

If any provision of this Agreement, or its application to any person or circumstance, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from the Agreement, and the remainder of the Agreement shall continue in full force and effect. The invalid, illegal, or unenforceable provision shall not affect the validity or enforceability of the remaining provisions, which shall be interpreted and applied as if the severed provision had never been included.

**Section 22. Entire Agreement.**

The Jurisdictions agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

**Section 23. Non-Waiver of Rights.**

The Jurisdictions agree that failure to declare any breach or default immediately upon the occurrence thereof, delay in taking any action in connection with, or the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

**Section 24. Equal Opportunity to Draft.**

The Jurisdictions have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Jurisdiction upon a claim that that Jurisdiction drafted the ambiguous language.

**Section 25. Third Party Beneficiaries.**

There are no third-party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third-party beneficiary rights.

**Section 26. Cooperation and information sharing.**

The City and County shall work together in good faith to facilitate the open sharing of information and records for the smooth implementation of this Agreement.

**IN WITNESS WHEREOF**, the Jurisdictions hereto have caused this Agreement to be executed by the dates and signature herein under affixed. The persons signing this Agreement on behalf of the Jurisdictions represent that each has authority to execute this Agreement on behalf of the Jurisdiction entering into this Agreement.

**Lewis County**

**City of Vader**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Joe Schey, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Jennifer Roberston, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXATION AREA

DRAFT

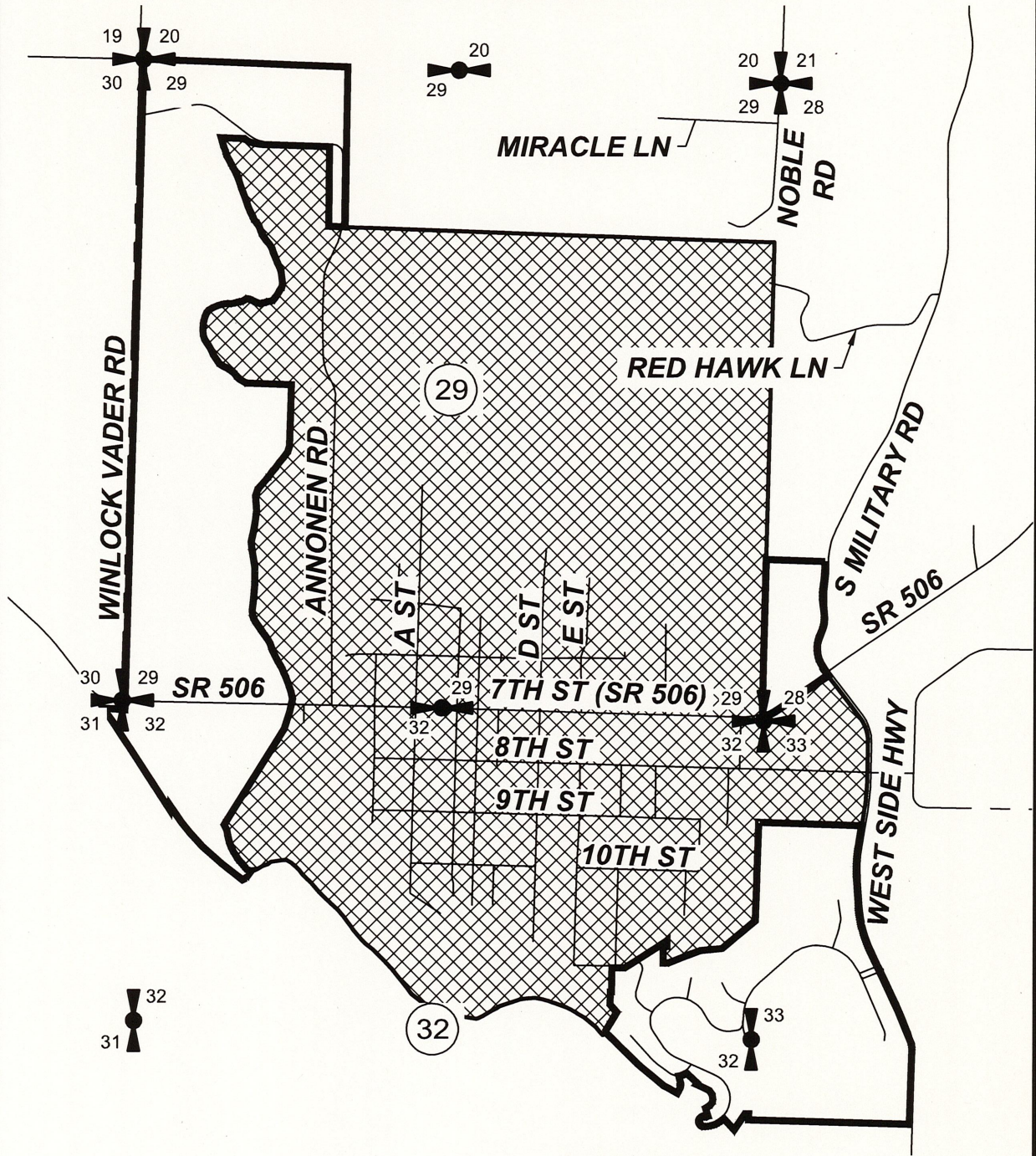
EXHIBIT B  
ANNEXATION AREA

DRAFT

# EXHIBIT A

## CITY OF VADER ANNEXATION AREA

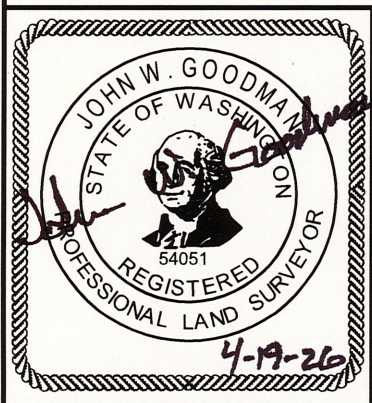
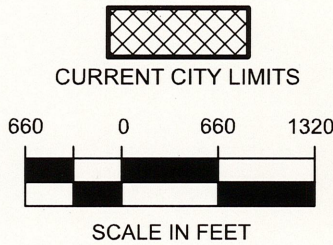
### LEWIS COUNTY, WASHINGTON



