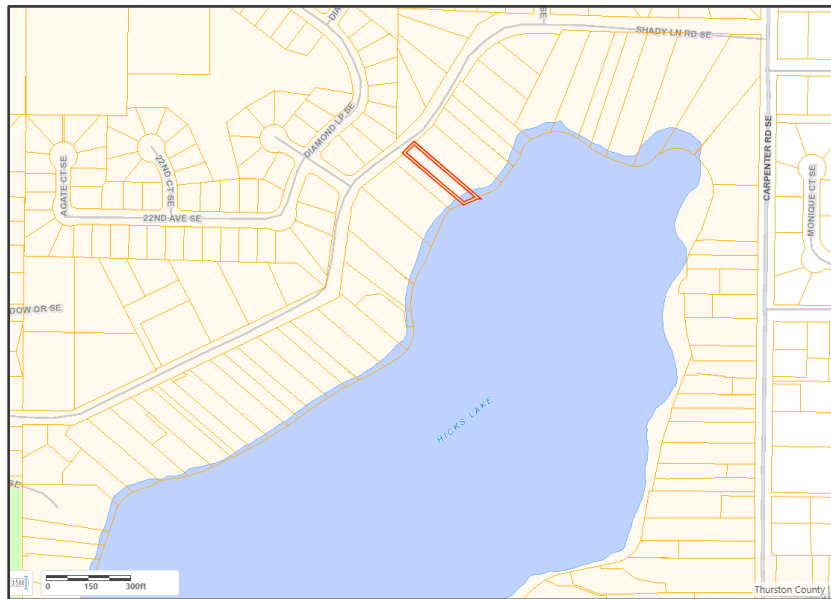


# Variance Permit Application - Supplemental Sheet

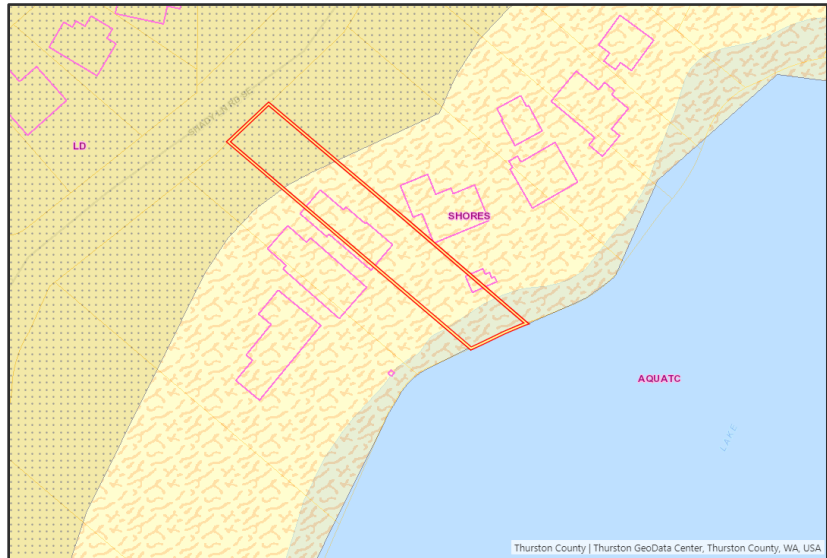
6417 Shady Lane SE Front Yard Variance Request

## 4. What are the exceptions or extraordinary circumstances which lead the applicant to believe he is entitled to a variance:

The property shares an easement (as shown in Exhibit B, attached) for ingress and egress with the adjacent parcel (32400003400), which created a shared driveway on a narrow lot. The lot is quite narrow, and, per the Shoreline Management Act, structures should be located as far as reasonably possible from the shoreline to protect habitat functions and values. The existing structures on the site limit the developable area, leaving the most reasonable location closer to the road. The access—not to be conflated with the easement, which was recorded by the current property owner to formalize the rights and responsibilities for each property owner—was established before the current property owner purchased the lot and further restricts the area where a new structure could be developed.

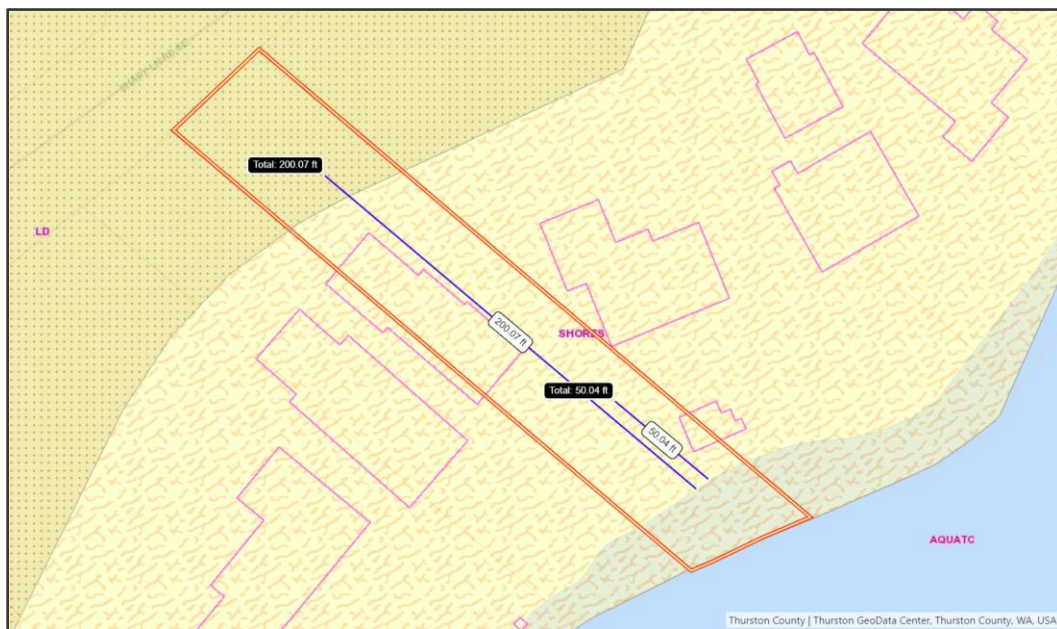


The presence of the shoreline zone, as shown below, restricts the proposed structure from being built on the other side of the existing house, which is oriented towards the shore. It should be noted that there is a georeferencing error between the building footprint and the parcel boundary layers on the [Thurston County GeoData Center](#).

