



## Agenda Report

21-429

Agenda Date: 5/6/2021

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### REPORT TO HISTORICAL AND LANDMARKS COMMISSION

#### **SUBJECT**

Public Hearing: Consideration of a Historical Preservation Agreement (Mills Act Contract) for 834 Main Street

#### **BACKGROUND**

Property owners Andrew and Rebecca Fung are requesting a Historical Preservation Agreement (Mills Act Contract) for the property located at 834 Main Street. A requirement of the Mills Act is that the building must be a qualified structure, listed on either a local, State or National register. The property is currently listed on the City's Historic Resource Inventory (HRI) for age and architectural integrity of the residential structure.

The property is located on the west side of Main Street, approximately 85 feet north of Lexington Street. The existing residence is an approximately 1,028 square-foot, one-story Spanish Revival architectural style constructed circa 1932. Typical of a Spanish Revival style home, the main house features a low-pitched, cross-gabled roof with a prominent front-facing gable. The property has had minimal external alteration since its construction except for the new aluminum framed windows that have replaced the original wood framed windows. At some point in time, the existing garage was converted to an accessory dwelling unit and sometime between 1979 and 1993, it was later converted back to garage. No permits were obtained from the City for either conversions. The original garage door has been replaced.

The proposal includes approval of a Mills Act Contract and adoption of a 10-Year Restoration and Maintenance Plan associated with the Historical Preservation Agreement.

#### **DISCUSSION**

A Department of Recreation (DPR) 523A Form was prepared by Lorie Garcia of Beyond Buildings on October 1, 2020, assessing the historical significance of the property, and is attached to this report. The evaluator finds 834 Main Street has been well maintained and its architectural integrity has only been slightly diminished with the historic use of the building remaining the same. The evaluator concluded that the property continues to retain sufficient integrity to qualify as a historic property since first designated as a Historically Significant Property based on the National Register of Historic Places Criteria, the California Register of Historic Resources Criteria and the City's Local Significance Criteria as articulated in the report.

The property owners have submitted a statement of justification and 10-Year Plan for restoration and maintenance of the property. The Plan includes repair and replacement of the nonfunctional rain gutters, replacement and repair of dry rot in garage eaves, restoring the original wood framed windows, fixing window leaks, replacing the rotting and termite damaged fence and gate, upgrading the electrical box and repainting the exterior house and trim.

Staff finds that the work proposed in the 10-Year Restoration and Maintenance Plan adheres to the Secretary of the Interior's Standards for Rehabilitation. The proposed improvements support the preservation, protection, and maintenance of a locally designated significant structure.

### **ENVIRONMENTAL REVIEW**

The Mills Act program is exempt from the California Environmental Quality Act (CEQA) environmental review requirements per CEQA Section 15331, which exempts project limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior Standards.

### **PUBLIC CONTACT**

No public comments have been received at the time of preparation of this report.

### **RECOMMENDATION**

Staff recommends that the Historical and Landmarks Commission find that the Mills Act Application and associated 10-Year Plan for restoration and maintenance accomplish the intent of preserving and maintaining the historical significance of the property; and therefore, recommend Council approval of a Mills Act Contract, and the adoption of a 10-Year Restoration and Maintenance Plan associated with the Historical Preservation Agreement.

Prepared by Nimisha Agrawal, Associate Planner  
Approved by Gloria Sciara, Development Review Officer

### **ATTACHMENTS**

1. Legal Property Description
2. Historic Survey (DPR 523A Form)
3. Secretary of the Interior's Standards for Rehabilitation
4. Statement of Justification
5. 10-Year Restoration and Maintenance Plan
6. Draft Historic Property Preservation Agreement

**EXHIBIT A**

The land referred to is situated in the County of Santa Clara, City of Santa Clara, State of California, and is described as follows:

Beginning on the Southwesterly line of Main Street, distant thereon Northwesterly 56 feet from the intersection thereof with the Northwesterly line of Lexington Street; thence from said point of beginning Northwesterly along said line of Main Street, 73.50 feet; thence at right angles Southwesterly 77.50 feet to the Northeasterly line of the Parcel of Land conveyed to George J. Harkey, et ux, by Deed recorded February 27, 1923, Book 14 Official Records, Page 494; thence Southeasterly along said Northeasterly line of said Harkey Parcel of Land and the Southeasterly prolongation thereof, 73.50 feet; thence Northeasterly at right angles, 77.50 feet to the point of beginning and being a portion of Lot 2 in Block 2 South, Range 2 West in said City of Santa Clara.