#### LEGEND

- CURRENT CITY LIMITS
- ANNEXATION LINE
- CURRENT CITY LIMITS

**ANNEXATION AREA**  
248.60 ACRES



**FORESIGHT**  
**SURVEYING, INC.**  
PROFESSIONAL LAND SURVEYORS

1583 N NATIONAL AVE  
CHEHALIS, WA 98532 OFFICE: (360) 748-4000

## EXHIBIT A

JOB NO: 5709 DATE: 04/13/2026  
LEWIS COUNTY, WASHINGTON

# EXHIBIT B

## **CITY OF VADER UGA ANNEXATION AREA:**

**BEGINNING** AT THE INTERSECTION OF THE NORTH SECTION LINE OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 2 WEST, W.M., LEWIS COUNTY, WASHINGTON, AND THE EASTERLY MARGIN OF WINLOCK VADER ROAD;  
THENCE S87°48'55"E ALONG SAID NORTH LINE 1614.47 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID NORTH LINE AND THE CENTERLINE OF THE NORTHERN PACIFIC RAILWAY RIGHT-OF-WAY;

THENCE SOUTHERLY ALONG SAID CENTERLINE TO ITS INTERSECT WITH THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION BEING A POINT ON THE CURRENT CITY LIMITS LINE;

THENCE WESTERLY ALONG SAID SOUTH LINE AND CITY LIMITS LINE TO THE INTERSECT WITH THE WESTERLY MARGIN OF NORTHERN PACIFIC RAILWAY;

THENCE NORTH ALONG SAID WESTERLY MARGIN AND CURRENT CITY LIMITS LINE TO THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN STATUTORY WARRANTY DEED CONVEYED TO HENRY D. AND SUSAN C. GREENWALD ON MARCH 12, 2018, RECORDS OF LEWIS COUNTY WASHINGTON, RECORDED UNDER AUDITOR'S FILE NO. 3480745 AND THE SOUTHERLY MARGIN OF ANNONEN ROAD;

THENCE TRAVELING WESTERLY ALONG THE NORTH LINE OF SAID TRACT AND CURRENT CITY LIMITS LINE TO THE CENTERLINE OF OLEQUA CREEK;

THENCE TRAVELING SOUTH ALONG SAID CENTERLINE AND CURRENT CITY LIMITS LINE TO THE INTERSECT WITH THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 29 ALSO BEING THE NORTHWEST CORNER OF LOT 4 AS DEPICTED ON RECORD OF SURVEY RECORDED UNDER LEWIS COUNTY AUDITOR'S FILE NO. 3066601, VOLUME 18 OF SURVEYS AT PAGE 159.

THENCE S87°49'39"E ALONG SAID EAST-WEST CENTER SECTION LINE AND CURRENT CITY LIMITS LINE A DISTANCE OF 199.02 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE S01°33'28"W ALONG THE EAST LINE OF SAID SECTION SUBDIVISION AND CITY LIMITS TO THE INTERSECT WITH OLEQUA CREEK;

THENCE SOUTHERLY, SOUTHWESTERLY, AND SOUTHEASTERLY ALONG SAID CREEK AND CURRENT CITY LIMITS TO THE INTERSECT WITH THE CENTERLINE OF STILLWATER CREEK AS DESCRIBED IN QUIT CLAIM DEED LAND CONVEYED TO TAMARA S. MILLER ON OCTOBER 30, 2019, RECORDED UNDER LEWIS COUNTY AUDITOR'S FILE NO. 3512350.

THENCE SOUTHERLY AND SOUTHWESTERLY ALONG STILLWATER CREEK THE INTERSECT WITH THE NORTHEASTLY MARGIN OF THE LONGVIEW, PORTLAND, AND PACIFIC RAILROAD;

THENCE NORTHWESTERLY ALONG SAID NORTHEASTLY MARGIN TO THE INTERSECT WITH THE SOUTHERLY MARGIN WITH WASHINGTON STATE HIGHWAY, KNOWN AS STATE ROUTE 506;

THENCE EASTERLY ALONG THE SOUTHERLY MARGIN OF SAID STATE ROUTE TO THE INTERSECT WITH THE PROJECTION OF THE EASTERLY MARGIN OF WINLOCK VADER ROAD;

THENCE NORTHERLY ALONG SAID EASTERLY MARGIN AND ITS PROJECTION THEREOF TO THE **POINT OF BEGINNING.**

**AND**

LOTS 1 AND 2 OF SIMPLE SEGREGATION SUBDIVISION NO. SS17-00011, RECORDED UNDER AUDITOR'S FILE NUMBER 3468799, VOLUME 2 OF LARGE LOTS AT PAGE 3, RECORDS OF LEWIS COUNTY, WASHINGTON.

**AND**

**BEGINNING** AT THE SOUTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 11 NORTH, RANGE 2 WEST, W.M., LEWIS COUNTY, WASHINGTON.

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE WESTERLY MARGIN OF WESTSIDE HIGHWAY;

THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID WESTERLY MARGIN TO THE INTERSECT OF PROJECTED CENTERLINE OF NINTH STREET AND THE SOUTH LINE OF THE PLAT OF HOFFMANS FIRST ADDITION TO LITTLE FALLS RECORDED UNDER VOLUME 3 OF PLATS AT PAGE 89, RECORDS OF LEWIS COUNTY, STATE OF WASHINGTON AND AS DEPICTED ON RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 3349925, VOLUME 27 AT PAGE 290, RECORDS OF LEWIS COUNTY, WASHINGTON AND THE CURRENT CITY LIMITS LINE;

THENCE S88°25'12"W ALONG THE CURRENT CITY LIMITS LINE AND THE CENTERLINE OF NINTH STREET AND THE PROJECTION THEREOF TO ITS INTERSECT OF THE WEST LINE OF SAID SECTION 33;

THENCE S01°34'50"W ALONG SAID WEST LINE AND THE CURRENT CITY LIMITS LINE A DISTANCE OF 934.62 FEET;

THENCE CONTINUING ALONG SAID CURRENT CITY LIMITS LINE S51°15'48"W A DISTANCE OF 261.48 FEET;

THENCE CONTINUING ALONG SAID CURRENT CITY LIMITS LINE S84°24'48"W A DISTANCE OF 195.60 FEET;

THENCE CONTINUING ALONG SAID CURRENT CITY LIMITS LINE S68°29'48"W A DISTANCE OF 50.61 FEET TO THE SOUTHEAST CORNER OF TRACT A OF THE PLAT OF VADER HEIGHTS RECORDED UNDER LEWIS COUNTY AUDITOR'S FILE NUMBER 3027625, VOLUME 16 OF PLATS AT PAGE 182, RECORDS OF LEWIS COUNTY, STATE OF WASHINGTON;

THENCE CONTINUING S68°29'48"W ALONG SAID CURRENT CITY LIMITS LINE AND SOUTH LINE OF SAID PLAT OF VADER HEIGHTS A DISTANCE OF 194.69 FEET;

THENCE CONTINUING ALONG SAID CURRENT CITY LIMITS LINE AND SAID SOUTH LINE S85°29'48"W A DISTANCE OF 115.55 FEET TO THE SOUTHWEST CORNER OF SAID PLAT OF VADER HEIGHTS;

