

Courier
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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 _____ day of _____, 2008, by and between Thomas S. and Sarah H. Bullock (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 "THE WELFARE HOUSE", 13045 NORTH MADISON AVENUE NORTH EAST, TAX PARCEL NO: 032502-4-072-2007 (2343408) SHORT PLAT NO. 4416, SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., CITY OF BAINBRIDGE ISLAND, KITSAP COUNTY, 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

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):

Thomas S. Bullock

Sarah H. Bullock

STATE OF WASHINGTON)

) ss

County of Kitsap)

On this ____ day of _____, _____, before the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared _____, 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 _____

Residing at _____

My Commission Expires: _____

Darlene Kordonowy, Mayor

County of Kitsap) ss
)

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

Name _____
Residing at _____
My Commission Expires: _____

William Shopes, Chairperson

STATE OF WASHINGTON) ss
County of Kitsap)

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

Name _____
Residing at _____
My Commission Expires: _____

Paul McMurray, City Attorney

EXHIBIT "A"

PROPERTY

The Property referenced in the Historic Preservation Special Valuation Agreement between Thomas S. and Sarah H. Bullock and the Bainbridge Island Preservation Commission is, specifically:

13045 North Madison Avenue N.E.

Parcel Numbers: **032502-4-072-2007**

Legal Descriptions:

13045 Madison Avenue N.E., Bainbridge Island, Washington 98346

03252E

RESULTANT PARCEL A OF BOUNDARY LINE ADJUSTMENT 3090549, BEING A PORTION OF LOT B SHORT PLAT 4416, AND ALL OF LOT A OF SAID SHORT PLAT 4416, SITUATE IN THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 25 NORTH, RANGE 2 EAST, W.M., CITY OF BAINBRIDGE ISLAND, KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 3; THENCE ALONG THE EAST LINE OF SAID SECTION 3, S01°00'09 W 1322.64 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE CONTINUING ALONG SAID EAST LINE, S01°00'09 W 418.84 FEET TO THE NORTH LINE OF THAT TRACT OF LAND DEEDED TO MARY MITCHELL IN VOLUME P OF DEEDS, PAGE 255, RECORDS OF KITSAP COUNTY, WASHINGTON; THENCE ALONG SAID NORTH LINE, N 88°16'25 W 30.00 FEET TO THE WEST RIGHT OF WAY OF N. MADISON AVENUE NE AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING N 88°16'25 W 777.33 FEET; THENCE S 01°13'30 W 209.25 FEET TO THE NORTH LINE OF THAT TRACT OF LAND DEEDED TO KATHERINA WEST IN VOLUME L OF DEEDS, PAGE 640, RECORDS OF KITSAP COUNTY, WASHINGTON; THENCE ALONG SAID NORTH LINE, S 88°15'44 E 778.14 FEET TO THE WEST RIGHT OF WAY OF N. MADISON AVENUE NE; THENCE ALONG SAID RIGHT OF WAY, N 01°00'09 E 209.41 FEET TO THE TRUE POINT OF BEGINNING; SUBJECT TO AND TOGETHER WITH EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

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"

PHOTOGRAPHS

HISTORICAL SIGNIFICANCE NARRATIVE:

The home was built for Captain Alfred Welfare. The actual construction date is in question: I have a picture that says the house was built in 1896, while the B.I. Inventory lists the construction date as "circa 1901". Welfare worked as a ship Captain with the Port Madison Sawmill Company, and later captained of the bark "Oakland", among other ships and barges. He also captained one of the cross-sound ferryboats during his lifetime.

The home stayed in the Welfare family for 3 generations, until Connie Welfare sold it to the Lovejoy family in the 1970s. The Kahn family built an addition to the North elevation in 1998, and we purchased the home in 1999.

PROPERTY DESCRIPTION NARRATIVE:

The property is a farmhouse, built between 1896 and 1901, on Madison Avenue just north of Day Road. The two-story house has a pitched front gable roof and original double hung windows. In 1998, an addition was built on the North elevation.

The original bay window shown in the early photograph on the East elevation was replaced with a one large 8 over 8 windows flanked by two smaller 8 over 8 windows (replacement date unknown). Similarly, the original front porch on the East elevation was replaced by a larger porch, and the porch on the South side of the house was enclosed (date also unknown).

PHOTOGRAPHS:

I have enclosed copies of two photographs that I obtained from the Kahn family when we purchased the home in 1999. The larger photo was taken before the smaller one (notice the growth of trees). The smaller photo shows Alfred Welfare Sr.'s wife, children and grandchildren. Notations on the back of the photograph state that Ivy Welfare was born in the house in 1896. I have the original photographs should you wish to see them.

SOURCES:

Alfred Welfare Sr. and Alfred Welfare Jr. files held at the Bainbridge Island Historical Museum.