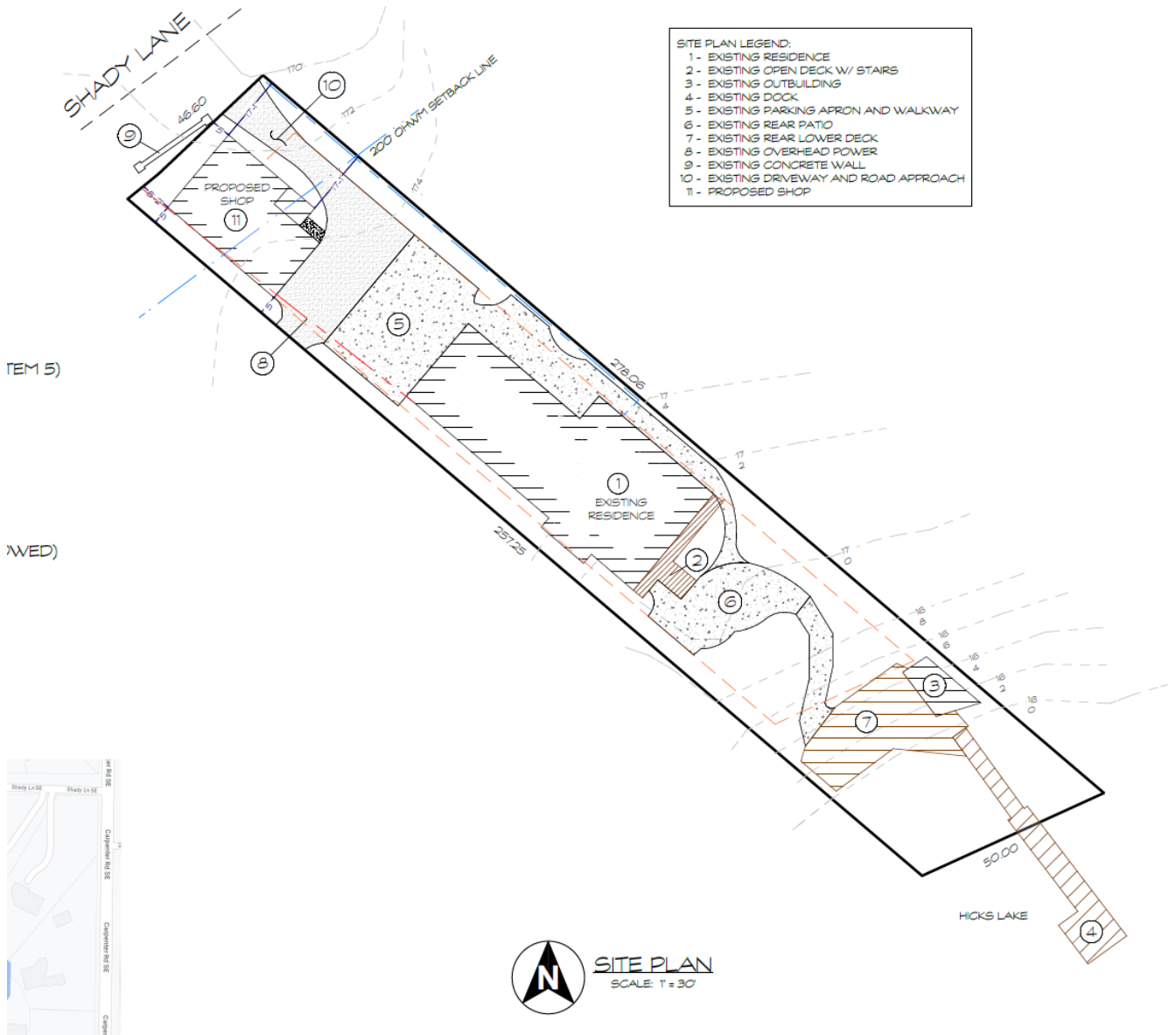


Based on the Application section of the Lacey Municipal Code ([16.19.015\(A\)](#)), the ordinary high water mark (OHWM) is the waterward side of the bulkhead, and the shoreline jurisdiction is measured 200 feet landward of that mark. Per 17.24.015 of the Lacey Shoreline Master Program (SMP), the ordinary high water mark setback for an accessory structure in the Shoreline Residential zone is 50 feet.

Approximate measurements of the 200 foot Shoreline Residential zone and the 50 foot SMP setback are shown below, estimated with the measurement tool on the [Thurston County GeoData Center](#). There is not a reasonable alternative location waterward of the existing house, especially given the accessibility limitations from the narrowness of the lot.



The proposed accessory building is shown in the box on the snippet from the site plan below. See attached site plan for more details.



The location of the house already existing on the lot and the walkway down to the dock, in addition to the shared driveway access, further reduces the amount of buildable land available within the portion of the lot which is zoned as low-density residential district (LD).

The project would increase the existing percentage of impervious surface from 37.4% to 43.14%. As estimated with the attached site plan, the existing impervious surface on the lot is 5,058 square feet, or 37.4% of the lot size (13,503.6 square feet). The maximum building coverage in the LD district is 50%, and the maximum development coverage is 65%. The maximum impervious surface allowed for single-family dwellings in the Shoreline Residential zone per the Lacey SMP is 50%. In its present state, the lot is in compliance with the maximum coverage percentages. The SMP 17.35.005(4) states that the city shall use a “shoreline zoning overlay” designation, which “provides the basis for review and application of standards for all land use planning processes and permits.” As such, the impervious surface maximum is 50% for the lot. See site plan for details on impervious surface calculations.

