

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this 16th day of October, 2000, ("Effective Date"), by and between, **Alan and Bertha Dent** ("OWNERS"), owner of certain real property located in Santa Clara, and the City of Santa Clara, California, a chartered municipal corporation, ("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. Recitals.

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into contracts with the OWNERS of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNERS possess fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 1998 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 224-27-001 and generally located at the street address 1711 Main Street, in the City of Santa Clara, ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Exhibit A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Historic Resources Inventory.

(4) CITY and OWNERS, for their mutual benefit, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 of the California Revenue and Taxation Code.

B. Agreement.

NOW, THEREFORE, CITY and OWNERS, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

(1) Effective Date and Term of Agreement. This Agreement shall be effective and commence on OCTOBER 10th, 2000, and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended as provided in paragraph 2, below.

(2) Renewal.

(a) Each year on the anniversary of the effective date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNERS or CITY desire in any year not to renew the Agreement, OWNERS or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNERS to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNERS at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNERS may make a written protest of the notice. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNERS of nonrenewal. If either CITY or OWNERS serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution date or from the last renewal date of the Agreement, whichever may apply.

(3) Standards for Historical Property. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNERS shall preserve and maintain the characteristics of historical significance of the Historic Property. "The Secretary of Interior's Rehabilitation Standards," marked as Exhibit "B" to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNERS shall, when necessary or as determined by the Director of Planning and Inspection, restore and rehabilitate the property according to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation and in accordance with the attached schedule of potential home improvements, drafted by the applicant owners and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as Exhibit "C" to this agreement, and incorporated herein by this reference.

(c) OWNERS shall allow for periodic examinations, by prior

appointment, of the interior and exterior of the Historic Property by representatives of the County Assessor, State Department of Parks and Recreation, State Board of Equalization, and the CITY. The Director of Planning and Inspection shall determine when periodic examinations may be necessary to determine the eligibility of the property involved, and to determine the OWNERS' compliance with the terms and provisions of this Agreement.

(4) Provision for Information.

(a) OWNERS hereby agree to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNERS to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNERS' compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNERS and approved by the City Council.

(5) Cancellation.

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines any one of the following:

- (i) the OWNERS breached any of the terms or conditions of this Agreement;
- (ii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property;
- (iii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards as provided for in the Uniform Codes as adopted by the City Code, which include, but are not limited to the Uniform Housing Code, the California State Historic Building Code, the Uniform Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings;
- (iv) the OWNERS have not complied with any other local, state, or federal laws and regulations.

(b) CITY may also cancel this Agreement if it determines that the OWNERS have failed to restore or rehabilitate the property in the manner specified in

subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNERS shall be subject to payment of those cancellation fees set forth in California Government Code Sections 50280, et seq.

(6) No Waiver of Breach.

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by OWNERS if CITY does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

(7) Arbitration.

(a) Any controversies between OWNERS and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to arbitration upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand arbitration by filing a written demand with the other party.

(c) The parties may agree on one arbitrator. If they cannot agree on one arbitrator, there shall be three: one named in writing by each of the parties within five days after demand for arbitration is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the arbitrator(s) or to furnish the arbitrator(s) with any papers or information demanded, the arbitrator(s) may proceed ex parte.

(d) A hearing on the matter to be arbitrated shall take place before the arbitrator(s) in the city of Santa Clara, County of Santa Clara, state of California, at the time and place selected by the arbitrator(s). The arbitrator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the arbitrator(s). The arbitrator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) If there is only one arbitrator, his or her decision shall be binding and conclusive on the parties; and if there are three arbitrators, the decision of any two shall be binding and conclusive. The submission of a dispute to the arbitrator(s) and

the rendering of a decision by the arbitrator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Arbitration Act.

(f) The costs of arbitration shall be borne by the losing party or shall be borne in such proportions as the arbitrator(s) determine.

(8) Binding Effect of Agreement.

(a) The OWNERS hereby subject the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNERS hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNERS' successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNERS hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNERS' legal interest in the Historic Property.

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit, which includes, but is not limited to the benefit to the public street generally located at **1711 Main Street**, CITY, public, and OWNERS.

(9) Notice.

