

SPECIAL VALUATION AGREEMENT

THIS SPECIAL VALUATION AGREEMENT, hereinafter referred to as “AGREEMENT”, is entered into by and between **Douglas Mayne and Mary Guptill**, (“APPLICANT”), and **the City of Olympia** (“City”).

WHEREAS, the APPLICANT is the owner of record of the historic property located at **2420 Capitol Way S, Olympia, Washington**, (“PROPERTY”); and

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

WHEREAS, pursuant to OMC 3.60.020(B), the Heritage Commission previously reviewed the application and made a unanimous recommendation for approval at its meeting on December 5, 2018; and

WHEREAS, the recommendation is required to be forwarded to the Olympia City Council, who acts as the local review board pursuant to OMC 3.60.020(A), who decides whether or not to approve the application for special property tax valuation;

NOW, THEREFORE, in consideration for the mutual covenants contained herein, the APPLICANT and the Olympia City Council (“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 property tax valuation under Chapter 84.26 RCW and 3.60 OMC because it meets the following criteria:
 - A. The Property has been substantially rehabilitated within the two-year period preceding the date of application; and
 - B. The rehabilitation work has not altered the property in any way which adversely affects those elements which qualify it as historically significant based on the U.S. Secretary of the Interior’s Standards for Rehabilitation set forth in **Exhibit B**; and
 - C. The approved costs of the rehabilitation are Two Hundred Sixty-Six Thousand, Three Hundred Forty-Eight and 67/100 Dollars (\$266,348.67) equaling or exceeding twenty-

five percent (25%) of the assessed valuation of the PROPERTY prior to the improvements and such building meets the criteria in OMC 3.60.010; and

- D. The PROPERTY is historic property which falls within a class of properties determined eligible for special valuation by local ordinance or administrative rule.
2. The APPLICANT agrees that in order to receive the special property tax valuation, APPLICANT must comply with the following:
- A. The PROPERTY must not be altered without the prior written consent of the local review board. 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; and
 - B. 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 without the prior written approval of all parties to this AGREEMENT.
 - C. The PROPERTY must not be demolished without the prior written consent of the local review board; and
 - D. The APPLICANT shall 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; and
 - E. The APPLICANT shall 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:
 - i. a loss of historic integrity,
 - ii. sale or transfer to new ownership exempt from taxation, or
 - iii. sale or transfer to new ownership who refuses to agree to the terms of this AGREEMENT and fails to file a Notice of Compliance form with the Thurston County Assessor.

3. 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, 2019** and ending **December 31, 2028**.
4. Hold Harmless. The APPLICANT or its successors or assigns shall hold the State of Washington and City of Olympia, its officers, officials, and employees harmless from any and all liability and claims which may be asserted against the State or City as a result of this AGREEMENT or the participation by the APPLICANT in the Special Valuation Program.
5. Governing Law. The terms of this AGREEMENT shall be construed in accordance with the laws of the State of Washington.

I certify that I am authorized to sign this Agreement, which is legally binding, on behalf of Douglas Mayne and Mary Guptill.

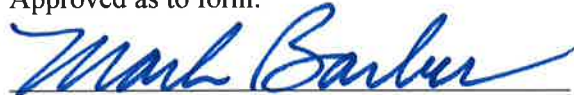
Signature of Owner/Applicant, Douglas Mayne

Signature of Owner/Applicant, Mary Guptill

CITY OF OLYMPIA

Steven R. Hall, City Manager

Approved as to form:



City Attorney

Attachments:

- Exhibit A: Property Description
- Exhibit B: U.S. Secretary of the Interior's Standards for Rehabilitation
- Exhibit C: Contemporary Photographs

EXHIBIT A

Property Description

Property description for 2420 Capitol Way S, Olympia, Washington, a "Contributing" property in the National Register of Historic Places South Capitol Neighborhood Historic District, taken from the historic district Registration form (signed September 5, 1991):

Built in 1921 for John Dalquest Capital City Creamery, the front-gable, rectangular Craftsman/Bungalow style house with wide brackets eaves and exposed rafter ends. South side square bay. Projecting porch supported by tapered posts on brick piers. Narrow clapboard cladding. Three part windows with six-over-one and nine-over-one windows. One-story rear enclosed porch with multi-pane windows.

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

Contemporary Photographs



Front (west) elevation



Front (west) and side (south) elevations