## 7. What are the special conditions of your land which lead you to believe you are entitled to a variance?

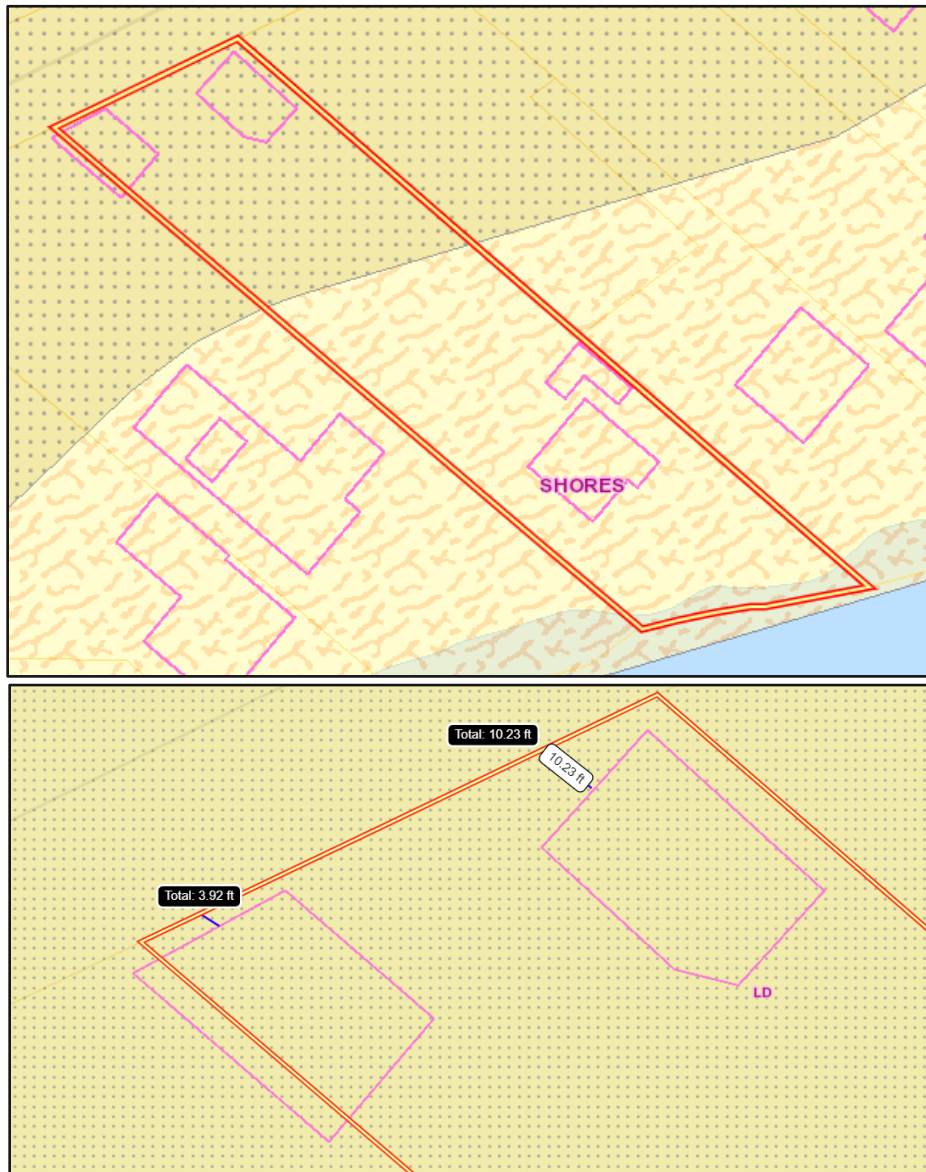
The physical space between the driveway easement and the front property line, and between the driveway easement and the existing structure leave a reduced amount of buildable land that does not provide adequate maneuvering room to safely park a car in the garage. Additionally, given the narrowness of the lot, a detached garage waterward of the existing house is not feasible because there is no way to access that portion of the property with a personal vehicle.



## 9. If your variance request is granted, would it confer upon you a special privilege that is denied other lands in the same district? Explain:

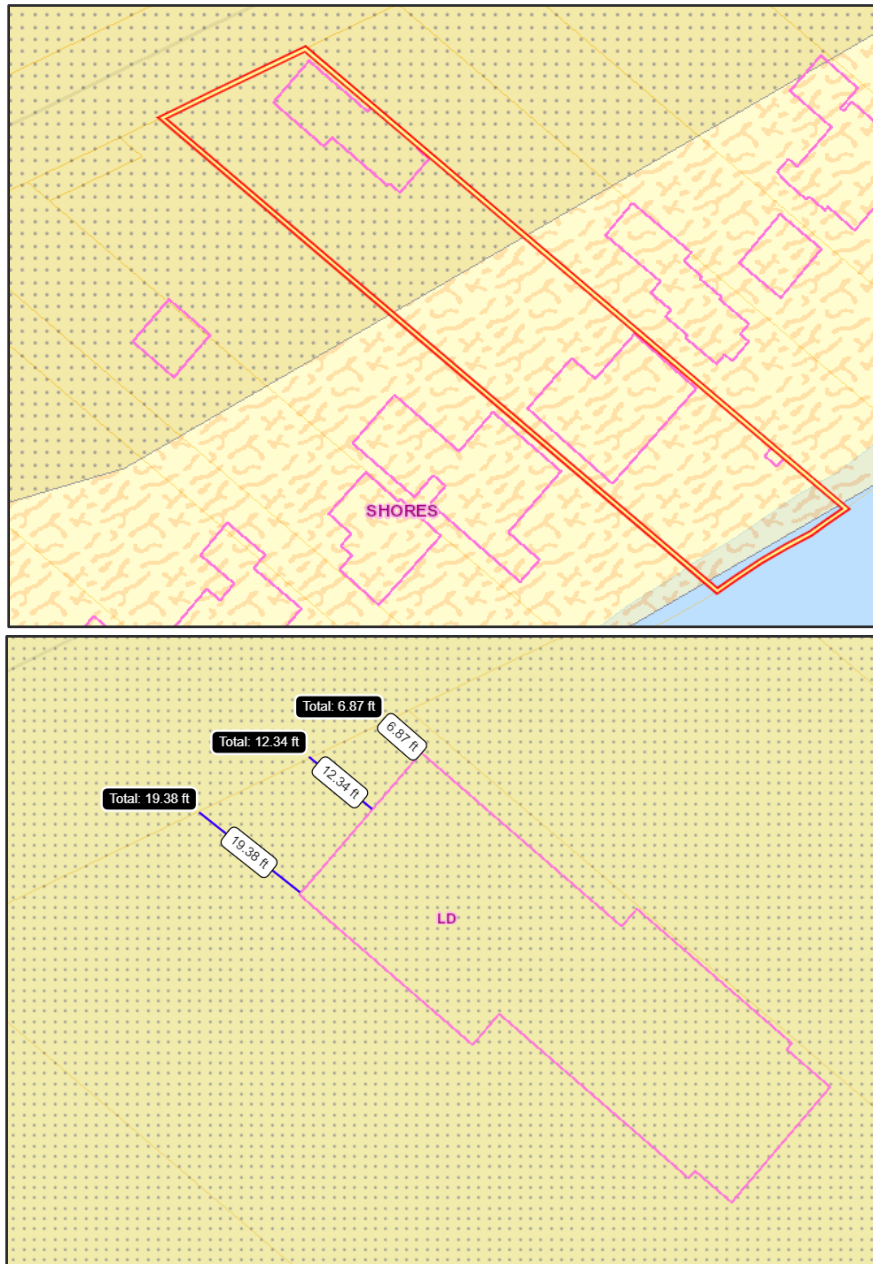
There are six other properties around Hicks Lake that have similarly sized detached structures within 16 feet of the front property line in the low-density residential district, as shown below. The measurements are approximate, based on the [Thurston County GeoData Center](#)'s measurement tool.