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

CITY: City of Santa Clara
Attn: City Clerk
1500 Warburton Avenue
Santa Clara, CA 95050

OWNERS: Alan and Bertha Dent
1711 Main Street
Santa Clara, CA 95050

(b) Prior to the entering a contract for sale of the Historic Property, OWNERS shall give thirty (30) days notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

(10) No Partnership or Joint Enterprise Created. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

(11) Hold Harmless and Indemnification. To the extent permitted by law, OWNERS agree to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom for which OWNERS shall become legally liable arising from OWNERS' acts, errors, or omissions with respect to or in any way connected with the prosecution of the work performed by OWNERS pursuant to this Agreement.

(12) Attorneys' Fees. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court or arbitrator, in addition to costs and other relief ordered by the court.

(13) Restrictive Covenants Binding. All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

(14) Mills Act Historic Property Contract Application Requirements. An application for a Mills Act Historic Property Contract shall be made through the Planning Division and shall include the following:

- a. a Historic Resources Inventory form;
- b. the description of the preservation or restoration efforts to be undertaken

as referenced in paragraph 3 (b) as Exhibit "C";

- c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,
- d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

(15) Mills Act Historic Property Contract Approval. Based upon the Historic and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNERS. The decision of the City Council shall be final and conclusive in the matter. Failure of the Council to act on a Mills Act Historic Property Contract within 45 days shall be deemed to be a denial.

(16) Recordation. No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Clara.

(17) Fees. The Planning Department may collect such Mills Act Historic Property Contract application fee of \$200.00 (two hundred dollars), or other fees for the administration of this contract as are authorized from time to time by the City Council. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS' updated Historic Resources Inventory form.

(18) Ordinary Maintenance. Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Planning and Inspection determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California State Historic Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) California State Historic Building Code. The California State Historic Building Code ("SHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The SHBC shall be used in the CITY's building permit procedure for any Historic Property which is subject to the provisions of a Mills Act Historic Property Contract, except as otherwise provided in this agreement or the SHBC. Nothing in this agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing laws, ordinances, rules, regulations, and standards to protect the health,

safety, welfare, and property of the owners or occupants of the Historic Property or the public.

(20) Preservation Easements.

(a) Preservation easements on the facades of buildings designated as a Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.

(b) The owner(s), occupant, or other person in actual charge of a Historical Property or a resource, building, or structure shall keep in good repair all of the exterior portions of such Historic Property, resource, building, or structure, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(c) It shall be the duty of the Director of Planning and Building Inspection to enforce this section.

(21) Severability. If any section, sentence, clause, or phrase of this contract is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions, or portions of this contract, and shall not be affected thereby. The City Council hereby declares that it would have passed this contract and adopted this contract, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

(22) Integrated Agreement - Totality of Agreement. This Agreement embodies the agreement between CITY and OWNERS and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

(23) Captions. The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

(24) Statutes and Law Governing Contract. This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

(25) Amendments. This Agreement may be amended, in whole or in part,

only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, CITY and OWNERS have executed this Agreement on the day and year first written above.

CITY OF SANTA CLARA

APPROVED AS TO FORM:

By: *By M. Downey (Ran)*
MICHAEL R. DOWNEY
City Attorney

ATTEST:

By: *J. E. Boccignone*
J. E. BOCCIGNONE
City Clerk

By: *Jennifer Sparacino*
JENNIFER SPARACINO
City Manager

Address:
1500 Warburton Avenue
Santa Clara, California 95050
Telephone: (408) 984-3000

"City"

(Signature of Person(s) executing the Agreement on behalf of Owner(s))

By: *AMD*
Alan Michael Dent Title: Owner
and

By: *BMB*
Bertha Maria Banuet Dent Title: Owner

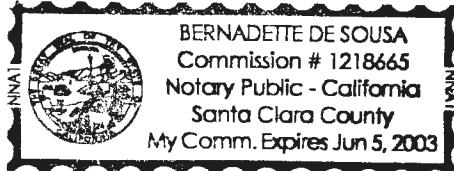
Local Address: 1711 Main Street
Santa Clara, CA 95050
Telephone: (408) 249-8532

I:\p\2000\hlc\millsact\1711Maincontract

California All-Purpose Acknowledgment

STATE OF CALIFORNIA)
)
)ss
COUNTY OF SANTA CLARA)

On October 23, 2000, before me, Bernadette DeSousa, a Notary Public in and for said County and State, personally appeared Jennifer Sparacino personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Bernadette DeSousa
NOTARY PUBLIC, STATE OF CALIFORNIA

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Historic Property Preservation Agreement (Mills Act) - 1711 Main Street.

