

HISTORIC PRESERVATION SPECIAL VALUATION AGREEMENT

THIS HISTORIC PRESERVATION AGREEMENT is entered into on this 1st day of January, 2014, by and between Green Cove, LLC, hereinafter referred to as APPLICANT and the Olympia City Council, hereinafter referred to as LOCAL REVIEW BOARD.

WHEREAS, APPLICANT is the owner of record of one-half of the historic property commonly known as the Christensen House, located at 2020 Water Street SW, Olympia, State of Washington, as more fully described in Exhibit A, attached hereto and incorporated herein by this reference, hereinafter referred to as PROPERTY; and

WHEREAS, 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 actual cost of said rehabilitation equals or exceeds twenty-five percent (25%) of the assessed valuation of the PROPERTY prior to the improvements; approved costs are \$157,498.44; and

WHEREAS, the LOCAL REVIEW BOARD has verified that the PROPERTY is 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 that 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 RCW 84.26.
2. Applicant agrees to comply with the Washington State Advisory Council's Standards for the Maintenance and Rehabilitation of Historic Properties as set forth in Exhibit B, which is attached hereto and by this reference incorporated herein.
3. 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 or permitted to be undertaken which would affect the historic character of the PROPERTY which classifies it as eligible for special valuation, 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. APPLICANT agrees the PROPERTY shall not be demolished without the prior written consent of the LOCAL REVIEW BOARD.
5. 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. APPLICANT agrees to monitor the PROPERTY for its continued qualification for special valuation and notify the appropriate County Assessor within thirty (30) days if the PROPERTY becomes disqualified 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 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 without the approval of all parties to this Agreement.

Term 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, 2014 and ending December 31, 2024.

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 the LOCAL REVIEW BOARD as a result of this Historic Preservation Special Valuation Agreement or the participation by the APPLICANT in the Special Valuation Program.

Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Washington.

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

Signature of City Manager (Review Board):

Approved as to form:

Darren Niehaber DCA
City Attorney

- Attachments:
- | | |
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| Exhibit A: | Property Description |
| Exhibit B: | Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties |

EXHIBIT "A"

PROPERTY DESCRIPTION

The Christensen House is located at 2020 Water Street SW, Olympia, Washington.

EXHIBIT "B"

WASHINGTON STATE ADVISORY COUNCIL'S STANDARDS FOR THE REHABILITATION AND MAINTENANCE OF HISTORIC PROPERTIES

The following rehabilitation and maintenance standards shall be used by local review boards as minimum requirements for determining whether or not an historic property is eligible for special valuation and whether or not the property continues to be eligible for special valuation once it has been so classified:

A. Maintenance.

1. Buildings and structures shall not be allowed to deteriorate beyond the point where routine maintenance and repair will return them to good condition.
2. Buildings shall be kept in a safe and habitable condition at all times. Structural defects and hazards shall be corrected. Any conditions that constitute a fire hazard shall be eliminated.
3. Buildings shall be protected against ongoing water damage due to defective roofing, flashing, glazing, caulking, or other causes. Moisture condensation resulting from inadequate heat or ventilation shall be eliminated if present at levels sufficient to promote rot or decay or building materials.
4. Deteriorated exterior architectural features and any broken or missing doors and windows shall be repaired or replaced.
5. Painted exterior surfaces shall be maintained and repainted as necessary to prevent a deteriorated appearance or damage to the substrate. Exterior masonry surfaces shall be tuck-pointed where required to maintain the mortar in sound condition. Finished tuck-pointing shall match the original mortar joint in hardness and appearance.

B. Rehabilitation.

1. Every reasonable effort shall be made to provide a compatible use for an historic property that requires minimal alteration of the building, structure, or site and its environment, or to use an historic property for this originally intended purpose.
2. The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to recreate an earlier appearance shall be discouraged.

4. Changes that may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship that characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplication of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to, any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural, or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood or environment.
10. Whenever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.