- **Parcel 32400000400**, 6113 Shady Ln SE, Lacey
  - 2-story single-family home with attached garage (558 sqft)
  - Cabin/cottage with enclosed porch (732 sqft)
  - Detached garage (1100 sqft)



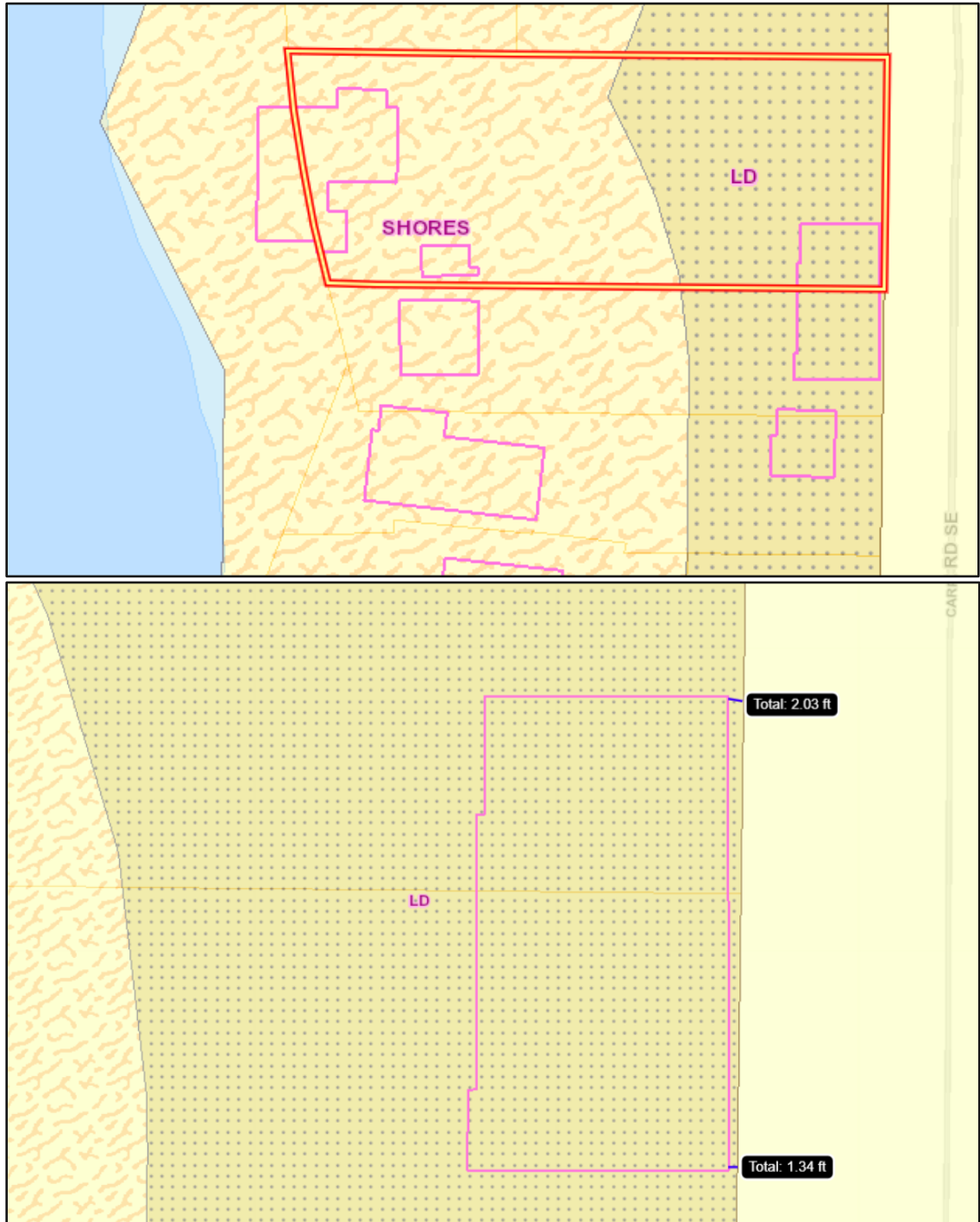
- Mapped setback distances per the [Thurston County GeoData Center](#): between 3.92 and 10.23 feet

- **Parcel 32400001300**, 6207 Shady Ln SE, Lacey
  - Log home with attached garage (609 sqft)
  - Rambler with attached garage (576 sqft)



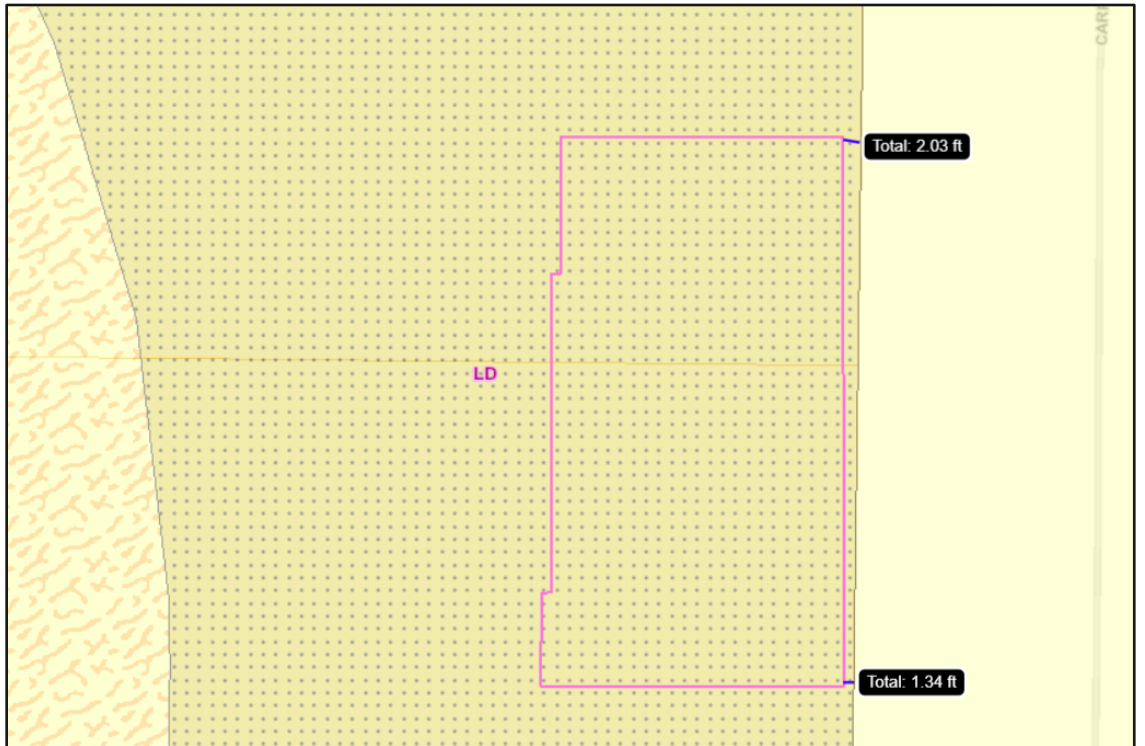
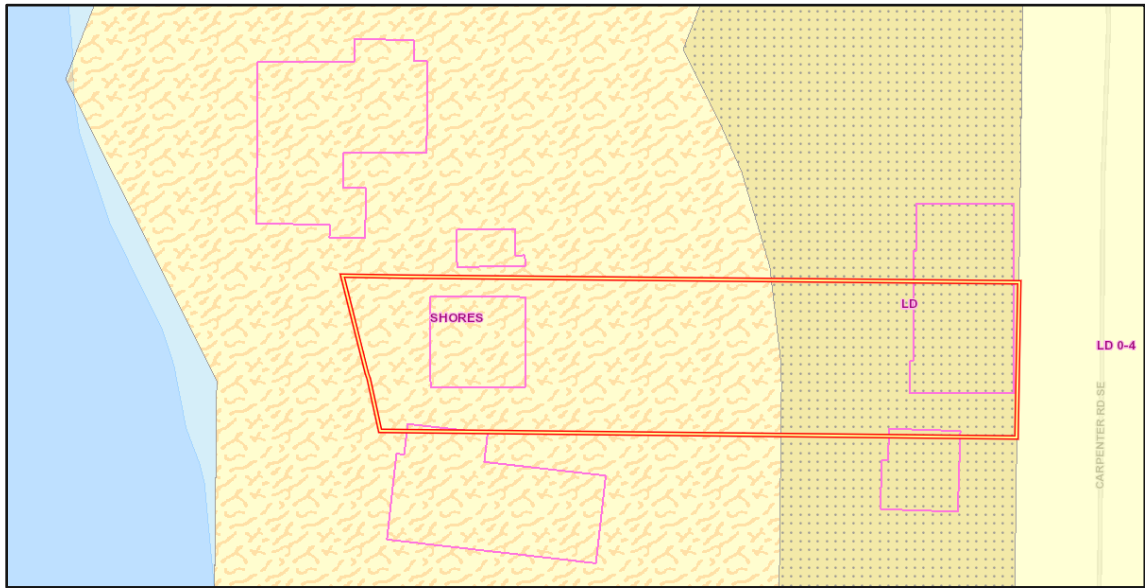
- Mapped setback distances per the [Thurston County GeoData Center](#): between 6.67 and 19.38 feet