APN: 269-28-062  
ARB: 269-28-006  
ARB1: 269-28-006-01

*I have read & understand this report.*

*Rebecca Stutz*      1/19/2021  
*Aust*                      1/19/2021



State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**PRIMARY RECORD**

Primary# \_\_\_\_\_  
HRI# \_\_\_\_\_  
Trinomial \_\_\_\_\_  
NRHP Status Code \_\_\_\_\_  
Other Listings \_\_\_\_\_  
Review Code \_\_\_\_\_ Reviewer \_\_\_\_\_ Date \_\_\_\_\_

Page 1 of 18 \*Resource Name or #: (Assigned by recorder) *Harold Slavens House*

P1. Other Identifier: *Slavens House*

\*P2. Location:  Not for Publication  Unrestricted \*a. County *Santa Clara*  
and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

\*b. USGS 7.5' Quad *San Jose West* Date *1980 photo revised* T *7S*; R *1W*; *unsectioned*; *Mt. Diablo B.M.*

c. Address *834 Main Street* City *Santa Clara* Zip *95050*

d. UTM: (Give more than one for large and/or linear resources) Zone \_\_, \_\_ mE/ \_\_ mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)  
*Assessor's Parcel Number: 269-28-062*

*West side of Main Street between Homestead and Lexington Streets*

\*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

*834 Main Street is located in the urban setting of an L-shaped block, which partially surrounds a large open park area and that was developed over a span of a century. The northeastern half of the block was originally developed during the 1850s and redeveloped a century later; the western quarter of the block, the Jackson Street block face, remained undeveloped land until it was developed in the first decade of the twentieth century and has remained intact since then. The southeastern portion, the lower Main Street block face, was also developed in the 1850s and then redeveloped in the first third of the twentieth century while the northeastern portion of Main Street, which connects with Homestead Road, was redeveloped in the last half. Since the 1960s, the northern portion of the block has*  
(Continued on page 2, form 523L)

\*P3b. Resource Attributes: (List attributes and codes) *HP2 Single – Family Property*

\*P4. Resources Present:  Building  Structure  Object  Site  District  Element of District  Other (Isolates, etc.)

**P5a. Photograph or Drawing** (Photograph required for buildings, structures, and objects.)

\*P5b. Description of Photo: (view, date, accession #)

*Front façade (view from street facing west)*  
*Photo No:100\_2690, 09/2020*

\*P6. Date Constructed/Age and Source:

Historic  Prehistoric  Both

*Constructed 1932*

*Assessor's Records; Sanborn maps; Polk City & County Directories*

\*P7. Owner and Address:

*Andrew Hok-Cay Fung & Rebecca Sanders Fung*  
*Vincent Lap Wing Fung & Julie Suk-Mei Fung*  
*834 Main Street*  
*Santa Clara, CA 95050*

\*P8. Recorded by: (Name, affiliation, and address)

*Lorie Garcia*  
*Beyond Buildings*  
*P.O. Box 121*  
*Santa Clara, California 95052*

\*P9. Date Recorded: *October 1, 2020*

\*P10. Survey Type: (Describe) *Intensive*

\*P11. Report Citation: (Cite survey report and other sources, or enter "none.") *Historic Resources Inventory Form "Slavens House," Nov. 8, 1993.*

\*Attachments: NONE  Location Map  Continuation Sheet  Building, Structure, and Object Record  Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  Artifact Record  Photograph Record  Other (List):





(Continued from page 1, Form 523A, P3a. Description)

*undergone multiple changes, including its widening and name change from Liberty Street to Homestead Boulevard. Currently the area is developed with a mix of mostly single-family construction with a multi-story senior housing building fronting on Main Street and commercial properties facing on Homestead Boulevard.*