THENCE CONTINUING ALONG SAID CURRENT CITY LIMITS LINE AND THE WEST LINE OF SAID PLAT OF VADER HEIGHTS N01°34'48"E A DISTANCE OF 156.60 FEET;

THENCE CONTINUING ALONG SAID CURRENT CITY LIMITS LINE AND THE WEST LINE OF SAID PLAT OF VADER HEIGHTS S88°25'12"E A DISTANCE OF 30.00 FEET;

THENCE CONTINUING ALONG SAID CURRENT CITY LIMITS LINE AND THE WEST LINE OF SAID PLAT OF VADER HEIGHTS N01°34'48"E A DISTANCE OF 56.50 FEET TO THE SOUTHERLY MARGIN OF PARK ROAD;

THENCE S56°57'49"W ALONG SAID CURRENT CITY LIMITS LINE AND THE SOUTHERLY MARGIN A DISTANCE OF 402.23 FEET;

THENCE N88°25'12"W ALONG SAID CITY LIMITS AND SOUTHERLY MARGIN A DISTANCE OF 123.29 FEET TO THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO THE TOWN OF VADER ON JULY 14, 1976, RECORDED UNDER AUDITOR'S FILE NO. 818199, RECORDS OF LEWIS COUNTY, STATE OF WASHINGTON;

THENCE S02°17'04"W ALONG SAID CURRENT CITY LIMITS LINE AND THE EAST LINE OF SAID TRACT OF LAND A DISTANCE OF 99.13 FEET TO THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO THE TOWN OF VADER, RECORDED 08/26/1976, UNDER AUDITOR'S FILE NO. 819653, RECORDS OF LEWIS COUNTY, STATE OF WASHINGTON;

THENCE CONTINUING S02°17'04"W ALONG SAID CURRENT CITY LIMITS LINE AND THE EAST LINE OF SAID TRACT OF LAND A DISTANCE OF 116.16 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND;

THENCE S85°05'11"W ALONG THE SOUTH LINE OF SAID TRACT OF LAND A DISTANCE OF 11.9 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND;

THENCE S02°19'10"W ALONG SAID CURRENT CITY LIMITS LINE AND THE WEST LINE OF THE PLAT OF ENCHANTED VALLEY FIRST ADDITION, RECORDED UNDER AUDITOR'S FILE NO. 2002617, VOLUME 6 AT PAGE 34, RECORD OF LEWIS COUNTY, STATE OF WASHINGTON A DISTANCE OF 92.15 FEET;

THENCE S40°47'43"E ALONG SAID CURRENT CITY LIMITS LINE AND THE WEST LINE OF THE PLAT OF ENCHANTED VALLEY SECOND ADDITION A DISTANCE OF 92.90 FEET;

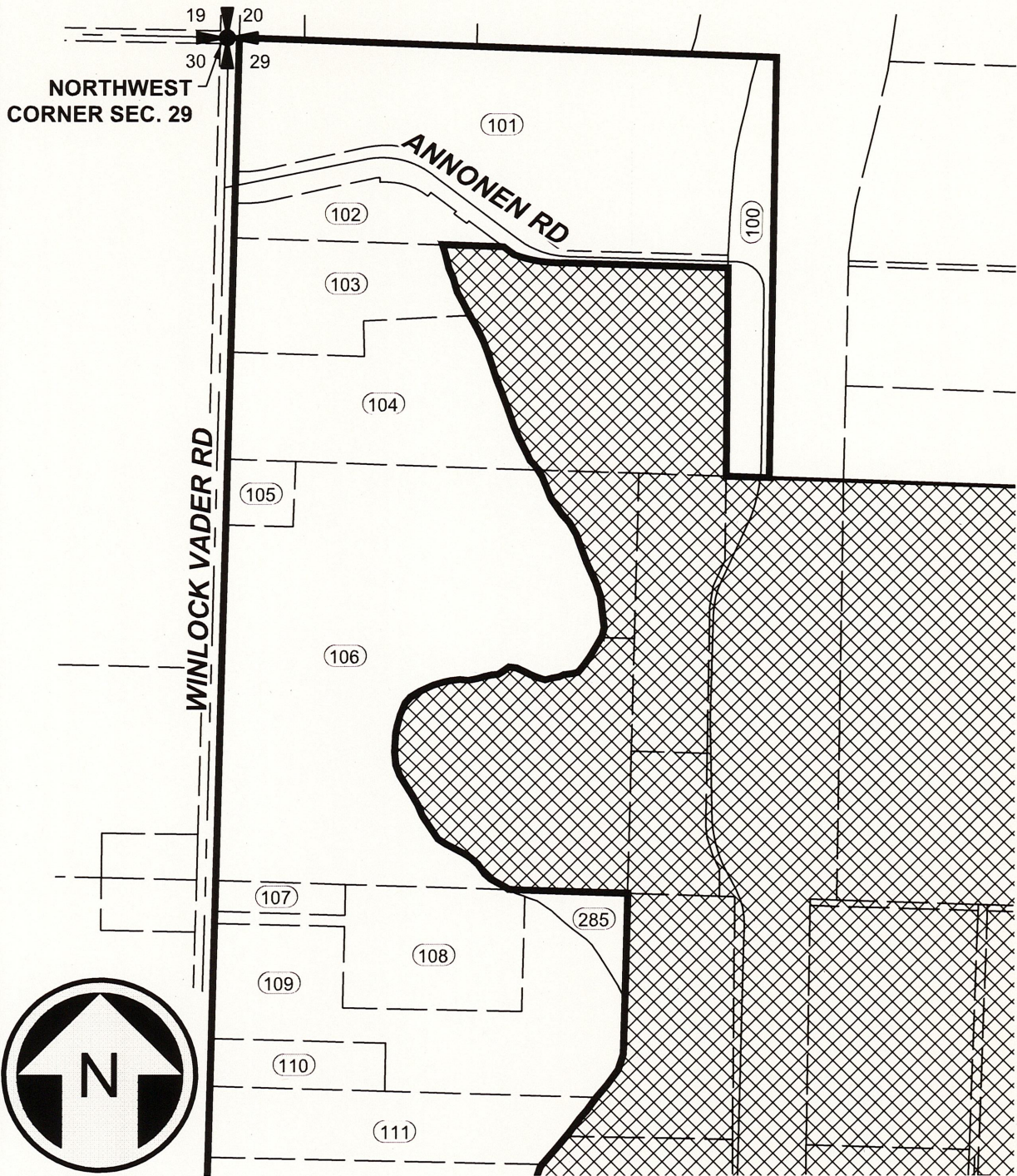
THENCE S35°46'32"W A DISTANCE OF 43.44 FEET;