- **Parcel 11822340901**, 2321 Carpenter Rd SE, Lacey
  - Rambler
  - Detached garage (660 sqft)
  - Utility building (726 sqft)



- Mapped setback distance per the [Thurston County GeoData Center](#): 2.03 feet

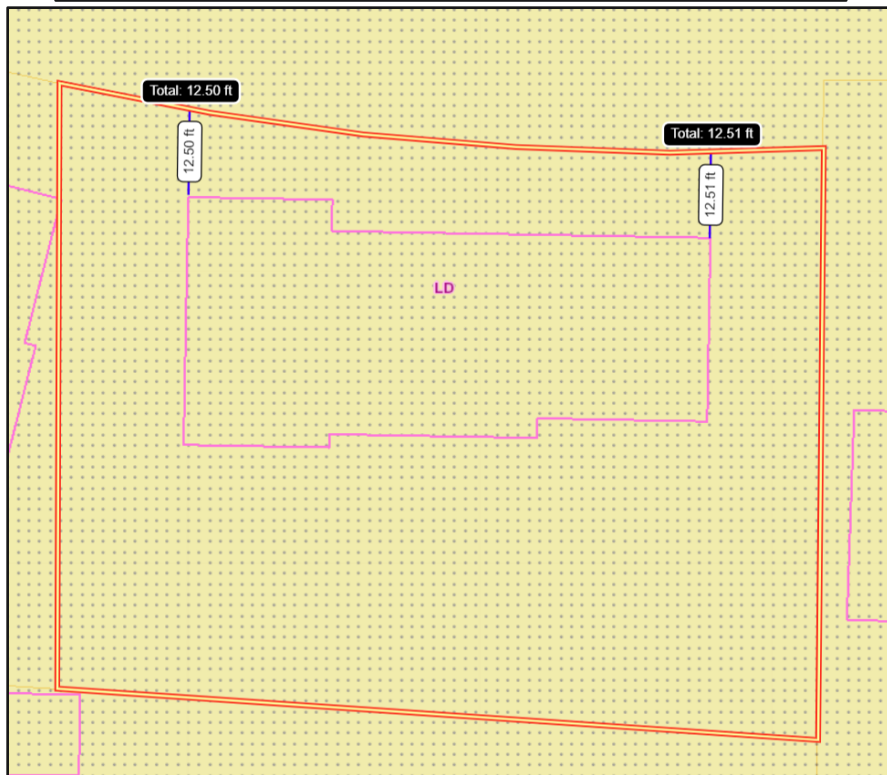
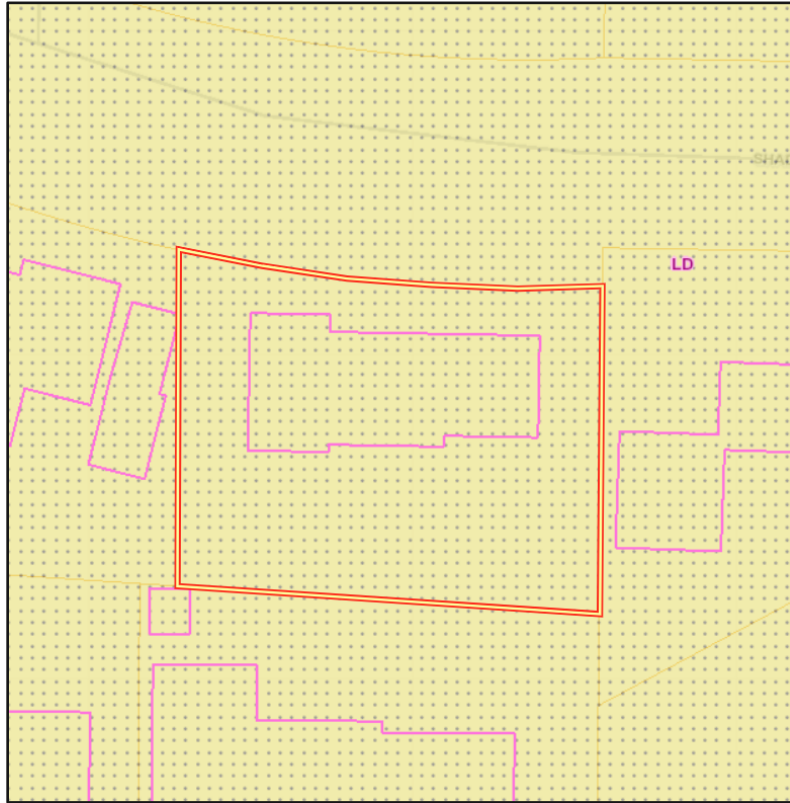
- **Parcel 11822340900**, 2327 Carpenter Rd SE, Lacey
  - Rambler
  - Utility building (480 sqft)