*The specific property on which this residence is located is a center lot fronting on Main Street with single family construction to the side and rear. With the exception of the lot on which the subject property is located, which is 73' wide, the majority of the single-family lots have similar widths ranging from 45" to 55,' and similar lengths at 75.' The homes also have similar setbacks from the street with urban sized front yards and, with the exception of the Homestead block face, the streetscape is a pleasant one which evokes the sense of an early neighborhood.*

*Constructed in 1932, the primary building on the site is a 1,028 sq. ft., one-story house, designed in the Spanish Revival architectural style. Set on a small 5,662 sq. ft. lot, the house fronts roughly east onto Main Street and is set back from the street allowing for an open landscaped area with a cultivated lawn and planting beds with ornamental shrubbery. A sinuous red brick walkway, leads from both the front sidewalk and driveway to the front entry landing. A branch off of this walkway continues past the front of the house to an entry gate that provides access the rear of the site. The house is offset on its 73' x 77.5,' lot allowing for a relatively large north side-yard. A narrow planting bed and a concrete driveway which opens onto Main Street, are located on the south side. The rear of the property is shallow but connects with the north side-yard to form a large L-shaped open area, which includes lawn area, planting beds and large trees.*

*The plan of this single-family residence is basically L-shaped. It has a low-pitched, cross-gabled roof with a prominent, front-facing gable (usually found in Spanish Revival L-shaped houses), punctuated by a small rounded arrow-shaped tower roof. A secondary flat roof covers the rear body of the house. A similar flat roof is found behind a parapeted wall on the garage and on the arcaded wing wall, which connects the house and the garage. The gabled roof and garage parapet are sheathed with regularly laid, individual, straight barrel red mission tiles placed in interlocking rows, alternately facing up and down and the flat roof is covered with gravel and tar. Both roof styles are characteristic of Spanish Revival architecture. The tiled roof has little eave-overhang. Weep holes, a typical Spanish*

*Revival detail, are set close to the eaves in the front and side facing gable faces. The façade is asymmetrical, due to a round tower that projects between the front-facing and side gables. Note: whether round, square or polygonal, a tower is a common elaboration found in Spanish Revival houses, as is the home's arcaded wing wall. The house has two chimneys with elaborated chimney tops (common to Spanish Revival architecture). One punctuates the roof in the center of the house and the other an external, red brick chimney, with the bricks laid in a decorative pattern, projects from the north side-elevation.*

*The house is set over a partial basement, which elevates the living area approximately 18" above the ground. The walls of the house are finished with stucco and, as there is no eave or trim beneath the gable in a Spanish Revival house, the wall surface extends into the gable without a break.*

(Continued on page 3, Form 523L)

**Description of Photo:** (view, date, accession #)  
(Camera pointing NW) South side-elevation, tower, front facade, arcaded wing wall and garage. Photo No: 100\_2692; 9/2020.

**Supplemental Photograph or Drawing**





(Continued from page 2, Form 523L)

The garage is set towards the rear of the property on the south property line. Like the main body of the house and the attached arcaded wing wall, it is sheathed in stucco and has a small extension clad in wide horizontal siding at the rear. A wooden man door, located towards the front of its north side elevation, provides entry to the garage from the back yard. A new garage roll-up door in the front facade has replaced the original large 12-pane window, which, as seen in a 1979 photo, was in place when this part of the structure was used as an accessory dwelling unit.

The main entry to the house is through an arched entryway in the tower that projects between the front façade and south side-elevation. It is accessed from the street by two (2) wide, red brick steps leading to a large, square, open, red brick porch. A similar set of steps provides access from the driveway. A large, rectangular red brick planter with ornamental shrubbery is set between the inner edge of each set of steps and the house wall, with an L-shaped red brick planter set at the open porch corner. The front, or main door, is centered in the tower's small, round, sheltered entry space. This original, solid wood plank door is one of the typical Spanish Revival patterns for doors. It has simple wood molding door surrounds.