THENCE S31°21'43"W A DISTANCE OF 124.41 FEET;  
THENCE S42°32'39"E A DISTANCE OF 368.95 FEET;  
THENCE S50°25'43"E A DISTANCE OF 275.86 FEET;  
THENCE S62°54'49"E A DISTANCE OF 128.83 FEET;  
THENCE N27°05'11"E A DISTANCE OF 42.40 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 62.44 FEET;  
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°47'54" AN ARC DISTANCE OF 51.00 FEET;  
THENCE S19°42'43"E A DISTANCE OF 33.59 FEET TO THE CUSP OF A NON-TANGENT CURVE HAVING A RADIUS OF 107.00 FEET OF WHICH THE RADIAL POINT BEARS N03°39'00"W;  
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°23'36" A DISTANCE OF 82.90 FEET;  
THENCE S47°54'57"E A DISTANCE OF 105.58 FEET;  
THENCE S24°17'17"W A DISTANCE OF 15.00 FEET;  
THENCE S65°42'43"E A DISTANCE OF 70.00 FEET;  
THENCE S62°49'14"E A DISTANCE OF 54.51 FEET;  
THENCE S36°48'48"E A DISTANCE OF 42.40 FEET;  
THENCE S08°38'23"E A DISTANCE OF 40.72 FEET;  
THENCE S08°43'11"W A DISTANCE OF 24.99 FEET;  
THENCE S36°01'09"W A DISTANCE OF 31.98 FEET;  
THENCE S56°47'11"W A DISTANCE OF 40.72 FEET;  
THENCE S19°25'18"E A DISTANCE OF 96.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 45.00 FEET OF WHICH THE RADIAL POINT BEARS S59°48'50"E;  
THENCE NORTHWESTERLY, WESTERLY, SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY, AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 247°32'27" AN ARC DISTANCE OF 194.42 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 240.40 FEET;  
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°13'37" A DISTANCE OF 152.00 FEET;  
THENCE S42°34'04"E A DISTANCE OF 127.99 FEET;  
THENCE N41°06'57"E A DISTANCE OF 81.06 FEET;  
THENCE N36°44'14"E A DISTANCE OF 79.99 FEET;  
THENCE S88°22'29"E A DISTANCE OF 19.88 FEET TO THE SOUTHEAST CORNER OF SAID PLAT AND A POINT ON THE WEST LINE OF SAID SECTION;  
THENCE S01°37'31"W ALONG SAID WEST LINE A DISTANCE OF 45.90 FEET TO THE **POINT OF BEGINNING.**

# EXHIBIT C1

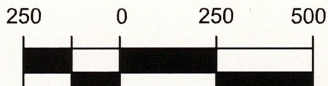
## CITY OF VADER ANNEXATION AREA

### LEWIS COUNTY, WASHINGTON



**LEGEND**

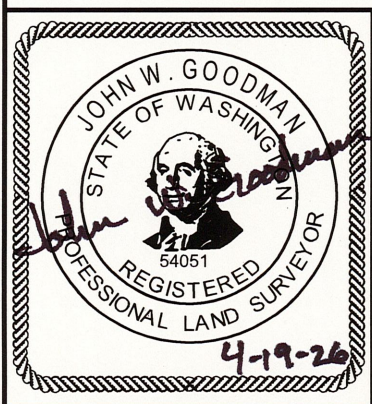
- ANNEXATION LINE
- PARCEL LINE
- CURRENT CITY LIMITS



SCALE IN FEET



CURRENT CITY LIMITS



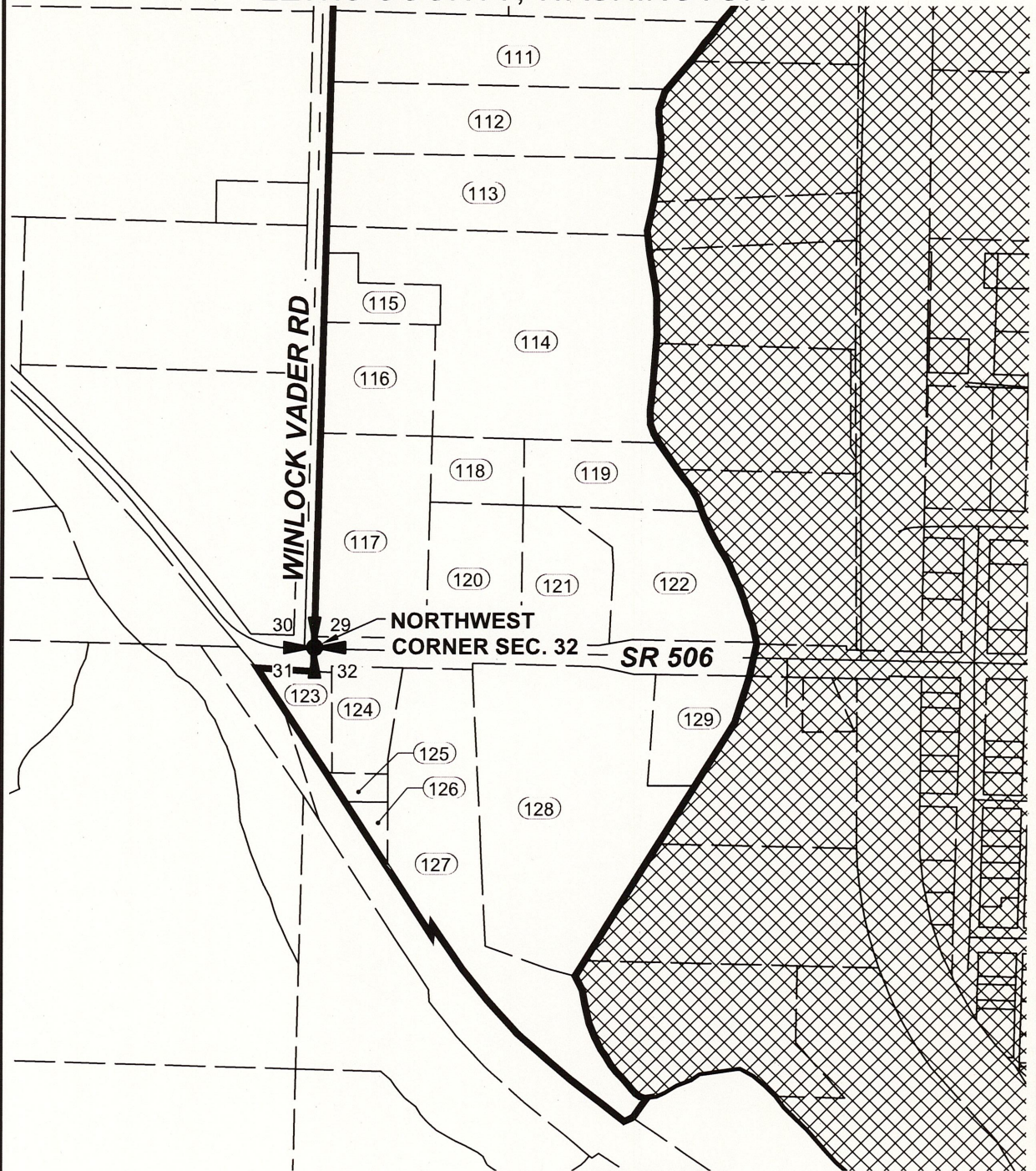
**FORESIGHT**  
**SURVEYING, INC.**  
 PROFESSIONAL LAND SURVEYORS