- Mapped setback distance per the [Thurston County GeoData Center](#): 1.34 feet

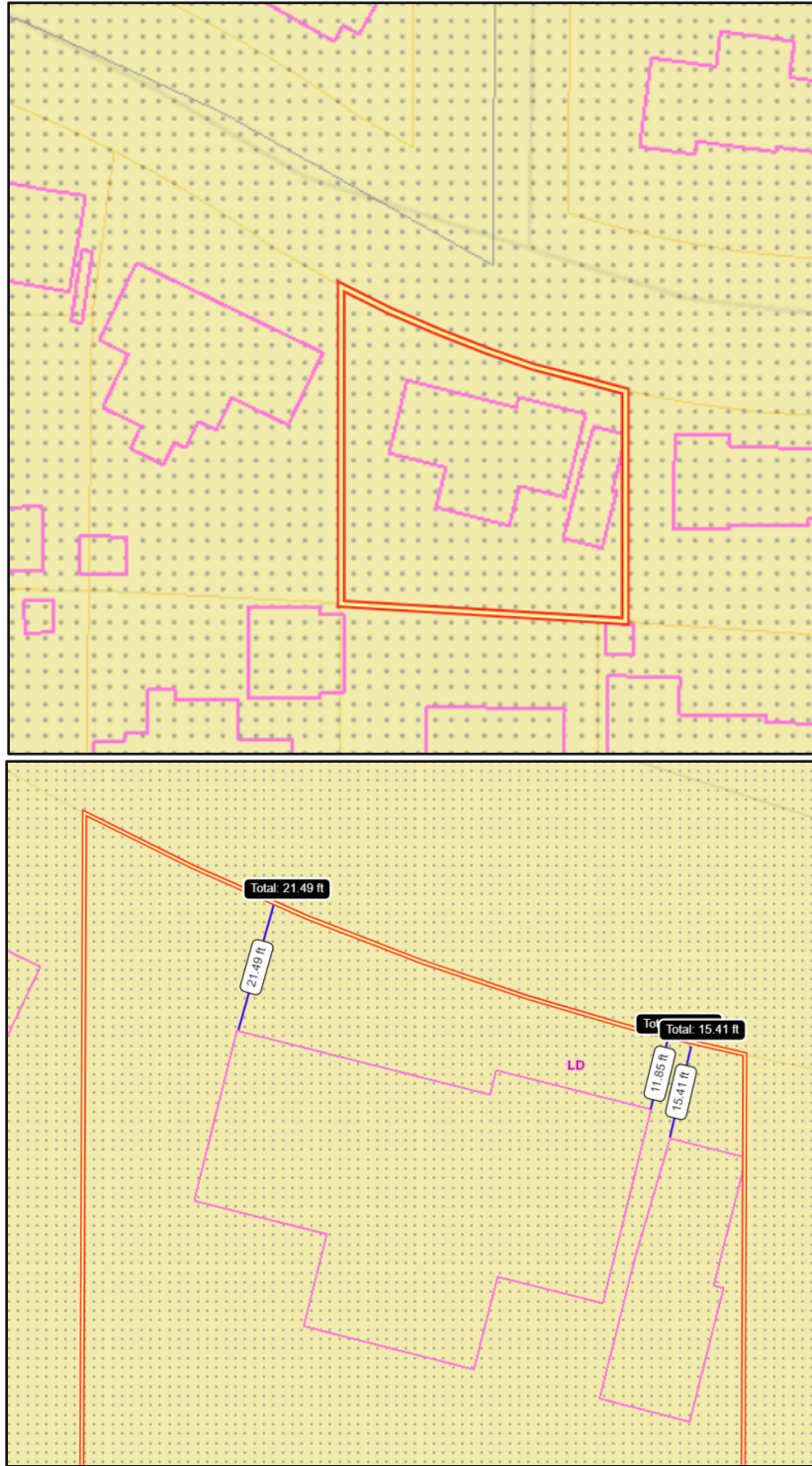


- Parcel 54100200600, 5803 SE Shady Ln, Olympia
  - Rambler with attached garage (524 sqft)



- Mapped setback distance per the [Thurston County GeoData Center](#): 12.51 feet

- Parcel 54100200500, 5709 SE Shady Ln, Lacey
  - Rambler with attached garage (1400 sqft)



- Mapped setback distances per the [Thurston County GeoData Center](#): between 11.85 and 21.49 feet

The six examples provided above demonstrate that it is usual and customary to put accessory buildings along the front property lines due to the narrowness of the lots and orientation of the lots along the lake.

## 10. How will the granting of the variance be in harmony with the neighborhood and not be detrimental to the public welfare or to properties in the vicinity?

The neighbor, Stan L. Bourgault, is agreeable to the proposal (see attached statement). The structure, proposed as a two-story detached shop/garage, would be in keeping with the existing legal documents on the property, and in harmony with the natural environment. The construction would not have any negative environmental impacts, and the variance would allow the shop to be located as far away from the lake as possible, so as to protect the natural shoreline.

Due to the numerous other properties in the area with structures that are within 16 feet of the front property lines, the variance would not create a discordant environment, as the proposed location of the shop is not irregular within the neighborhood. The size of the structure would be consistent with those that exist around the lake within the low-density residential district (LD) zone, and comply with the design requirements of [LMC 14.23.071](#) in the event that the building height exceeds 16 feet. Due to the existing concrete wall along the front property line, the proposed structure would be protected from vehicle traffic along the road.



## 12. How will the granting of the ordinance be in harmony with the purpose and intent of the zoning ordinance?

The proposed structure would be designed and constructed per the city's building code within the low-density residential district (LD) zone. The intent of the LD zone is to "enhance the residential quality by providing a high standard of development ([LMC 16.13.010](#)).” The proposed use for the structure is permitted within the LD zone, as accessory buildings for storage of personal property and vehicles are listed within [LMC 16.13.020](#). The building would have gutters to downspouts, which would prevent stormwater runoff from going directly into the ground, and the structure would allow for enclosed vehicle storage, which would further reduce environmental impacts.

The proposed shop would have the potential to convert into an accessory dwelling unit (ADU), which would also serve the intent of the LD zone, "to allow a broad range of housing options ([LMC 16.13.010](#)).” If converted, the ADU would align with action 4.a of the city's Housing Action Plan (HAP) within the [Housing Element](#) of the Comprehensive Plan, which is to increase the variety of housing choices by increasing "the types of housing allowed in low-density residential zones (HAP, p. 28).”