Located in the rear façade and sheltered by the arcaded wing wall, a secondary entrance provides access to the house from both the garage and the rear of the property. Access to this door is by a two-step wood landing. The door (not original) has 2 large, metal-framed panes of clear glass set in the top half of a solid door.

A wood-plank, arched Dutch-door, set into the wing wall's arched opening, secures access from the driveway to the rear house entry, the garage's man-door entry and the rear yard.

Fenestration of the front facing gable and the street-side elevation of the south facing gable, currently consists of a large, centered, vertically orientated, rectangular 12-paned aluminum window, which had by 1993 replaced the original wood-framed casement windows. Plain molding frames these windows. Fenestration of the remainder of the house consists of large, rectangular, vertically-orientated, 1-over-1 double hung windows, with two medium-size square windows at the rear of the south side-elevation and a similar window on the rear façade. With the exception of the rectangular 1-over-1 double-hung windows on the north side-elevation and one medium-size square double-hung window on the south side-elevation, all of which are original wood framed windows, the original windows have been replaced with new, aluminum framed, 1-over-1 double-hung windows. However, all of the house's windows are set into their original openings. All the double-hung windows have a projecting sill and are surrounded by narrow, wooden, molded frames.

The property is in very good condition and, with the exception of the new windows and garage door, appears to have had little external change since its construction.



\*NRHP Status Code *N/A*

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\*Resource Name or # (Assigned by recorder) *Harold Slavens House*

B1. Historic Name: *Harold Slavens House*  
 B2. Common Name: *Slavens House*  
 B3. Original Use: Single family residential B4. Present Use: *Single family residential*

\*B5. Architectural Style: *Spanish Revival*  
 \*B6. Construction History: (Construction date, alterations, and date of alterations)

*The residence was constructed in 1932. Original wood framed front casement windows replaced pre-1993. Rear and south side-elevation windows (except kitchen window) replaced post-1993. Accessory dwelling unit converted to garage and its large front window replaced with garage door, between 1979 and 1993.*

\*B7. Moved?  No  Yes  Unknown Date: \_\_\_\_\_ Original Location: \_\_\_\_\_

\*B8. Related Features: *None.*

B9a. Architect: *Not known* b. Builder: *Not known*

\*B10. Significance: Theme Architecture and Shelter Area Santa Clara Old Quad  
 Period of Significance 1932-1978 Property Type Residential Applicable Criteria none  
 (Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

*The parcel located at 834 Main Street is a portion of a larger parcel that had originally been identified as Lot 2 of Block 2 South, Range 2 West of the original survey of the City of Santa Clara. This survey was done July 1866 by J. J. Bowen and recorded on August 22 of that same year. (It is this survey that forms the basis for the part of Santa Clara known as the "Old Quad.")*

*Block 2S, R2W, framed by, Jackson. Liberty (Homestead Rd.), Main and Lexington Streets, had been subdivided into two lots by 1866. According to the list of property owners and their improvements, which accompanied the 1866 survey, Lot 1, a 23066 sq. ft. parcel, was owned by the Trustees of the M. E. (Methodist) Church, who had a brick church on their property. This "new" church had been constructed just a few years prior to the 1866 survey to replace the earlier adobe church, which had been built around 1851 about 50' to the west of the new structure. The Trustees of the Female Seminary owned Lot 2, a 46132 sq. ft. parcel. The Female Institute, a frame building, was located on southeast corner of their property (the northwest side of the Public Square). It had been established by the Methodists as a school of higher education for girls in 1853, two years after they had founded the California Wesleyan College (today called the University of the Pacific) on land between Santa Clara and Bellomy Streets (near what is today Winchester Boulevard).*

*As shown on the Plat map of Santa Clara, drawn between 1873 and 1875, the configuration of Block 2S, R2W was the same as delineated nine years earlier on the 1866 survey. By 1877, although the College had relocated to San Jose, the Methodist's Female Institute on Lot 2 remained in use.*

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B11. Additional Resource Attributes: (List attributes and codes) *HP2 – Single Family Property*