1583 N NATIONAL AVE  
 CHEHALIS, WA 98532 OFFICE: (360) 748-4000



## EXHIBIT C1

JOB NO: 5709 DATE: 04/13/2026  
 LEWIS COUNTY, WASHINGTON

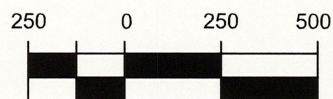
**EXHIBIT C2**  
**CITY OF VADER ANNEXATION AREA**  
**LEWIS COUNTY, WASHINGTON**



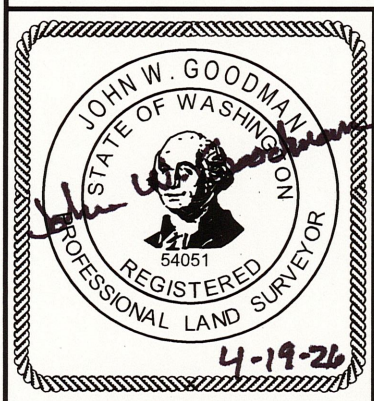
**LEGEND**

-  ANNEXATION LINE
-  PARCEL LINE
-  CURRENT CITY LIMITS

 CURRENT CITY LIMITS



SCALE IN FEET



**FORESIGHT**  
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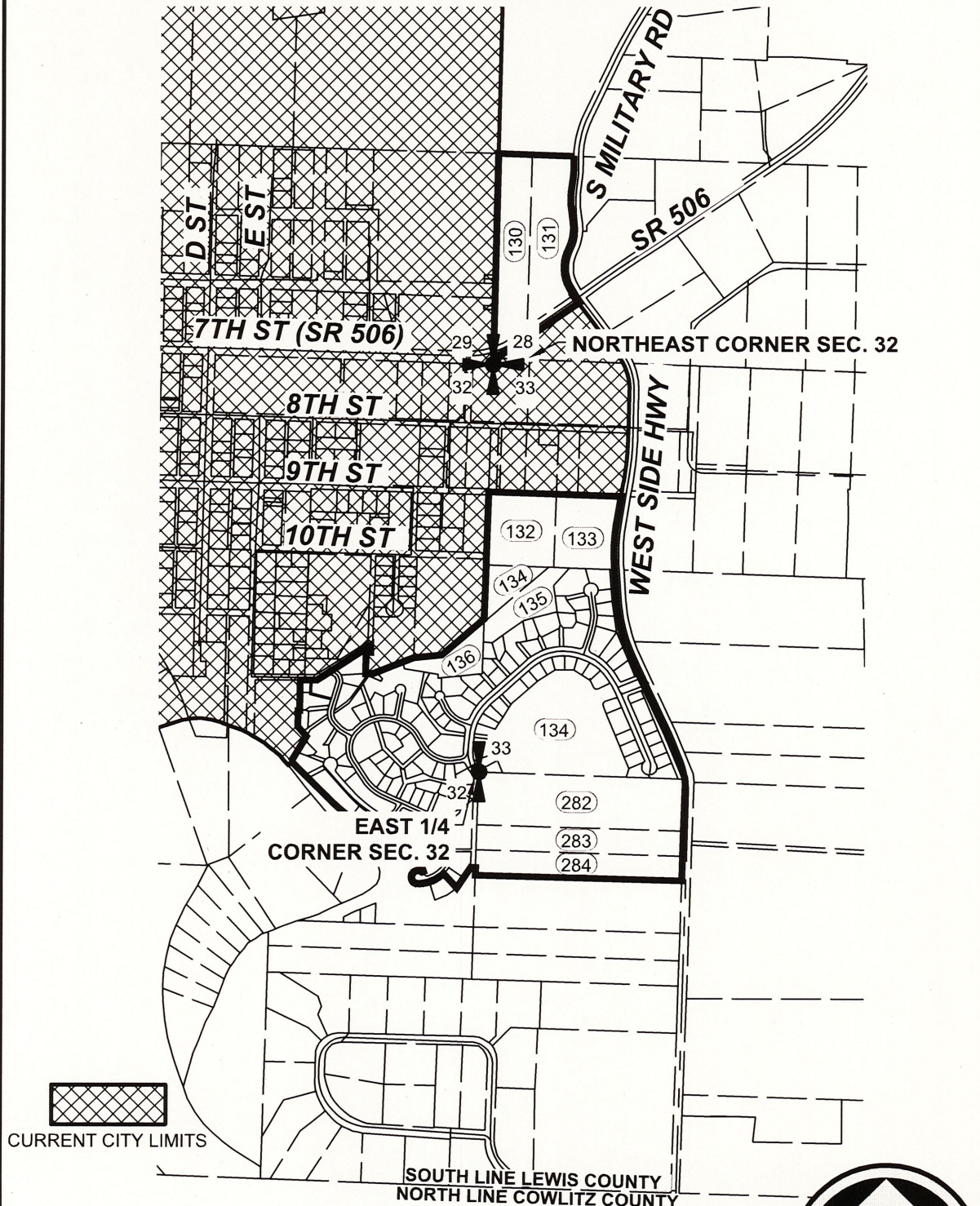
**EXHIBIT C2**

JOB NO: 5709 DATE: 04/13/2026  
 LEWIS COUNTY, WASHINGTON

# EXHIBIT C3

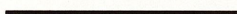


## CITY OF VADER ANNEXATION AREA

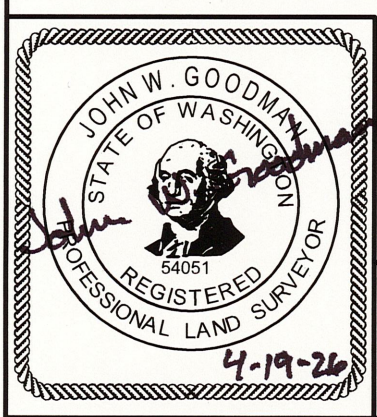
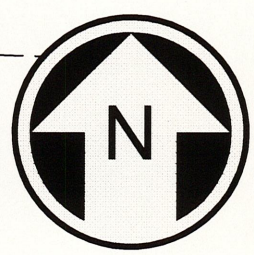
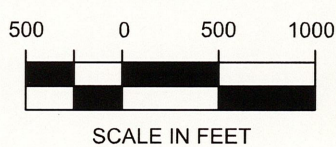
### LEWIS COUNTY, WASHINGTON