When recorded return to:

Dickson Frohlich Phillips Burgess, PLLC

ATTN: Heather L. Burgess

111 21<sup>st</sup> Avenue SW

Olympia, Washington 98501

Thurston County Treasurer

NONE

06/20/2023 *Annie Pallen*

### EASEMENT FOR INGRESS AND EGRESS

<b>Grantors</b>	KAMELA J. JAMES, an unmarried individual STAN L. BOURGAULT
<b>Grantees</b>	STAN L. BOURGAULT KAMELA J. JAMES, an unmarried individual
<b>Legal Description</b> (abbreviated)	Tract 35, Atchinson-Kemper Plat, 11/41 (James) Tract 34, Atchinson-Kemper Plat, 11/41 (Bourgault)
<b>Assessor's Tax Parcel ID Nos.</b>	3240-00-03500 (James) 3240-00-03400 (Bourgault)
<b>Reference No. of Related Document</b>	352801

**THIS EASEMENT FOR INGRESS AND EGRESS** ("Easement Agreement") is made and entered into this 20<sup>th</sup> day of June, 2023, by and between KAMELA J. JAMES, an unmarried individual ("James"), and STAN L. BOURGAULT ("Bourgault") (collectively the "Parties").

### RECITALS

**WHEREAS**, James is the owner of that certain real property situated in Thurston County, Washington and legally described as follows:

Tract 35, Atchinson-Kemper Plat, according to the plat thereof recorded in Volume 11 of Plats, Page(s) 41, records of Thurston County, Washington;

TOGETHER WITH all shorelands as conveyed by the State of Washington lying in front of, adjacent to and abutting on said Tract;

Situate in the County of Thurston, State of Washington.

(the "James Property") and;

**WHEREAS**, Bourgault is the owner of that certain real property situated in Thurston County, Washington and legally described as follows:

Tract 34 of Atchinson-Kemper Plat, as recorded in Volume 11 of Plats, page 41;

TOGETHER WITH all shorelands as conveyed by the State of Washington lying in front of, adjacent to and abutting on said tract.

(the "Bourgault Property") and;

**WHEREAS**, the James Property and the Bourgault Property share an existing driveway access to Shady Lane which has been open and continuously used by the Parties to access their respective properties since at least 2004; and

**WHEREAS**, the Parties desire to establish an express reciprocal easement consistent with the Parties' current prescriptive use of the existing driveway ("Shared Driveway Easement" or "Easement") on the terms and conditions contained in this Easement Agreement.

**NOW, THEREFORE**, in order to reduce the agreement of the Parties to writing, the Parties do hereby agree to the following terms and conditions:

#### **AGREEMENT**

1. **Easement Area**. The Easement is legally described in **Exhibit A** hereto and a map depicting the Easement is attached as **Exhibit B**.

2. **Grant of Easement**. Each Party hereby grants unto the other Party, their successors, heirs or assigns, for all time hereafter, the non-exclusive right to use that portion of the Easement located on the granting Party's property for ingress and egress to serve single-family residences located on Lots 34 and 35. The Easement shall be used only for the purposes described in this Section 2.

3. **Term**. The term of this Easement shall be perpetual unless terminated in writing by mutual agreement of the Parties.

4. **Run with the Land**. The benefits and burdens of the Easement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the Parties hereto. This Easement shall be for the non-exclusive benefit and use of the Parties and any successor owners of the benefitted properties described herein, their heirs and assigns.

5. **Easement Maintenance**. The cost of maintaining the Shared Driveway Easement shall be solely the responsibility of the party who chooses to have, or needs to have, maintenance performed to their portion of the Easement located on their property. For purposes of this Easement Agreement, maintenance is defined as the work normally necessary to preserve

and keep the existing driveway improvements as nearly as possible in their present condition or as hereafter improved. Neither party needs permission from the other to perform maintenance.

6. **Inordinate Damage; Emergency.** If inordinate damage is caused to the Easement by an unauthorized user, or in the event of inordinate damage by slide, washout, or similar extreme conditions, or another unforeseen natural event, then each party shall bear the cost of repair to the portion of the Easement located on their property.

7. **Improvements.** The Parties hereto agree that any improvements made to the Easement shall be paid for solely by the improver. Neither party shall need permission to make improvements.

8. **Dispute Resolution.** No civil action may be commenced to enforce the terms of this Easement. Any dispute arising out of this Easement shall be first submitted to mediation with a mediator selected by agreement of the Parties. If the Parties are not able to resolve their dispute in mediation, the dispute will be submitted to arbitration. The substantially prevailing party shall be awarded its attorneys' fees in prosecuting or defending such actions.

9. **Counterparts.** This Easement Agreement may be executed in counterparts, each executed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same Easement Agreement.

10. **Severability.** If any terms or condition of this Easement Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision included in the Easement Agreement, and this Easement Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Easement Agreement.

11. **Waiver.** No delay in exercising any right or remedy provided for under this Easement Agreement shall constitute a waiver thereof, and no waiver of the breach of any provision of this Easement Agreement shall be construed as a waiver of preceding or succeeding breach of the same.

12. **Indemnification and Hold Harmless.** Each Party hereby agrees to indemnify, defend, and hold all other Parties harmless for any actions and/or torts of the indemnifying Party, their agents, and/or invitees that occur on the Easement.

13. **Compliance with Applicable Laws.** The Parties agree to comply with applicable federal, state, and local regulations when undertaking any construction activities or use of the Easement.

**IN WITNESS WHEREOF**, the Parties have set their hands and seal the day and year first above written.

**PARTIES:**

**JAMES**

  
\_\_\_\_\_

Kamela J. James

**BOURGAULT**

  
\_\_\_\_\_

Stan L. Bourgault

**NOTARY ACKNOWLEDGMENTS**

STATE OF WASHINGTON )

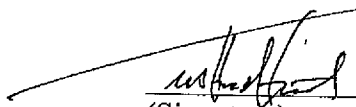
) ss:

County of Thurston )

I certify that I know or have satisfactory evidence that Kamela J. James is the person who appeared before me and said person acknowledge that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: this 20<sup>th</sup> day of JUNE, 2023.



  
\_\_\_\_\_

(Signature)

Tristan Steed  
\_\_\_\_\_

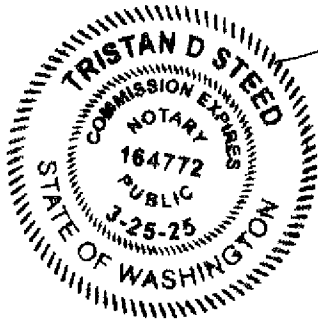
(Print Name)

NOTARY PUBLIC in and for the State of  
Washington, residing at Lacey  
My appointment expires: 03-25-25

STATE OF WASHINGTON )  
  ) ss:  
County of Thurston                            )

I certify that I know or have satisfactory evidence that Stan L. Bourgault is the person who appeared before me and said person acknowledge that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: this 20<sup>th</sup> day of JUNE, 2023.