California All-Purpose Acknowledgment

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA CLARA)

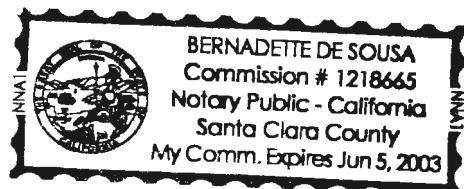
On October 13, 2000, before me, Bernadette DeSousa, a Notary Public in and for said County and State, personally appeared Alan Michael Dent and Bertha Maria Banuet Dent proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Bernadette Delaosa
NOTARY PUBLIC, STATE OF CALIFORNIA

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Historic Property Preservation Agreement - 1711 Main Street.



The Legal Description of Historic Property

Exhibit "A"

Assessor's Parcel Number: 224-27-001

Address: 1711 Main Street

Legal Description:

Situated in the City of Santa Clara

BEGINNING at the intersection of the Northwesterly line of Reeve Street, with the Northeasterly line of Main Street, as said Streets are shown on the Map hereinafter referred to; thence Northeasterly along the Northwesterly line of said Reeve Street, 102.50 feet to the Southernmost corner of that certain parcel of land as conveyed by Frances Dutra Andrada to Arthur J. Williams, et ux, by Deed dated December 4, 1945 and recorded December 11, 1945 in Book 1301 of Official Records, Page 376, Santa Clara County Records; thence Northwesterly along the said Southwesterly line of said parcel so conveyed to Williams, 60 feet, more or less, to the Easternmost corner of that certain parcel of land as conveyed in the Deed from Frances Dutra Andrada to Joseph L. Mello, et ux, dated November 6, 1947 and recorded November 6, 1947 in Book 1453 of Official Records, Page 237, Santa Clara County Records; thence Southwesterly along the Southeasterly line of said parcel so conveyed to Mello, 102.50 feet to the said Northeasterly line of Main Street; thence Southeasterly along said Northeasterly line of Main Street, 60 feet to the point of beginning.

Being a portion of Lot 3 of Block 8 North, Range 1 West, as shown upon that certain Map entitled, "Map of the town and sub-lots of Santa Clara, Santa Clara County, California, surveyed by J.J. Bowen, County Surveyor, July, 1866", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, in Book "B" of Maps, at Page 103.

Assessor's Parcel Number: 224-27-001

The Secretary of Interior's Rehabilitation Standards
Exhibit "B"

"Rehabilitation means the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values."

The following "Standards for Rehabilitation" shall be used by the Secretary of the Interior when determining if a rehabilitation project qualifies as "certified rehabilitation" pursuant to the Tax Reform Act of 1976, the Revenue Act of 1978, and the Economic Recovery Tax Act of 1981. These standards are a section of the Secretary's "Standards for Historic Preservation Projects" and appear in Title 36 of the Code of Federal Regulations, Part 67 (formerly 36 CFR Part 1208).

1. 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 a property for its 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 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, wherever 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 duplications 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 archeological 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. 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.

GUIDELINES FOR APPLYING THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

The following guidelines are designed to help individual property owners formulate plans for the rehabilitation, preservation, and continued use of historic buildings consistent with the intent of the Secretary of the Interior's "Standards for Rehabilitation." The guidelines pertain to buildings of all occupancy and construction types, sizes, and materials. They apply to permanent and temporary construction on the exterior and interior of historic buildings as well as new attached or adjacent construction.

Techniques, treatments, and methods consistent with the Secretary's "Standards for Rehabilitation" are listed in the "recommended" column on the left. Not all recommendations listed under a treatment will apply to each project proposal. Rehabilitation approaches, materials, and methods which may adversely affect a building's architectural and historic qualities are listed in the "not recommended" column on the right. Every effort will be made to update and expand the guidelines as additional techniques and treatments become known.

