

## SPECIAL VALUATION AGREEMENT

THIS SPECIAL VALUATION AGREEMENT is entered into by and between **Sam and Jennifer Meyer**, (“APPLICANT”), and the City of Olympia, through the Olympia City Council acting as the local review board under RCW Chapter 84.26, (“LOCAL REVIEW BOARD”).

WHEREAS, the APPLICANT is the owner of record of the historic property located at **208 18<sup>th</sup> Avenue SW, Olympia, Washington**, as more fully described in Exhibit A, which is attached to and incorporated into this agreement (“PROPERTY”); and

WHEREAS, the APPLICANT has requested special valuation of the PROPERTY under 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 the rehabilitation are four hundred and five thousand, seven hundred and forty one dollars and fifty seven cents (**\$405,741.57**) equaling or exceeding twenty-five percent (25%) of the assessed valuation of the PROPERTY prior 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 in this agreement, the APPLICANT and the LOCAL REVIEW BOARD agree as follows:

1. The local REVIEW BOARD hereby determines that the PROPERTY qualifies for special valuation under Chapter 84.26 RCW.
2. The APPLICANT shall comply with the U.S. Secretary of the Interior’s Standards for Rehabilitation as set forth in Exhibit B, attached to and incorporated into this agreement.
3. The PROPERTY may not be altered without the prior written consent of the LOCAL REVIEW BOARD, signed by a duly authorized representative of the LOCAL REVIEW BOARD. No construction, alteration, or remodeling or any other action may 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 to

and incorporated into this agreement as Exhibit C, or which would adversely affect the structural soundness of the PROPERTY. However, 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, is permitted without the prior approval of the LOCAL REVIEW BOARD, if that reconstruction, repair, repainting, or refinishing is performed in a manner that does not alter the appearance of those elements of the PROPERTY subject to this agreement as they exist as of the effective date. Exterior changes that require the consent of the LOCAL REVIEW BOARD include any substantial structural change or any change in design, color, or materials.

4. The PROPERTY may not be demolished without the prior written consent of the LOCAL REVIEW BOARD, signed by a duly authorized representative of the LOCAL REVIEW BOARD.
5. 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.
6. 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:
  - 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 or file a Notice of Compliance form with the Thurston County Assessor.
7. There may 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 approval of all parties to this agreement.
8. Term of Agreement. This agreement takes effect immediately upon signature (“effective date”) and remains 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, 2020** and ending **December 31, 2029**.
9. Indemnification. The APPLICANT or APPLICANT’s successors or assigns shall indemnify the State and LOCAL REVIEW BOARD for any and all liability and claims which may be asserted against the State or LOCAL REVIEW BOARD as a result of this agreement or the participation by the APPLICANT in the Special Valuation Program.

10. Governing Law/Venue. The terms of this agreement must be construed in accordance with the laws of the State of Washington. Venue for any legal action related to this agreement is Thurston County Superior Court.



Signature(s) of Owner(s)/Applicant(s)

\_\_\_\_\_  
Signature of City Manager (Local Review Board)

Approved as to form:



City Attorney

Attachments:

Exhibit A: Property Description

Exhibit B: Washington State Advisory Council's Maintenance and Rehabilitation Standards

Exhibit C: Contemporary and Historical Photographs

## EXHIBIT A

### **Property Description**

Property description for 208 18<sup>th</sup> Avenue SW Olympia, Washington, as listed in the South Capitol Neighborhood Historic District):

*This is a 1924 Craftsman/Bungalow by Tumwater Lumber Mills, constructed for Maude Tamblin, Assistant Director for the Department of Public Instruction in 1925.*

