



CITY OF BAINBRIDGE ISLAND
HISTORIC PRESERVATION COMMISSION

November 29, 2006

VIA OVERNIGHT EXPRESS MAIL USPS
On November 29, 2006

Kitsap County Auditor's Office
619 Division Street – MS 31
Port Orchard, Washington 98366-4687

FOR RECORDING OF PROPERTY:

Re: Bernard Baker and Linda Ray
Property: 5571 Welfare Avenue, Bainbridge Island, WA 98110

Dear Auditor,

Attached for recording is the HISTORIC PRESERVATION SPECIAL EVALUATION AGREEMENT, regarding the above mentioned applicants, Bernard Baker and Linda Ray, owners of subject property located at 5571 Welfare Avenue, Bainbridge Island, Washington.

This document must be recorded by the end of this month, November, 2006.

A check, (number 312311, dated November 29, 2006), in the amount of Forty-one dollars and no cents (\$41.00) is enclosed to cover the recording fees for this 10 page document (\$32.00 for the first page, and \$1.00 for each additional page).

Thank you for your attention to this timely matter.

Sincerely,

Pamela L. Jordaan

Administrative Assistant

On behalf of Bainbridge Island Historic Preservation Commission

Cc: Stephanie Warren, BI HPC Consultant
Sarah Lee, BI HPC Chairperson
Bernard Baker and Linda Ray, Applicants
BI HPC file



City of
Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110-1812
(206) 780-8615

Vendor
Number
33

Check
Date
11/29/2006

Check
Number
312311

98-486/1251

Pay *****41 DOLLARS AND NO CENTS

\$41.00

To The
Order Of

KC AUDITOR
614 DIVISION STREET
MS-31
PORT ORCHARD

WA 98366

AMERICAN
MARINE BANK
Bainbridge Island, WA

Authorized Signature

MP

Authorized Signature

MP

⑈312311⑈ ⑆125104865⑆0907⑈00600⑈

City of Bainbridge Island		280 Madison Avenue North, Bainbridge Island, WA 98110-1812			
Invoice Date	Invoice Number	Invoice Number	Invoice Number	Invoice Number	Invoice Number
11/28/06	11-28-06		131635	PLN/RECORDING FEES	41.00
333	KC AUDITOR			312311	11/29/2006
					\$41.00

After Recording, Return To:
Department of Planning and Community Development
City of Bainbridge Island
280 Madison Avenue
Bainbridge Island, WA. 98110

HPSVC-1-2006

HISTORIC PRESERVATION SPECIAL VALUATION AGREEMENT

This Historic Preservation Agreement (hereinafter referred to as "Agreement") is entered into on this 22 day of November, 2006, by and between Bernard Baker and Linda Ray (hereinafter referred to as "APPLICANT"), and the Bainbridge Island Historic Preservation Commission (hereinafter referred to as "COMMISSION").

WHEREAS, APPLICANT is the owner of record of the building or buildings commonly known as 5571 Welfare Ave., Bainbridge Island, State of Washington, and 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 COMMISSION 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 (25%) of the Assessed Value of the PROPERTY prior to the improvements; and

WHEREAS, the COMMISSION has verified that the PROPERTY is historic property that falls within a class of properties determined eligible for special valuation under BIMC Chapter 18.76; and

WHEREAS, the COMMISSION 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 recognition of the foregoing, the APPLICANT enters into this Agreement with the COMMISSION and agrees to adhere to the following terms and conditions for the ten-year period of special valuation classification:

1. APPLICANT agrees to comply with RCW 84.26.050 and 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.
2. Without the express written permission of the COMMISSION 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 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 COMMISSION, 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 Commission shall include, but not be limited to, any substantial structural change or any change in design, color or materials.
3. The PROPERTY shall not be demolished without the prior written consent of the COMMISSION.
4. If the PROPERTY is not visible from a public right of way, the APPLICANT shall make historic aspects of the PROPERTY accessible to the public one day each year.

5. The APPLICANT shall monitor the PROPERTY for its continued qualification for special valuation and notify the Kitsap County Assessor within 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 agreed to the terms of this Agreement nor file a notice of compliance form with the Kitsap County Assessor.
6. The APPLICANT and COMMISSION 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 or upon expiration of the ten-year period of special valuation commencing January 1, 2007, and ending December 31, 2017.

HOLD HARMLESS. The APPLICANT or its successors or assigns shall hold the State, the COMMISSION, and the City of Bainbridge Island harmless from any and all liability and claims which may be asserted against the State and the COMMISSION as a result of this Historic Preservation Special Valuation Agreement or the participation by the APPLICANT in the Special Valuation Program.

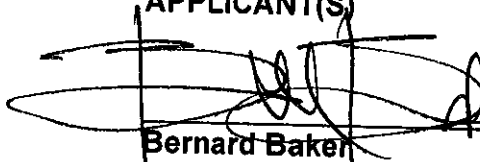
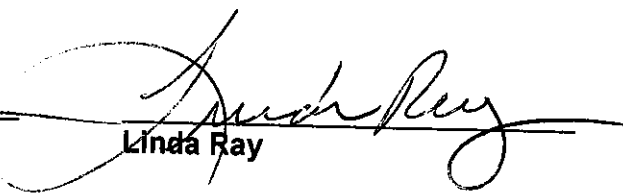
ACKNOWLEDGMENT. The APPLICANT acknowledges the potential tax liability involved when the property ceases to be eligible for Special Valuation.