Specific information on rehabilitation and preservation technology may be obtained by writing to the Technical Preservation Services Division, National Park Service, U.S. Department of the Interior, Washington, D.C. 20240, or the appropriate State Historic Preservation Officer. Advice should also be sought from qualified professionals, including architects, architectural historians, and archeologists skilled in the preservation, restoration, and rehabilitation of old buildings.

To: Gloria Sciara
Historic Resources Coordinator
City of Santa Clara, City Planning Office

From: Alan M. Dent & Bertha M. Banuet-Dent

Subject: Application for Mills Act Historic Property Contract for 1711 Main Street

- 1) We are requesting to enter into a Mills Act Contract for our property at 1711 Main Street in Santa Clara, Parcel number 224-27-1.
- 2) The house is listed in the City of Santa Clara Architecturally or Historically Significant Properties as Adopted by City Council April, 1991, rev. 3/15/99. It is listed as a Pioneer Gothic revival with an uncertain build date of 1905. The house does have square nails which were supposedly discontinued prior to 1900.
- 3) The Historic Resources Inventory on this house is on file at the City Planning Offices and was prepared Jan. 1981 with previous owners.
- 4) We purchased the house in March of 2000. While the basic structure of the house was in good condition, the house suffers from substandard work, uncompleted remodeling, and generally poor upkeep. The house inspection report generalized that other than the electric, gas, water, mud sill foundation, garage, yard, enclosed rear addition roof and floor, lack of appliances (furnace, stove, washer/dryer etc.), floors, and peeling paintjob, the house was in good shape. The Inspection report is available upon request.
- 5) The basic house measures 24'x36' or around 864 sq. ft. At the time of purchase, the previous homeowner included the upstairs section in the area calculation but that area is not habitable since it lacks ventilation, windows, and egress.
- 6) I am estimating that I can afford around \$10,000/year for home rehabilitation while our property tax is close to \$4000/year. I do not want to go further in debt to make the house more livable so the benefits that a Mills act contract would have on the house are direct.
- 7) The following is an itemized list that we are considering as part of the rehabilitation process. We are willing to consider any suggestions you may have.
 1. **Rewire House** –This project is already in process. House originally had 30 amp single phase fuse box and knob & tube wiring. A Romex circuit was recently added by the previous owner but not installed properly. Floor sockets are not covered and wire junctions are just hanging. Current wiring is a safety hazard; especially since we are expecting a child in October (year 0).
 2. **Paint Outside House** - Exterior paint is peeling and falling off. Many surfaces are not covered. Scrape old paint, possible lead paint hazard. (Year 1)

3. **Paint Inside House** –Interior white paint is more yellow. Walls are inconsistent in material, texture, and cover. Possible lead paint hazard. (year 1)
4. **Install kitchen cabinets** –There are no cabinets or counters in the kitchen. (year 1)
5. **Remove ugly aluminum shed** -Previous owner placed shed in driveway. (year 2)
6. **Remove Chain link fence and replace with wood picket fence**-Chain link fence is a tacky eyesore and is not of period. (year 2-3)
7. **Repair/Replace and re-finish floorboards** –Softwood floorboards are missing, soaked in Termite poison, replaced with fiberboard, and in need of refinishing.(year 3-4)
8. **Install Sprinkler System and repair yard**–although not of historic period, a sprinkler system is needed to properly water the yard before the yard is replanted. The yard is mainly weeds. (year 4-5)
9. **Replace Garage** –The current garage roof is exposed and open, much of the garage is damaged, and the wood floors are unserviceable. The current garage measures 10'x30' and makes the backyard un-useable. We would replace the garage with a 20'x24' garage. The appearance would be closer to that of a barn in that the door style would remain similar (swing out). (year 1-4)
10. **Install Basement** –With under 900 sqft of living space and not permitted to build up, we would like to replace the Mud Sill foundation with a cement basement foundation. The 100 year old wood currently in contact with the ground does show signs of damage. (years 5-8)
11. **Ventilate Roof** –Currently the roof lacks any ventilation except for the holes in the roof. We need suggestions as to what methods are acceptable. (year 1-2)
12. **Install heating/AC system** –The house does not have any type of HVAC. (year 1)
13. **Install new plumbing** –Replace current plastic hose main pipe with copper pipe. Finished after new basement. (year 8)
14. **Add on to rear of house** –We have been advised that the house cannot be made any wider, our only choice is then to make the house longer. When the basement is added, we will need to move the house forward a few feet to allow room for adding on. (Year 7-10).
15. **Move water heater inside** –When we bought the house, the water heater was outside and exposed on a rotting wooden stand outside. I have temporarily placed it on a metal stand in a metal enclosure. Considerations for the water heater are to place it inside the basement or garage once completed. There is not any room currently inside the house for the water heater.
16. **Build wood enclosure for electrical panel.** The metal electrical panel would look better inside a wooden enclosure. (year 1-3)