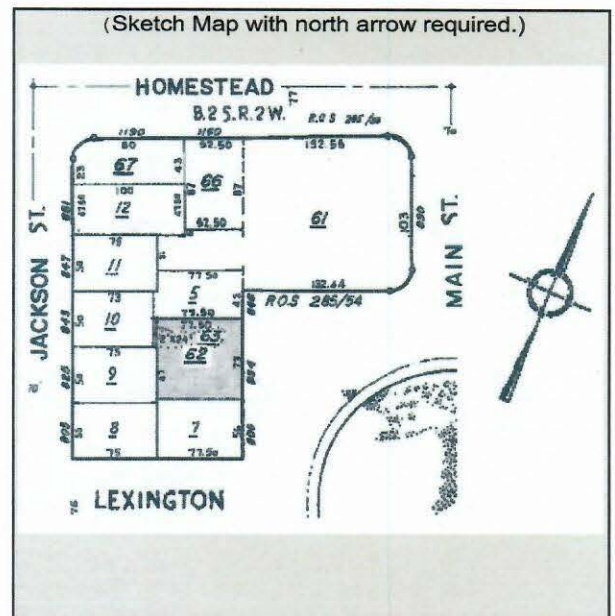
\*B12. References: *Garcia, Lorie, "Santa Clara: From Mission to Municipality," 1997; Johnson, Mary Ellen (Harold Slaven's daughter), assorted photos and family information, on file S.C. Planning Department, 1993; Map of the Town of Santa Clara, drawn by C. E. Moore, 1893; McAlester, Virginia Savage, "A Field Guide to American Houses," Revised ed., 2013; Polk and Husted City Directories, 1898-1970; Sanborn Fire Insurance Maps, 1891, 1901, 1915, 1950; Santa Clara Commercial League, "Progressive Santa Clara," 1904; Silva, Judith, Kenyon Family Genealogy, n.d.; United States Census, 1870, 1880, 1900, 1910, 1920, 1930, 1940.*

B13. Remarks:

\*B14. Evaluator: *Lorie Garcia*

\*Date of Evaluation: *October 1, 2020*

(This space reserved for official comments.)





(Continued from page 4, Form 523B, B10. Significance)

*On the C. E. Moore Map of the Town of Santa Clara, drawn in December 1893, J. M. Kenyon is now indicated as the owner of Lot 2. Although the Female Institute was no longer used for education, the building was still in existence and the rest of the 152.5' x 302.5' lot was still undeveloped land. One of the early settlers in Santa Clara, James Monroe Kenyon had arrived from Ohio in 1849 and settled on 240 acres of land (near Lawrence Expressway and Homestead Rd.). A staunch Methodist, he was one of the early supporters of the M.E. Church in Santa Clara. In 1893, the Brick M.E. Church was still in existence on Lot 1 and would be until it was severely impacted by the 1906 earthquake, which caused walls to fall and the church steeple to collapse into Main Street. (Two years later a new Methodist church was constructed on the site.)*

*In August, 1907, when he was 90, James Monroe Kenyon passed away; four months after his wife, Martha. Lot 2, B2S, R2W, was part of his estate. James and Martha had raised five children, one of which was a daughter, Emma, who had married Henry H. (Harrison) Slavens, 25 years earlier. As the result of a bequest from Emma's father, Henry H. Slavens became the owner of Lot 2. At the time of her father's death, Emma and Henry had been married 25 years, and they had three children; a son, Harold now 22, a daughter Effie, age 18, and a daughter Ollie, age 12. Henry H. Slavens was an astute businessman and while at the turn of the Twentieth Century he had been a grocer, he now became a house contractor in order to meet the rising demand in the township for additional housing.*

*This demand was the result of the escalating rise in population, which was due to the work of entities like the Santa Clara Commercial League, which promoted the area's beautiful climate and the opportunities to be found. As more and more people were attracted to the region. In the Town of Santa Clara, agricultural production expanded and manufacturing enterprises began to grow. The township's 3,650 residents in 1900 were estimated at 4,000 by 1902 and had increased to around 5,000 by the end of the first decade. These new Santa Clara residents needed affordable homes in which to live and as a result many of the larger lots within the township were divided into smaller parcels.*