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

This Agreement shall be duly recorded in the office of the Kitsap County Auditor, Kitsap County, Washington.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

APPLICANT(S)

 
Bernard Baker Linda Ray

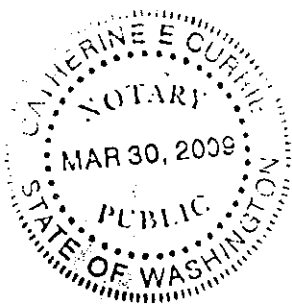
STATE OF WASHINGTON)

County of Kitsap)

) ss

On this 22 day of November, 2006, before the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Bernard Baker & Linda Ray to me known to be the individual that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.



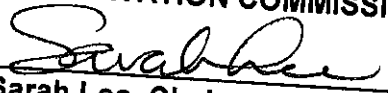

NOTARY PUBLIC

Name Catherine E. Currie

Residing at 9295 Wardwell Rd NE, Bainbridge, WA

My Commission Expires: 3/30/09

**BAINBRIDGE ISLAND HISTORIC
PRESERVATION COMMISSION**

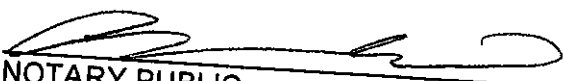

Sarah Lee, Chairperson

Historic Preservation Officer

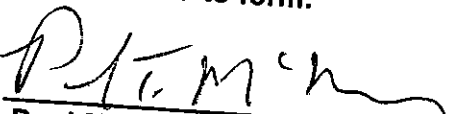
On this 22 day of November, 2006 before the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Sarah Lee, to me known to be the individual that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.




NOTARY PUBLIC
Name Catherine E. Currie
Residing at 9295 Wardwell Rd NE, Bainbridge
My Commission Expires: 3/30/09

Approved as to form:


Paul McMurray, City Attorney

By Darlene Kordonowy
Darlene Kordonowy, Mayor

On this 22 day of November, 2006, before the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Darlene Kordonowy, to me known to be the individual that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act for the uses and purposes therein mentioned.

[Signature]

Name Catherine E Currie

Residing at 9295 Wardwell Rd NE

My Commission Expires: 3130109 Bainbridge



EXHIBIT "A"

PROPERTY

The Property referenced in the Historic Preservation Special Valuation Agreement between Bernard Baker, and Linda Ray, and the Bainbridge Island Historic Preservation Commission is, specifically:

5571 Welfare Avenue

Parcel Numbers: 4144-001-020-0003

Legal Descriptions:

5571 Welfare Avenue

LOT 20, BLK 1, EAGLE HARBOR TRACTS TOGETHER WITH VACATED FISHER STREET

EXHIBIT "B"

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

1. REHABILITATION:

- A. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use property for its originally intended purpose.
- B. 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.
- C. 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.
- D. 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.
- E. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
- F. 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.
- G. 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.

- H. Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to, any project.
- I. 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.
- J. 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.

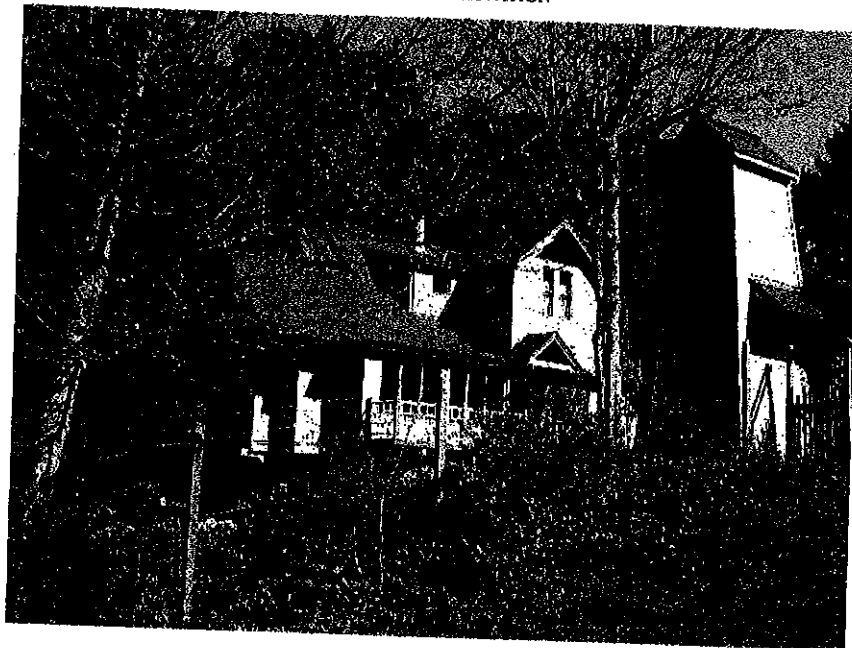
2. MAINTENANCE:

- A. Buildings and structures shall not be allowed to deteriorate beyond the point where routine maintenance and repair will return them to good condition.
- B. Buildings shall be kept in a safe and habitable condition at all times. Structural defects and hazards shall be eliminated. Any condition which constitutes a fire hazard shall be eliminated.
- C. Buildings shall be protected against ongoing water damage due to defective roofing, flashing, glazing, caulking, or other causes. Moisture condensation resulting from inadequate heat ventilation shall be eliminated if present at levels sufficient to promote rot or decay of building materials.
- D. Deteriorated exterior architectural features and any broken or missing doors and windows shall be repaired or replaced in kind.
- E. 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 repainted where required to maintain the mortar in sound condition. Finished repainting shall match the original mortar joint in hardness and appearance.

EXHIBIT "C"



BEFORE SOUTH ELEVATION



AFTER SOUTH ELEVATION