



HISTORIC PRESERVATION ORDINANCE 3048 AGREEMENT

The following historic preservation special valuation agreement shall be used by the Board as the minimum agreement necessary to comply with the requirements of RCW 84.26.050(2):

This Historic Preservation Agreement is entered into on this ___day of _____ by and between _____ (hereinafter referred to as **APPLICANT**) and the Wenatchee Historic Preservation Board (hereinafter referred to as **LOCAL REVIEW BOARD**).

WHEREAS APPLICANT is the owner of record of the historic property located at _____, Wenatchee, State of Washington, commonly known as the _____ (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 the actual cost of said rehabilitation equals or exceeds twenty-five percent of the assessed valuation of the **PROPERTY** prior to the improvements; and

WHEREAS the **LOCAL REVIEW BOARD** has verified that the **PROPERTY** is 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 that the rehabilitation work has not altered the **PROPERTY** in any way, which adversely affects these elements which qualify it as historically significant;

NOW THEREFORE, in recognition of the foregoing, the **APPLICANT** enters into this Agreement with the **LOCAL REVIEW BOARD** and agrees to adhere to the following terms and conditions for the ten-year period of the special valuation classification:

1. **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 A, which is attached hereto and by reference incorporated herein.

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2. **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 affect the appearance of the **PROPERTY** or which would adversely affect the structural soundness of the **PROPERTY**, 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.
3. **APPLICANT** agrees the **PROPERTY** shall not be demolished without the prior consent of the **LOCAL REVIEW BOARD**.
4. **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.
5. **APPLICANT** agrees to monitor the **PROPERTY** for its continued qualification for special valuation and notify the Chelan County Assessor within 30 days if the **PROPERTY** becomes disqualified because of:
 - a) a loss of historic integrity,
 - b) sale or transfer to a 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.
6. 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, _____, and ending December 31, _____.

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Hold Harmless. The **APPLICANT** or its successors or assign 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 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.

Appeals.

Any decision of the Board acting on any application for classification as historic property, eligible for special valuation, may be appealed to Superior Court under Chapter 34.05.510-598 RCW in addition to any other remedy of law. Any decision on the disqualification of historic property eligible for special valuation, or any other dispute, may be appealed to the County Board of Equalization.

**WENATCHEE HISTORIC
PRESERVATION BOARD CHAIR** _____

APPLICANT SIGNATURE(s) _____

**STATE OF WASHINGTON
COUNTY OF CHELAN**

Signed or attested before me on this ____ day of _____, 2008 by

(Applicant)

(Applicant)

Notary Public _____

Residing at Wenatchee, Washington

Appointment expiration date: _____

Exhibit A
WASHINGTON STATE ADVISORY COUNCIL'S
STANDARDS FOR REHABILITATION AND
MAINTENANCE OF HISTORIC PROPERTIES
(also known as the Secretary of the Interior's Standards for Rehabilitation)

REHABILITATION:

1. Every reasonable effort shall be made to provide a compatible use for an historic property which requires minimal alteration of the building, structure, or site and its environment, or to use an historic property for its original 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 create an earlier appearance shall be discouraged.
4. Changes which 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 which 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 historical, 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 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. Wherever 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.

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 condition which constitutes 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 of 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.