 CURRENT CITY LIMITS

**LEGEND**

-  ANNEXATION LINE
-  PARCEL LINE
-  CURRENT CITY LIMITS



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**SURVEYING, INC.**  
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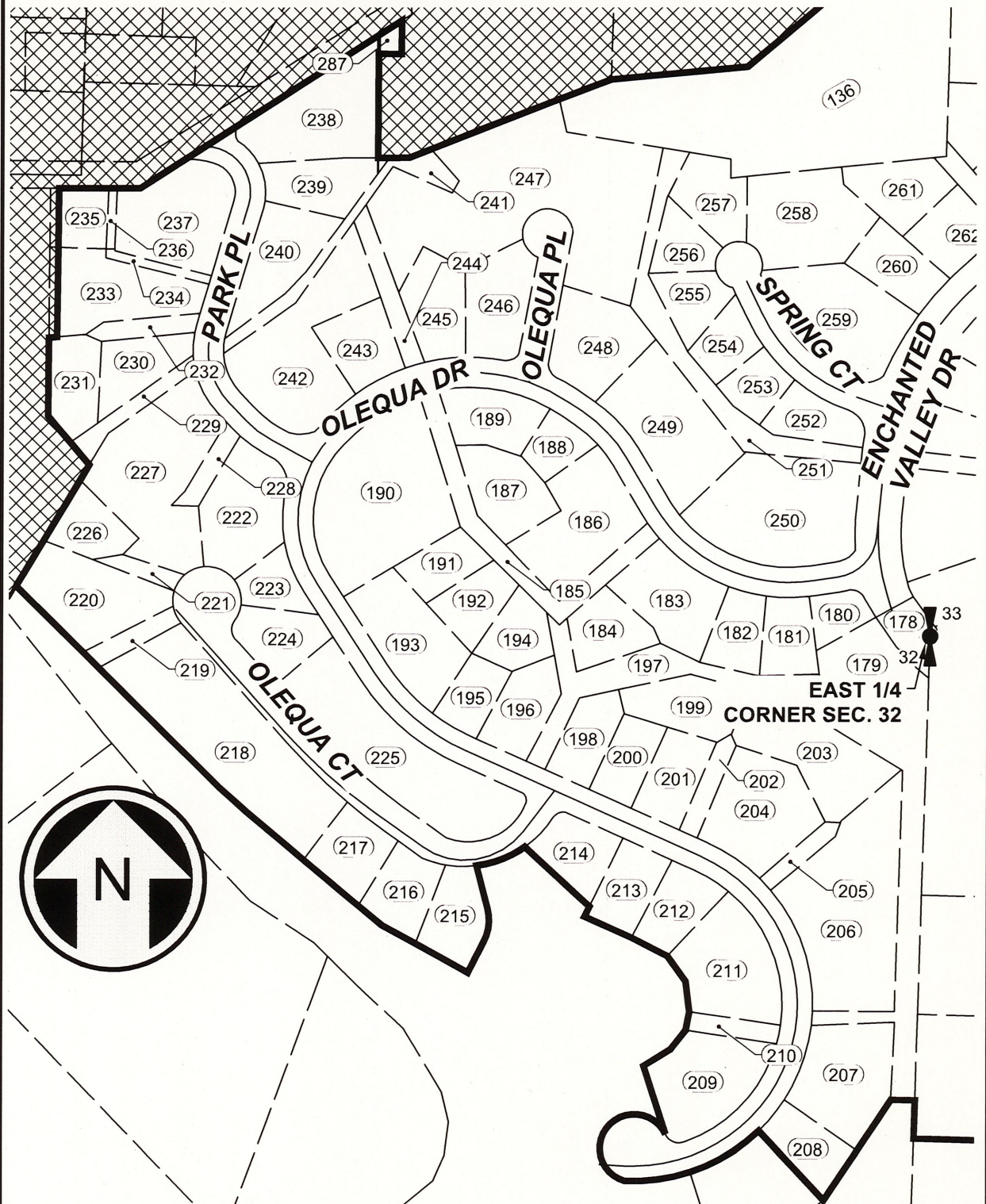
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## EXHIBIT C3