*H. H. Slavens went into business with S. H. Goodwin, forming the real estate firm of Slavens & Goodwin. Utilizing the Lot 2 portion of B2S, R2W, land he now owned, Henry H. Slavens proceeded to subdivide the western half of his parcel that fronted on Jackson Street between Liberty (today's Homestead) and Lexington Street, into 6 individual lots, upon which he constructed residential structures. The eastern portion of Lot 2 was not subdivided. However, a house was constructed facing Liberty Street, between the house on the newly parceled lot at SE corner of Jackson and Liberty, and the property line between Lot 2 and Lot 1. H. H. Slavens also constructed an additional residence, which fronted on Main Street, on a new lot on the south-eastern portion of Lot 2 at the NW corner of Lexington and Main Streets. This home was for his family.*

*Unlike others who had sold their land, or built houses on their land and then sold the houses, Henry H. Slavens developed his land as an investment. He maintained ownership of the newly constructed residential structures and rented them. The proximity of these new homes to Santa Clara's main business district, which was located on Main and Franklin Streets, seems to have resulted in the new residents of the homes being for the most part more "middle-class" than laborers or working class individuals; i.e., Lumber Mill Superintendent, Architect, Attorney, Teacher, Police Court Justice, etc.. By 1910 all the homes were occupied, and Henry H. Slavens had, with Emma and Ollie, moved into his new house at 806 Main Street.*

*Along with the new residential construction, the Female Institute building was reconfigured and given a new use. In order to construct the new residence at the NE corner of Jackson and Lexington Streets and the one at the NW corner of Main and Lexington Streets, the U-shaped portion of the Female Institute (near Lexington Street) had to be demolished. Now, the remainder of the building, the central section and northern dormitory wing facing Main Street, was painted and turned into apartments (826 and 834 Main Street). One of the occupants of the "new" apartments was Henry Slavens' son, Harold H. According to the 1910 Census, Harold H. Slavens rented an apartment in the 826 Main Street portion.*

*By 1917, Harold Slavens was married and with his wife, Marie, had moved to a home at 1491 Lexington, which the 1920 Census shows he owned, although with a mortgage. Here, in 1918, their daughter, Marie Ellen was born. Then, in 1923, Harold sold this home and moved with Marie and their daughter, Mary Ellen, back into a unit in the 834 Main Street portion of the apartments.*

*Henry H. Slavens passed away in 1929 and Harold Slavens inherited the 826 and 834 Main Street apartments (valued according to the 1930 Census at \$3,500). Here, Harold and his family continued to occupy their 834 Main Street apartment, while he rented out the*

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*remaining two apartments of that unit, along with those at the 826 Main Street address.*

*Until 1932 there was minimal change to the block. However, that year, the remainder of the Female Institute was demolished and Harold Slavens had a new house constructed facing Main Street, next to the home his father had occupied at 806 Main Street. He located his new house, (the subject property identified as 834 Main Street), on the portion of the property that had been occupied by what had at first been the Institute's central section and then the 826 Main Street apartment unit. Upon its completion, Harold moved into his new home with his wife, Marie, and their daughter, Mary Ellen. Three years later, his new home's location would prove to be very fortuitous when, in 1935, the United States Government constructed its first post office building in Santa Clara at the corner of Jackson and Franklin Streets, less than 2 blocks away.*

*Harold Slavens was well-known as a mail-carrier in Santa Clara in Santa Clara, having started delivering the mail in 1903 when he was 18 years old. At that time, he delivered mail on a rural route with a horse and buggy and on a bicycle for a salary of \$50 a month. By the time he retired in 1945 at age 60, he had been employed as a mailman for 42 years. Upon his retirement from the Post Office, Harold Slavens went to work as a watchman for the Santa Clara Walnut Growers, whose processing plant was on Lafayette Street near the railroad tracks.*

