

SPECIAL VALUATION AGREEMENT

THIS SPECIAL VALUATION AGREEMENT (“AGREEMENT”) is entered into by and between TEM Invest Oly Press LLC (“the APPLICANT”) and the Olympia City Council (“the LOCAL REVIEW BOARD”).

WHEREAS, the APPLICANT is the owner of record of the historic property located at 115 State Ave NE, Olympia, Washington, as more fully described in Exhibit A, attached to and a part of this Agreement (“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 \$1,279,680.00 equaling or exceeding 25 percent 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 that 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, throughout the term of this Agreement, comply with the U.S. Secretary of the Interior’s Standards for Rehabilitation as set forth in Exhibit B, attached to and a part of this Agreement.
3. The APPLICANT shall not alter the PROPERTY without the prior written consent of the LOCAL REVIEW BOARD, signed by a duly authorized representative thereof. The APPLICANT shall not undertake any construction, alteration, or remodeling, or any other action that would affect those aspects of the historic character of the PROPERTY that classify it as eligible for special valuation, or that would affect the appearance of the PROPERTY as depicted in the photographs attached to and made a part of this Agreement as Exhibits C, or which would adversely affect the structural soundness of the PROPERTY. However, the reconstruction, repair,

repainting, or refinishing of parts or elements of the PROPERTY subject to this AGREEMENT, existing as of the effective date, damage to which has resulted from casualty loss, deterioration, or wear and tear, is permitted without the prior approval of the LOCAL REVIEW BOARD, provided that such reconstruction, repair, repainting, or refinishing is performed in a manner that will not alter the appearance of those elements of the PROPERTY subject to this AGREEMENT as they are 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 APPLICANT shall not demolish the PROPERTY without the prior written consent 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 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 a new owner that does not intend to agree to the terms of this AGREEMENT nor to file a Notice of Compliance form with the Thurston County Assessor.
7. That 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.

Terms of the Agreement. This AGREEMENT is effective on the date of last signature below (which is the “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 10-year period of special valuation commencing **January 1, 2024** and ending **December 31, 2034**.

Hold Harmless. The APPLICANT and its successors and assigns shall hold the State and the 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 AGREEMENT or the participation by the APPLICANT in the Special Valuation Program.

Governing Law; Venue. The terms of this AGREEMENT must be construed in accordance with the laws of the State of Washington. Any lawsuit relating to or arising out of this AGREEMENT must be

brought and maintained only in Thurston County Superior Court, which is the exclusive venue for any such action.

Todd Monohon
Todd Monohon, Property Owner

Date: 12/01/2023

Steven J. Burney, City Manager (Review Board)

Date: _____

Approved as to form:

Michael M. Young
Deputy 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 115 State Ave NE, Olympia, Washington, listed in the Olympia Downtown Historic District:

Section 14 Township 18 Range 2W Plat SYLVESTER TOWN OF OLYMPIA BLK 13 LT 1,2,3
Document 001/014 TGW PTN VAC ALLEY ADJ & EX W 7F FO CAPITAL WAY & EX PTN DAF:
BAP ON S LN LT 2 N84-07-0

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