JOB NO: 5709 DATE: 04/13/2026  
LEWIS COUNTY, WASHINGTON

# EXHIBIT C4

## CITY OF VADER ANNEXATION AREA LEWIS COUNTY, WASHINGTON

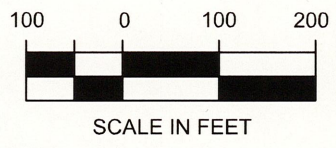


**EAST 1/4  
CORNER SEC. 32**

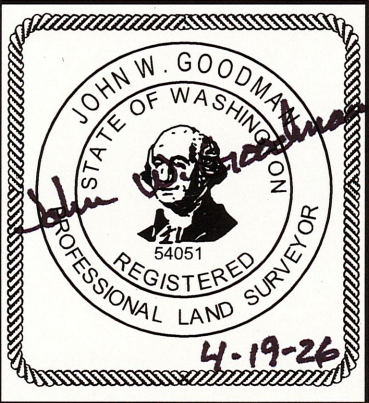


**LEGEND**

ANNEXATION LINE  
 PARCEL LINE



CURRENT CITY LIMITS



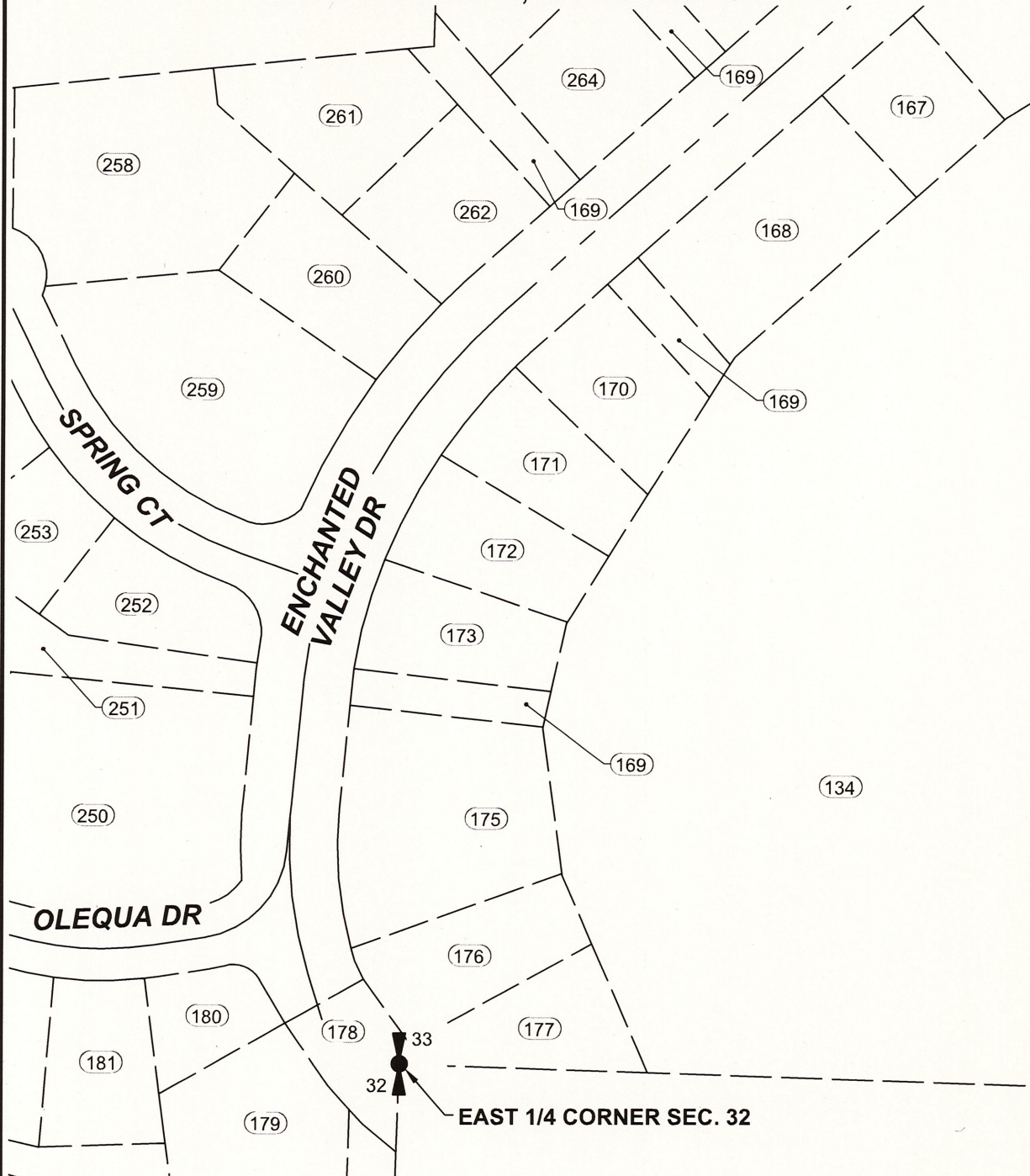
**FORESIGHT  
SURVEYING, INC.**  
 PROFESSIONAL LAND SURVEYORS

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## EXHIBIT C4

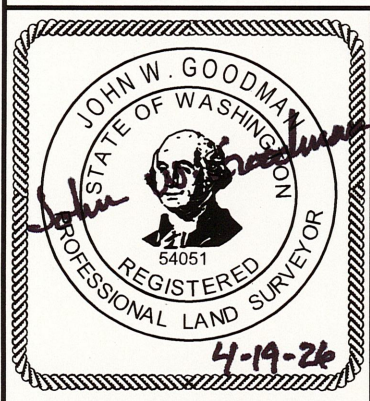
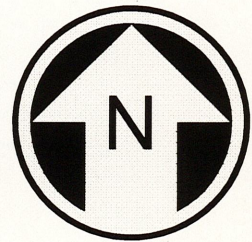
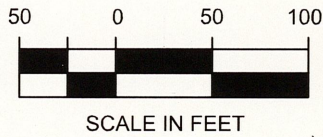
JOB NO: 5709    DATE: 04/13/2026  
 LEWIS COUNTY, WASHINGTON

EXHIBIT C5  
CITY OF VADER ANNEXATION AREA  
LEWIS COUNTY, WASHINGTON



LEGEND

----- PARCEL LINE



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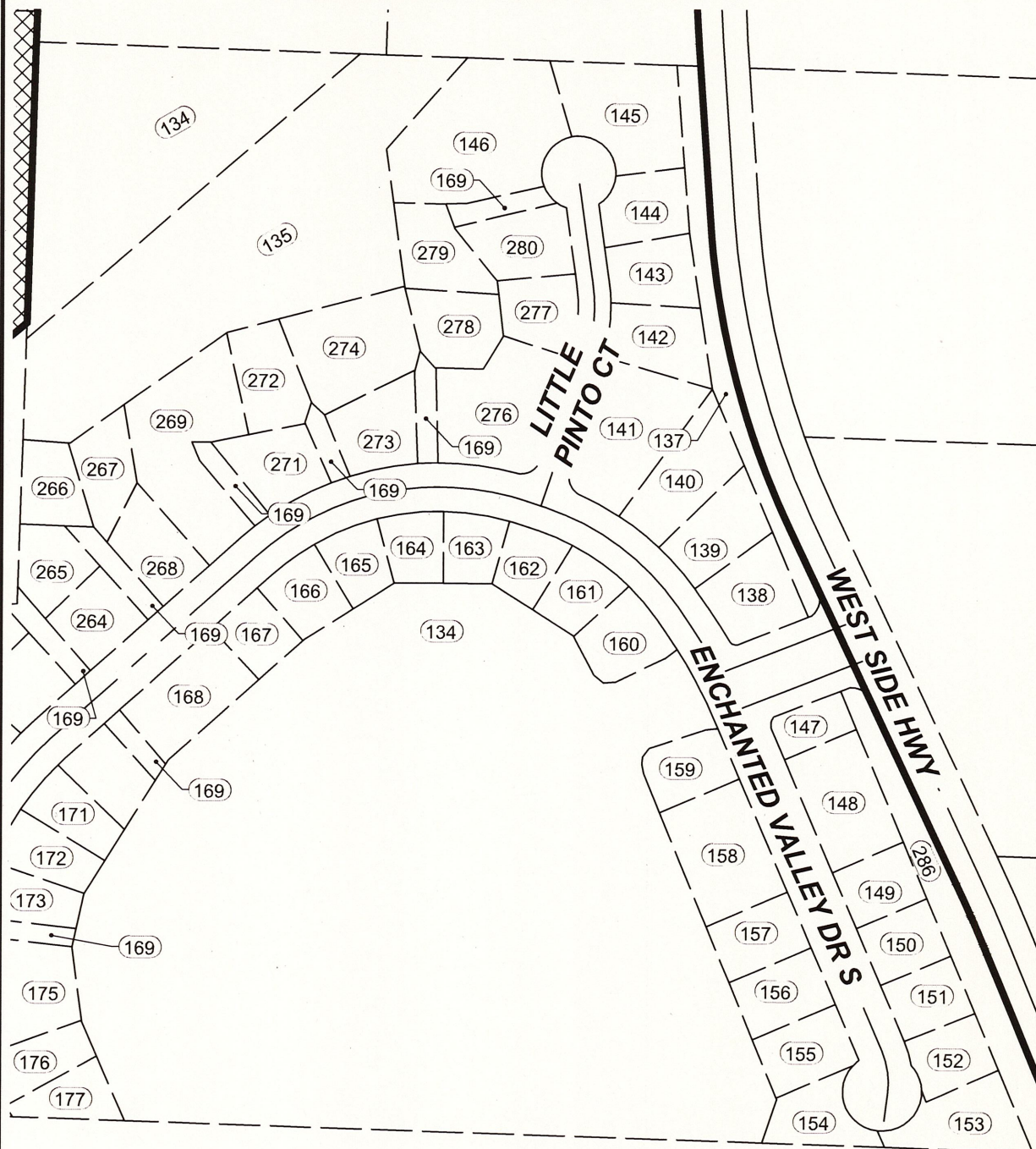
EXHIBIT C5