[Signature]  
(Signature)  
Tristan Steed  
(Print Name)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Lacey  
My appointment expires: 03-25-25



## EXHIBIT A

### DRIVEWAY EASEMENT DESCRIPTION

THAT PORTION OF TRACTS 34 AND 35 OF THE ATCHINSON-KEMPER PLAT AS RECORDED IN VOLUME 11 OF PLATS, PAGE 41 UNDER AUDITOR'S FILE NUMBER 352801, RECORDS OF THURSTON COUNTY, WASHINGTON, LYING WITHIN A STRIP OF LAND 14.00 FOOT WIDE, LYING 7.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHERLY MOST CORNER OF TRACT 35, OF SAID PLAT,  
THENCE ALONG THE NORTHWESTERLY LINE OF SAID TRACT 35, ALSO BEING THE  
SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF SHADY LANE SE, SOUTH 46°58'09" WEST, 7.71  
FEET TO THE **POINT OF BEGINNING** OF SAID CENTERLINE;  
THENCE SOUTH 38°17'29" EAST 15.00 FEET;  
THENCE SOUTH 28°24'17" EAST, 22.05 FEET;  
THENCE SOUTH 15°19'13" EAST, 14.77 FEET;  
THENCE SOUTH 38°28'54" WEST, 33.66 FEET;  
THENCE SOUTH 66°35'40" WEST, 10.89 FEET;  
THENCE NORTH 89°50'57" WEST, 13.80 FEET;  
THENCE NORTH 73°30'28" WEST, 11.49 FEET;  
THENCE NORTH 55°05'26" WEST, 18.00 FEET;  
THENCE NORTH 41°12'48" WEST, 18.57 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-  
OF-WAY MARGIN OF SHADY LANE AND THE TERMINUS OF SAID CENTERLINE, SAID POINT  
ALSO BEARING NORTH 52°48'14" EAST, 10.16 FEET FROM THE WESTERLY MOST CORNER OF  
SAID TRACT 34;

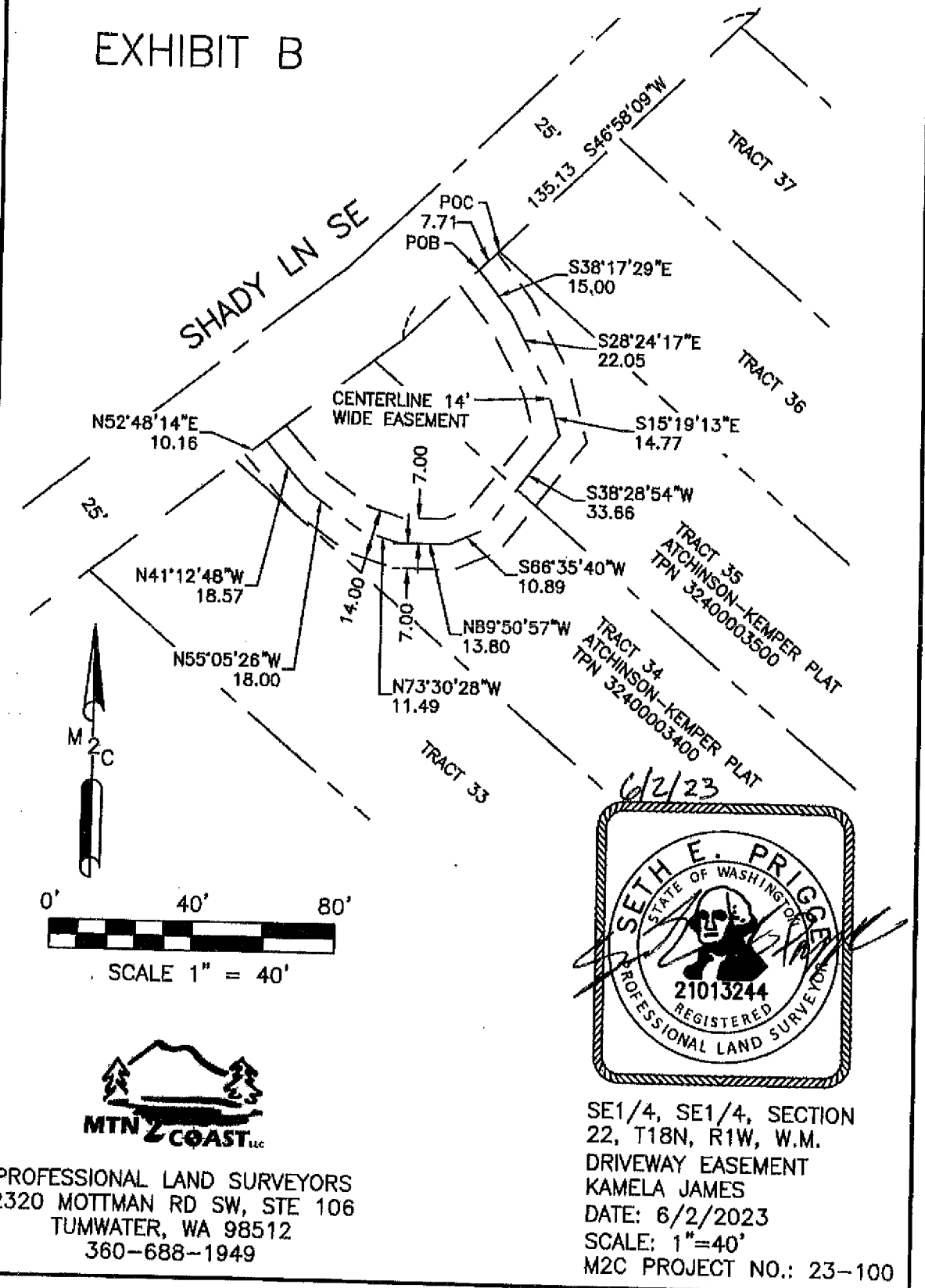
THE SIDELINES OF SAID STRIP EXTENDED OR SHORTENED TO BEGIN AND END AT SAID  
SOUTHEASTERLY RIGHT-OF-WAY MARGIN;

CONTAINING 2,215 SQUARE FEET, MORE OR LESS;

SITUATE IN THE CITY OF LACEY, COUNTY OF THURSTON, STATE OF WASHINGTON.

Prepared by: Seth E. Prigge, PLS  
MTN2COAST, LLC  
June 2, 2023

# EXHIBIT B



APPENDIX C  
6417 Shady Lane Variance

Stan Bourgault  
6413 Shady Lane SE  
Lacey, WA 98503

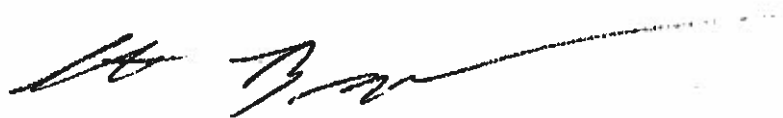
10/4/2023

**RE: Project on 6417 Shady Lane**

Dear Hearing Committee:

I am providing this letter in support of Kamela James's project on her property located at 6417 Shady Lane SE, Lacey. I am her neighbor. Our properties share an easement for the circular driveway that we both use to access our homes. I am aware that she is applying for a variance for her proposed building. This letter will confirm that I am in support of her project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stan Bourgault', written in a cursive style.

Stan Bourgault