

## **SPECIAL VALUATION AGREEMENT**

**THIS SPECIAL VALUATION AGREEMENT** is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement, hereinafter referred to as "AGREEMENT," are **TAJ2 LLC**, by and through Tom Glaspie, its Managing Member, hereinafter referred to as "APPLICANT," and the **Olympia City Council**, hereinafter referred to as "LOCAL REVIEW BOARD".

**WHEREAS**, the APPLICANT is the owner of record of the historic property located at **204 4<sup>th</sup> Ave. W., Olympia, Washington**, as more fully described in Exhibit A, attached hereto and incorporated herein by this reference, hereinafter referred to as the "PROPERTY;" and

**WHEREAS**, the APPLICANT has requested special valuation of the PROPERTY pursuant to Chapter 84.26 RCW; and

**WHEREAS**, the LOCAL REVIEW BOARD has determined that the PROPERTY has been substantially rehabilitated within the two-year period preceding the date of application; and

**WHEREAS**, the LOCAL REVIEW BOARD has determined that approved costs of said rehabilitation are One Million Six Hundred and Sixty-one Thousand Five Hundred and Eight Dollars and Six cents (**\$1,661,508.06**), equaling or exceeding twenty-five percent (25%) of the assessed valuation of the PROPERTY to the improvements; and

**WHEREAS**, the LOCAL REVIEW BOARD has verified that the PROPERTY is a historic property which falls within a class of properties determined eligible for special valuation by local ordinance or administrative rule; and

**WHEREAS**, the LOCAL REVIEW BOARD finds the rehabilitation work has not altered the property in any way which adversely affects those elements which qualify it as historically significant;

**NOW, THEREFORE**, in consideration for the mutual covenants contained herein, the APPLICANT and the LOCAL REVIEW BOARD agree as follows:

1. The LOCAL REVIEW BOARD hereby determines that the property described on the attached Exhibit A qualifies for special valuation under Chapter 84.26 RCW.
2. The APPLICANT agrees to comply with the U.S. Secretary of the Interior's Standards for Rehabilitation as set forth in Exhibit B, which is attached hereto and by this reference incorporated herein.
3. The APPLICANT agrees the PROPERTY shall not be altered without the prior written consent of the LOCAL REVIEW BOARD signed by a duly authorized representative thereof. No construction, alteration or remodeling or any other action shall be undertaken which would affect the historic character of the PROPERTY which classifies it as eligible for special valuation, or which would affect the appearance of the PROPERTY as depicted in the photographs attached hereto and incorporated herein by this reference as Exhibit C, or which would adversely affect the structural soundness of the property; provided, however, that the reconstruction, repair, repainting or refinishing of presently existing parts or elements of the PROPERTY subject to this AGREEMENT, damage to which has resulted from casualty loss, deterioration or wear and tear, shall be permitted without the prior approval of the LOCAL REVIEW BOARD, provided that such reconstruction, repair,

repainting, or refinishing is performed in a manner which will not alter the appearance of those elements of the PROPERTY subject to this AGREEMENT as they are as of this date. Exterior changes which shall require the consent of the LOCAL REVIEW BOARD shall include, but not be limited to, any substantial structural change or any change in design, color or materials.