*Harold Slavens died in 1966 and the City Directories show that Marie, now listed as "widow Harold H.," continued to live in their home. In 1978, Marie Slavens passed away. While the subject residence retained the same configuration during the time the Slavens lived in the residence at 834 Main Street, there appears to have been a different use to one portion of it than what would occur later on. According to Harold and Marie's daughter, Mary Ellen (Slavens) Johnson, the building marked as A on the 1950 Sanborn map was used by the Slavens' as an accessory dwelling unit. Photos of the house taken in 1979 show a large 12-paned front window in this portion of the house, which was later removed and replaced by a garage door when the unit was converted into the garage that exists today.*

*During the last decade that Harold Slaven lived in the residence, Urban Renewal affected all of Lot 1 of Block 2 South, Range 2 West and impacted the City park area to the east of the home. During this time, the Methodist Church was demolished and Liberty Towers, an 11-story Methodist retirement home was constructed on the Lot 1 property. Across the Street to the east, in 1955 the Historic City Plaza Park with its bandstand and paths became the site for the erection of a new Santa Clara Public Library, relocated from its previous location on the second-floor of City Hall downtown. When the Central Library was opened in 1967, the library was renamed the Mission Branch Library.*

*In 1989 the home was purchased by Judi R. and Kipp Thomas and in 1994, they petitioned the City of Santa Clara to add the subject residence to the Architecturally and/or Historically Significant property list. The City Council adopted a Resolution doing so in January 1995. In March 2016, the then owner of 834 Main Street, Barton Scott, a professor at Santa Clara University, sold it to the current owners, Andrew Hok-Cay Fung and Rebecca Sanders Fung.*

#### Historic Evaluation

In order to be considered historically or culturally significant, a property must satisfy certain requirements. It must be 50 years old or older (except in cases of exceptional significance); it must retain historic integrity; it must meet one or more of the National Register of Historic Places criteria for significance, and/or the California Register of Historic Resources criteria for significance, and/or the criteria for listing in a local historic resource inventory.

#### Age Requirement.

*Constructed in 1932, the subject residence at 834 Main Street is over 50 years old and thus meets the age requirement.*

(Continued on Page 7, Form 523L)



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Integrity Requirement.

Integrity refers to a property's ability to convey its significance. Significance is conveyed by the retention of a resource's visual and physical characteristics and its surroundings. The National Register of Historic Places criteria recognize seven aspects to integrity. These are location, design, setting, materials, workmanship, feeling and association. To retain historic integrity, a property will always possess several and usually most of these aspects. Both the California Register of Historic Resources and the City of Santa Clara Criteria for Local Significance follow the National Register integrity criteria.

*The property at 834 Main Street has been well maintained and the architectural integrity of the structure has only been slightly diminished by the replacement of some of the original wooden windows. There has been only minimal alteration to the home's exterior since it was constructed and the visual and character defining features of the historic building have been preserved and retained. The residence retains its original configuration and location. The historical use of the building has not changed and it remains a single-family home. The subject property is set within a historic residential setting in the area of Santa Clara known as the "Old Quad," and the immediate surroundings retain the majority of the qualities that reflect the period in which it was constructed.*

*The subject property retains enough of its historic character and appearance to be recognizable as a historic property and to convey the reason for its significance (integrity).*

National Register of Historic Places Criteria.

*There are not any events associated with the residence at 834 Main Street which have made a significant contribution to the broad patterns of history or cultural heritage. It would therefore appear that the building would not be eligible for the National Register of Historic Places based on Criterion A (associated with events that have made a significant contribution to the broad patterns of our history). The building has had 4 known sets of owners over the 88 years of its existence and none appear to reach the level of significant influence required under Criterion B to be considered eligible for the National Register. Neither do any of the other occupants appear to be significant to the history of the region, Nation or State of California. It would therefore appear that the building at 834 Main Street would not be eligible for the National Register based on Criterion B (associated with the lives of persons significant in our past). Although its original windows have been mostly replaced, the majority of the character-defining features of its 1932 construction as a Spanish Revival architectural style remain. These include its low-pitched cross-gabled roof with red tile roof covering and no eave overhang and its flat roof covered with tar and gravel, its asymmetrical façade, its stucco walls that extend into the gable without a break, its tile "weep-holes," its round tower, its arcaded wing wall, and its prominent arch placed above the main entry door and thus under National Register Criterion C the residence at 834 Main Street does "embody the distinctive characteristics of a type, period, or method of construction" and "represent[s] a significant and distinguishable entity whose components may lack individual distinction" and, due to its prominent location and proximity to other historically significant homes in the area, it does contribute to a potentially eligible Historic District. Therefore, it does appear that the building may be eligible for the National Register of Historic Places under Criterion C.*