Ac.
Alan M. Dent

Homeowner
1711 Main Street
Santa Clara, CA 95050
(408) 249-8532 (h)
(408) 584-4117 (w)

Bertha M. Banuet-Dent

Bertha M. Banuet-Dent

HISTORIC RESOURCES INVENTORY

Ser. No. _____

HABS _____ HAER _____ NR _____ SHL _____ Loc _____

UTM: A 10/593140/4134680 B _____

C _____ D _____

IDENTIFICATION

1. Common name: none

2. Historic name: none

3. Street or rural address: 1711 Main Street

City Santa Clara

Zip _____

County Santa Clara

4. Parcel number: 224-27-1

5. Present Owner: John and Mary Flor

Address: 1711 Main Street

City Santa Clara

Zip 95050

Ownership is: Public

Private _____

6. Present Use: residence

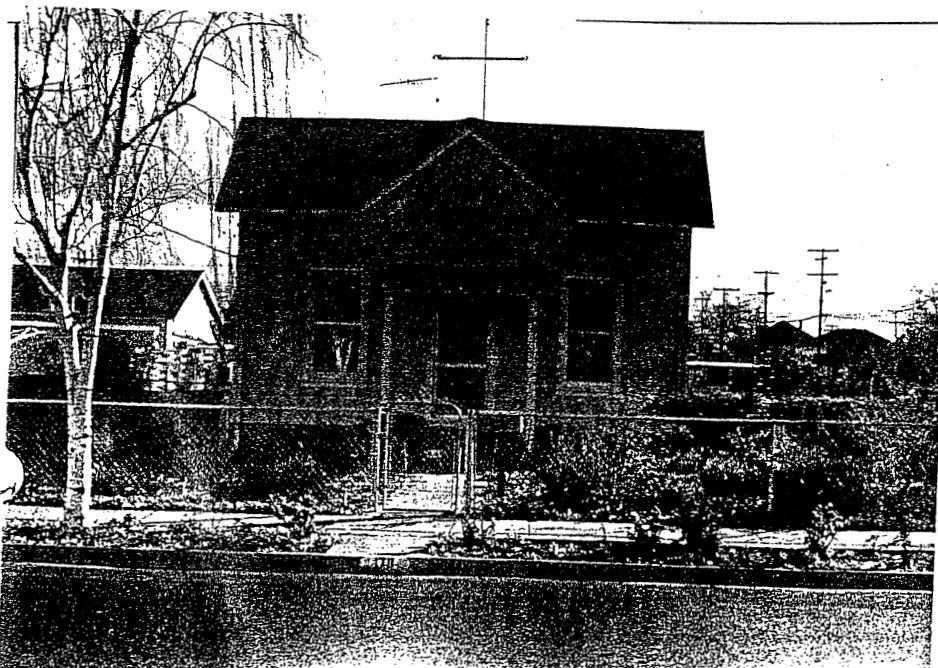
Original use: residence

DESCRIPTION

7a. Architectural style: Pioneer/Gothic Revival

7b. Briefly describe the present *physical description* of the site or structure and describe any major alterations from its original condition:

1711 Main Street is a one-story, square in plan, Pioneer and Gothic Revival cottage. The most notable element of the style is the center gable at the roof facade. The house is sheathed in shiplap siding. A plain frieze, trimmed in white, highlights the cornice. The centered front door is covered by a small shed roof supported by two squared wood columns. The facade is symmetrical with double-hung windows located on either side of the porch. A paneled front door can be seen behind the screen door.