4. The APPLICANT agrees the PROPERTY shall not be demolished without the prior written consent of the LOCAL REVIEW BOARD.
5. The APPLICANT agrees to make historic aspects of the PROPERTY accessible to the public one day each year if the PROPERTY is not visible from a public right-of-way.
6. The APPLICANT agrees to monitor the PROPERTY for its continued qualification for special valuation and notify the Thurston County Assessor within thirty (30) days of PROPERTY disqualification because of:
  - a. a loss of historic integrity;
  - b. sale or transfer to new ownership exempt from taxation; or
  - c. sale or transfer to new ownership which does not intend to agree to the terms of this AGREEMENT nor file a Notice of Compliance form with the Thurston County Assessor.
7. The APPLICANT and LOCAL REVIEW BOARD both agree that there shall be no changes in standards of maintenance, public access, alteration, or report requirements, or any other provisions of this AGREEMENT during the period of the classification within the approval of all parties to this AGREEMENT.
8. Terms of the Agreement. This AGREEMENT shall take effect immediately upon signature and remain in effect until the property is no longer eligible for special valuation either through disqualification under RCW 84.26.080 or upon expiration of the ten-year period of special valuation commencing **January 1, 2022 and ending December 31, 2031.**
9. Hold Harmless. The APPLICANT or its successors or assigns shall hold the State and LOCAL REVIEW BOARD harmless from any and all liability and claims which may be asserted against the State and LOCAL REVIEW BOARD as a result of this AGREEMENT or the participation by the APPLICANT in the Special Valuation Program.
10. Governing Law. The terms of this AGREEMENT shall be construed in accordance with the laws of the State of Washington.

Tom Glaspie  
Tom Glaspie, Managing Member, TAJ2 LLC  
Date: 11/23/2021

\_\_\_\_\_  
Steven J. Burney, City Manager  
Olympia City Council as Local Review Board  
Date: \_\_\_\_\_

Approved as to form:

Mark Barber  
City Attorney

Attachments:

- Exhibit A: Legal Description and Property History/Description
- Exhibit B: Washington State Advisory Council's Maintenance and Rehabilitation Standards
- Exhibit C: Contemporary and Historical Photographs

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**AND**  
**PROPERTY HISTORY/DESCRIPTION**

**Abbreviated Legal:**

Lot 7, Blk 73, Sylvester, Thurston County, Washington

**Assessor's Tax Parcel No.:**

78507300700

**Property History/Description:**

Angelus Hotel  
204 4<sup>th</sup> Ave. W.  
Olympia, Washington 98501

The Angelus Hotel was constructed circa 1900, during a period of early economic prosperity in Olympia fueled by the logging industry, emerging wood mills, and the port. Downtown development at this time included construction of a new county Courthouse and numerous commercial buildings, paving of streets, trolley lines, and sidewalk improvements.

The Angelus stands out as one of few downtown hotels of the era and is remarkable for its continuous use as a residential structure to the current day. Census records from 1920 show that the building's "lodgers" at that time were exclusively single men, many of them European immigrants working in trades. By the 1930 census the listed residents were a more diverse population of working-class couples and families, and by 1940 there were a good number of single women and female head-of-household residents. The history of the Angelus occupancy offers a window on the shifting economic conditions and social norms of the entire 20<sup>th</sup> century, worthy of additional research.

The ground floor has seen a variety of retail establishments including a hay and feed store, a long-standing corner grocery, a saloon, meat market, shoe repair, restaurants and barber shop among others, also a rich resource of information about Olympia's commercial and social development.

The building is individually listed on the local heritage register and is a contributing structure in the downtown National Historic District.

While it received several renovations over time, the building today retains its 1919 form and much of that same appearance. It is a three-story rectangular structure with a flat roof and prominent cornice with decorative corbels. A double door opening from 4<sup>th</sup> Avenue into a small lobby/landing and staircase provides walk-up access to the residences on upper floors. Mosaic tile at the entry includes the name of the building "Angelus." Exterior doors are wood and glass.

Upper floors have double-hung sash with one-over one lights in similar configuration to early building views. One original wood frame window remains on the north elevation and has been preserved. Storefront windows are large plate glass in wood surrounds with smaller panes above. Three storefronts at the east end of this south-facing facade as well as one bay on the east facade have multi-paned storefront windows. Original transom windows above the storefronts are intact beneath later addition(s) of siding. The east and west facades feature exterior doors at upper floors that open to iron fire escape structures with ladders that lower to the street level.

**EXHIBIT B**  
**U.S. SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION**

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**EXHIBIT C**  
**PROJECT PHOTOS**



Circa 1919



Before rehabilitation



After rehabilitation

BEFORE PHOTOS