HISTORIC PROPERTY INVENTORY FORM

IDENTIFICATION SECTION

Field Site No. 18-117 OAHF No. 2/19/87
Site Name Historic
Common Welfare House
Field Recorder 1W
Owner's Name Simon
Address 4404 Point White Dr. NE
City/State/Zip Code Bainbridge Island, WA 98110

STATUS

☒ Survey/Inventory
☐ National Register
☐ State Register
☐ Determined Eligible
☐ Determined Not Eligible
☐ Other (HABS, HAER, NHL)
☐ Local Designation

Classification ☐ District ☐ Site ☒ Building ☐ Structure ☐ Object

District Status ☐ NR ☐ SR ☐ LR ☐ INV

Contributing ☐ Non-Contributing ☐

District / Thematic Nomination Name

DESCRIPTION SECTION

Materials & Features / Structural Types

Building Type House
Plan Rectangular w/add.
Structural System Wood frame
No. of Stories 1.5

Cladding (Exterior Wall Surfaces)

☐ Log
☒ Horizontal Wood Siding
☐ Rustic / Drop
☐ Clapboard
☐ Wood Shingle
☐ Board and Batten
☐ Vertical Board
☐ Asbestos / Asphalt
☐ Brick
☐ Stone
☐ Stucco
☐ Terra Cotta
☐ Concrete / Concrete Block
☐ Vinyl / Aluminum Siding
☐ Metal (specify)
☐ Other (specify)

Integrity (Include detailed description in Description of Physical Appearance)

Changes to plan
Changes to windows
Changes to original cladding
Changes to interior
Other (specify)

Intact

Slight Moderate Extensive

PHOTOGRAPHY

Photography Neg. No. 1W1-16,17
Roll No. & Frame No.
View of Northwest
Date 11/6/86

State of Washington, Department of Community Development
Office of Archaeology and Historic Preservation
111 West 21st Avenue, KL-11
Olympia, WA 98504 (206) 753-4011

LOCATION SECTION

Address 13045 Madison Ave. NE
City/Town/County/Zip Code Bainbridge Island, Kitsap
Twp. 25 Range 2E Section 03 1/4 Section SE 1/4 Section
Tax No. / Parcel No. 0325024/040/2006 Acreage
Quadrangle or map name Suquamish
UTM References Zone 10 Easting 536000 Northing 5280790
Plot/Block/Lot
Supplemental Map(s)



High Styles / Forms (check one or more of the following)

☐ Greek Revival
☐ Gothic Revival
☐ Italianate
☐ Second Empire
☐ Romanesque Revival
☐ Stick Style
☐ Queen Anne
☐ Shingle Style
☐ Colonial Revival
☐ Beaux Arts / Neoclassical
☐ Chicago / Commercial Style
☐ American Foursquare
☐ Mission Revival
☐ Vernacular House Types
☒ Gable front
☐ Gable front and wing
☐ Side gable
☐ Spanish Colonial Revival / Mediterranean
☐ Tudor Revival
☐ Craftsman / Arts & Crafts
☐ Bungalow
☐ Prairie Style
☐ Art Deco / Art Moderne
☐ Rustic Style
☐ International Style
☐ Northwest Style
☐ Commercial Vernacular
☒ Residential Vernacular (see below)
☐ Other (specify)
☐ Cross gable
☐ Pyramidal / Hipped
☐ Other (specify)

NARRATIVE SECTION

Study Unit Themes (check one or more of the following)

- ☐ Agriculture
- ☒ Architecture/Landscape Architecture
- ☐ Arts
- ☐ Commerce
- ☐ Communications
- ☐ Community Planning/Development

- ☐ Conservation
- ☐ Education
- ☐ Entertainment/Recreation
- ☐ Ethnic Heritage (specify) _____
- ☐ Health/Medicine
- ☐ Manufacturing/Industry
- ☐ Military

- ☐ Politics/Government/Law
- ☐ Religion
- ☐ Science & Engineering
- ☐ Social Movements/Organizations
- ☐ Transportation
- ☐ Other (specify) _____
- ☐ Study Unit Sub-Themes (specify) _____

Statement of Significance

Date of Construction ca. 1901

Architect/Engineer/Builder _____

- ☐ In the opinion of the surveyor, this property appears to meet the criteria of the National Register of Historic Places
- ☐ In the opinion of the surveyor, this property is located in a potential historic district (National and/or local).

The home of Capt. E. Welfare, Jr. The Welfare family was associated with Port Madison.

Description of Physical Appearance

This simple wood frame dwelling is characterized by its moderately pitched front gable roof. An addition has been built at the south elevation. Windows are double hung.

Major Bibliographic References

Kitsap CO Assessor's Office
Kitsap County: A History