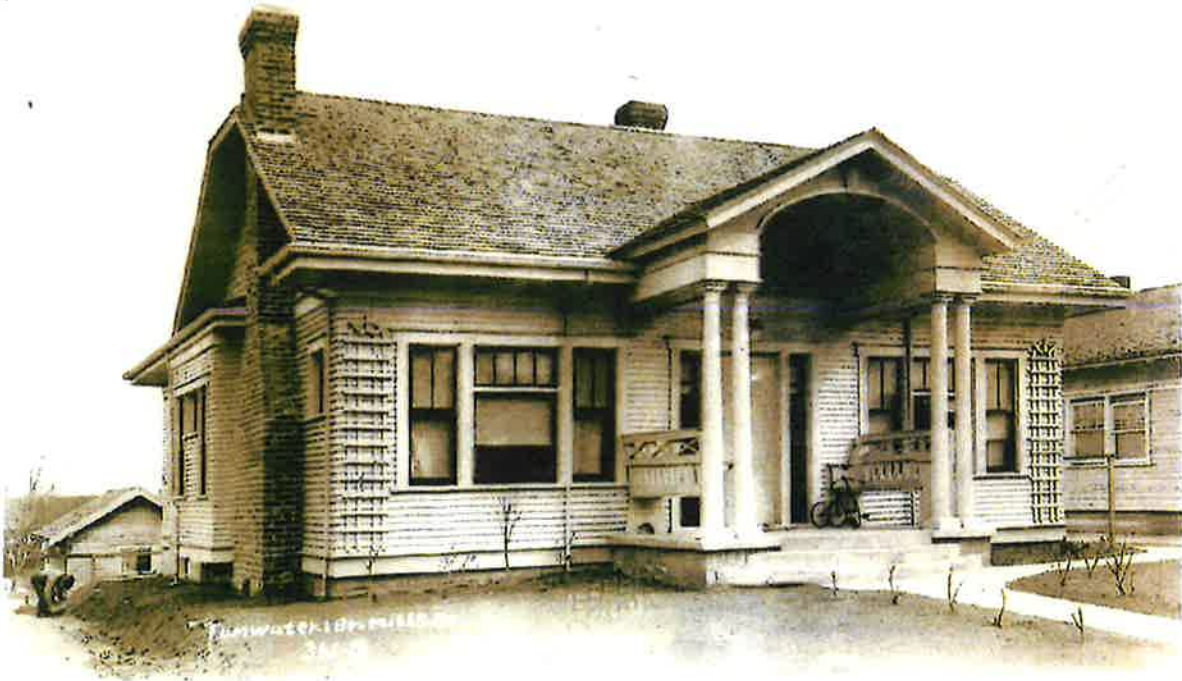
*One and one-half story, side gabled house has a projecting front gabled porch with vaulted ceiling supported by paired posts. The entry is flanked by tripartite windows with segmented upper mullions. Front door has sidelights. Other windows are one-over-one. Squared bay on west end.*

## 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



**CERTIFICATION OF APPROVAL**

Regarding Special Valuation on Improvements to Historic Property

**OWNER: Sam and Jennifer Meyer**

**SUBJECT: 208 18<sup>th</sup> Avenue SW**

THE CITY OF OLYMPIA CERTIFIES that the application for special valuation on improvements to a historic property under Chapter 84.26 RCW, Chapter 3.60 of the Olympia Municipal Code, and Thurston Ordinance 8563 was approved by the Olympia City Council at a meeting on November 29, 2019. The approved rehabilitation costs are \$405,741.57.

The City Council found that the property qualified as an eligible historic property on the following basis:

1. The building is an eligible class of buildings per Olympia Municipal Code 03.60.010. The South Capitol Neighborhood National Historic District, to which the building is a contributing property, was designated on October 22, 1991.
2. The building is not altered in a manner that would adversely affect those elements that qualify it as historically significant. The features named as historically significant when the building was designated were preserved in this rehabilitation.
3. The rehabilitation cost and time requirements were met as follows:
  - The assessed value of the structure prior to rehabilitation was: **\$211,700.00**
  - Twenty-five percent of this is: **\$52,925;**
  - The approved rehabilitation costs are: **\$405,741.57;**
  - Costs were verified by receipts submitted by the owner; and
  - The rehabilitation period is within the requisite 24 months prior to the application date of September 30, 2019.

A copy of the signed ten-year agreement is enclosed.

DATED at Olympia, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By:

\_\_\_\_\_  
(Name), City Manager