8. Construction date: 1901-19
Estimated 1901-19 Factual _____

9. Architect unknown

10. Builder unknown

11. Approx. property size (in feet)
Frontage _____ Depth _____
or approx. acreage _____

12. Date(s) of enclosed photograph(s)
March '79

13. Condition: Excellent G. Fair Deteriorated No longer in existence

14. Alterations: no apparent exterior alterations

15. Surroundings: (Check more than one if necessary) Open land Scattered buildings Densely built-up
Residential Industrial Commercial Other: _____

16. Threats to site: None known Private development Zoning Vandalism
Public Works project Other: Gen. Plan

17. Is the structure: On its original site? Moved? Unknown?

18. Related features: _____

SIGNIFICANCE

19. Briefly state historical and/or architectural importance (include dates, events, and persons associated with the site.)

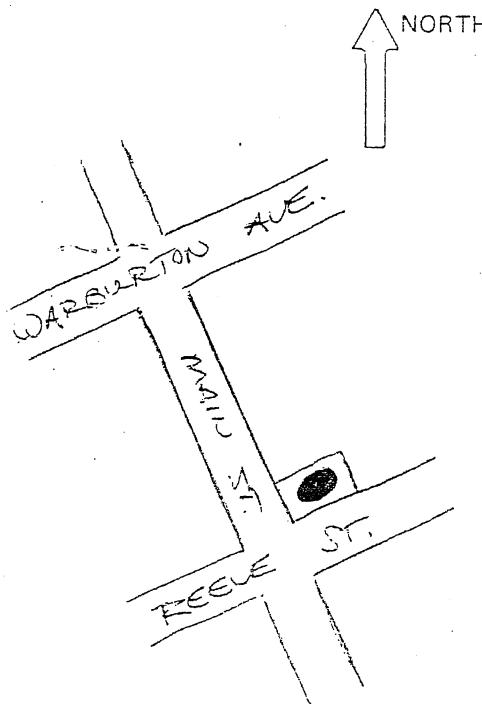
1711 Main Street represents an example of Pioneer and Gothic styles combined to form a small workingman's cottage. While the house does not qualify for listing on the National Register, it has been noted as an example of a particular style locally, and is located within one of Santa Clara's oldest neighborhoods. Examination of Sanborn Fire Insurance Maps, and City directories show that the house was built sometime between 1901 and 1919.

20. Main theme of the historic resource: (If more than one is checked, number in order of importance.)
Architecture Arts & Leisure _____
Economic/Industrial Exploration/Settlement _____
Government _____ Military _____
Religion _____ Social/Education _____

21. Sources (List books, documents, surveys, personal interviews and their dates).
Sanborn Fire Insurance Maps,
1891, 1901, 1930
City directories, 1900, 1920,
1925.

22. Date form prepared Jan. 1981
By (name) Urban/Rural Conservation for
Organization City of Santa Clara
Address: 1500 Warburton Avenue
City Santa Clara Zip 95050
Phone: 984-3111

Locational sketch map (draw and label site and surrounding streets, roads, and prominent landmarks):





THE CITY OF SANTA CLARA

CALIFORNIA

OFFICE OF THE
CITY CLERK/CITY AUDITOR
www.ci.santa-clara.ca.us

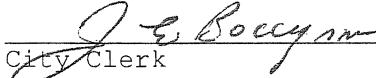
CITY HALL
1500 WARBURTON AVE.
SANTA CLARA, CA 95050
(408) 615-2220
FAX (408) 241-6771

EXTRACT OF CITY COUNCIL MINUTES OF THE CITY OF SANTA CLARA FOR MEETING HELD ON OCTOBER 10, 2000

....."**MOTION** was made by Diridon, seconded and unanimously carried (Matthews and Nadler absent), that, per the Director of Planning and Inspection (8/24/00), the Council **approve** and authorize the City Manager to execute a **Historic Property Preservation Agreement (Mills Act)** with **Alan and Bertha Dent** for the property located at **1711 Main Street** which will qualify the property for tax incentives.".....

I, the undersigned City Clerk of the City of Santa Clara, do hereby certify that the above and foregoing is a true and correct copy of an Excerpt of the Minutes of a meeting of the City Council of the City of Santa Clara, held on

October 10, 2000,



City Clerk