JOB NO: 5709 DATE: 04/13/2026  
LEWIS COUNTY, WASHINGTON




# EXHIBIT C6

## CITY OF VADER ANNEXATION AREA

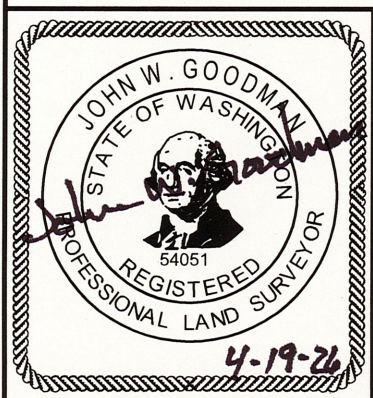
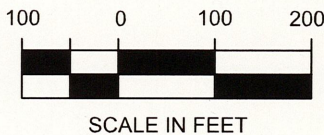
### LEWIS COUNTY, WASHINGTON



**LEGEND**

-  ANNEXATION LINE
-  PARCEL LINE
-  CURRENT CITY LIMITS

 CURRENT CITY LIMITS



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## EXHIBIT C6

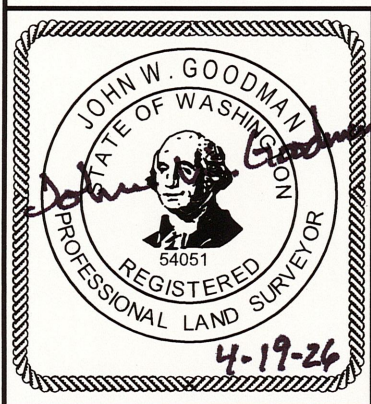
JOB NO: 5709 DATE: 04/13/2026  
 LEWIS COUNTY, WASHINGTON

# EXHIBIT D1

## CITY OF VADER ANNEXATION AREA

### LEWIS COUNTY, WASHINGTON

(100) PARCEL UNASSIGNED	(161) 010594-015-003	(222) 010593-068-001	(283) 012657-005-000
(101) 012558-001-002	(162) 010594-015-002	(223) 010593-065-000	(284) 012657-006-000
(102) 012558-001-001	(163) 010594-014-000	(224) 010594-103-000	(285) 012571-001-000
(103) 012559-002-002	(164) 010594-013-000	(225) 010594-111-002	(286) 010594-067-000
(104) 012559-002-001	(165) 010594-012-000	(226) 010594-103-001	(287) PARCEL UNASSIGNED
(105) 012565-001-000	(166) 010594-011-000	(227) 010593-067-001	
(106) 012565-000-000	(167) 010594-010-000	(228) 010593-117-002	
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## EXHIBIT D1

JOB NO: 5709 DATE: 04/13/2026

LEWIS COUNTY, WASHINGTON

## EXHIBIT C

### LEWIS COUNTY FINDINGS OF FACT

**Goal UGA 2: Focus development in Urban Growth Areas with adequate public facilities and services.**

**Policy UGA 2.2: Coordinate with cities for annexation of the Urban Growth Area.**

Urban Growth Areas (UGAs) are designated around cities as location where urban density of development should occur and urban services, such as municipal water and sewer, should be provided. Urban services are typically provided by cities, not counties, which is the case within the Vader UGA. In addition, cities are the best suited to maintain urban scale transportation infrastructure, including curbs, sidewalks, intersection signals and engineered stormwater facilities, which are infrastructure improvements not typically found within rural areas of the county. It is appropriate for cities to annex territory within the UGA where they are already providing urban services or have identified through the city's Capital Facilities Plan to provide urban services. It is also appropriate for cities to annex territory within the UGA where urban density of development requires urban transportation infrastructure improvements.

Lewis County coordinates with cities through the Planned Growth Committee, which is a committee made up of the mayor of each city in Lewis County, or their designee, and the Chair of the Board of County Commissioners. The Planned Growth Committee hosts a monthly meeting, open to the public, where the jurisdictions coordinate on issues including population growth, housing, UGA boundaries and annexation. The City of Vader potential for annexation has been a topic of discussion at Planned Growth Committee 2025 meetings prior to the formal resolution to enter into negotiations for annexation through an Interlocal Agreement.

Therefore, Lewis County has met the goal and policy for coordinating annexation of the UGA with cities.

EXHIBIT D

CITY OF VADER FINDINGS OF FACT

DRAFT

# BOCC AGENDA ITEM SUMMARY

**Resolution:** 26-155

**BOCC Meeting Date:** May 12, 2026

**Suggested Wording for Agenda Item:**

**Agenda Type:** Legal Notice

Notice of public hearing to consider adoption of interlocal agreement between City of Vader and Lewis County for annexation by Vader within its Urban Growth Area

**Contact:** Mindy Brooks

**Phone:**

**Department:** CD - Community Development

## **Description:**

Notice of public hearing to consider adoption of interlocal agreement between City of Vader and Lewis County for annexation by Vader within its Urban Growth Area

## **Approvals:**

<b>User</b>	<b>Status</b>
PA's Office	Pending

## **Publication Requirements:**

**Publications:**

The Chronicle

## **Additional Copies:**

## **Cover Letter To:**