California Register of Historic Resources Criteria

*The Criteria for listing in the California Register of Historical Places are consistent with those for listing in the National Register. However, they have been modified to better reflect the history of California at both a local and State level. Criterion 1 is the California Register equivalent of the National Register Criterion A (events) and California Register Criterion 2, the equivalent of National Register Criterion B (persons). The property at 834 Main Street does not appear to be eligible for the California Register based on Criterion 1, or Criterion 2. Criterion 3, the California Register equivalent of the National Register Criterion C, addresses the distinctive characteristics*

(Continued on Page 8, Form 523L)



(Continued from page 7, Form 523L)

*of a type, period, region, or method of construction. With a normally asymmetrical façade, which generally had little decorative detail and instead emphasized its varied massing and that was characterized by the use of a stucco wall surface and a low-pitched, red tiled roof gabled-roof, usually with little or no eave overhang, and one or more prominent arches placed above a main door or main window, the Spanish Revival architectural style, (sometimes referred to as Mediterranean in the San Francisco Bay Area), (1915-1940) was introduced at the Panama-Pacific Exposition held in San Diego in 1915 and was based on prototypes found in Spain. Prior this, the majority of Spanish style houses were based on early Spanish mission architecture. Constructed in 1932, the subject building is an example of the Spanish Revival architectural style. The property remains as designed with only a minimal modification to its windows and the integrity of the residence is intact. Thus, it appears to reach the level of significance necessary to be eligible individually for the California Register of Historic Resources under Criterion 3.*

City of Santa Clara Criteria for Local Significance

In 2004, The City of Santa Clara adopted Criteria for Local Significance. Under these criteria, "any building, site, or property in the city that is 50 years old or older and meets certain criteria of architectural, cultural, historical, geographical or archaeological significance is potentially eligible," to be a "Qualified Historic Resource." The evaluator finds that the property meets the following criteria:

**Criteria for Historically or Cultural Significance:**

*To be Historically or culturally significant a property must meet at least one of the following criteria:*

1. The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, state or nation.

*While it is not associated with a historical event, this property has character, interest and integrity and is located in a block that encapsulates the heritage of Santa Clara and the building's association with family members who contributed to this heritage reflects the historical development of the city.*

5. A building's direct association with broad patterns of local area history, including development and settlement patterns, early or important transportation routes or social, political, or economic trends and activities.

*The building does have a direct association with the broad patterns of Santa Clara's history and its historical development. From the time when the site on which it is located was part of Mission Santa Clara (the mission corral) and then developed as the site for the church buildings related to the first American religious organization to be established in the town and then owned by one of the earliest American settlers in Santa Clara, to the home's construction by the member of that early family, this home reflects the development of Santa Clara from a mission site to a residential neighborhood in the first third of the 20<sup>th</sup> Century.*

The subject property does meet Criteria 1 and 5 for Historically or Cultural Significance of the City of Santa Clara Criteria for Local Significance. However, it does not meet Criteria 2, 3, 4 or 6 for Historically or Cultural Significance.

**Criteria for Architectural Significance**

To be architecturally significant, a property must meet at least one of the following criteria:

1. The property characterizes an architectural style associated with a particular era and/or ethnic group.

*The several versions of Period Revival styles which evolved during the early part of the twentieth century, provided the ideal architectural response to the subdivision of residential land into small lots for affordable homes. The subject property was constructed in one of those styles, the Spanish Revival architectural style (1915-1935), which came into vogue following the San Diego Panama Pacific Exposition in 1915. Unlike the Mission Revival style that it resembles in its use of stucco walls and red tile roofs, which was based on the early Spanish missions, the Spanish Revival architectural style was mainly influenced by building styles found in Spain,*

(Continued on Page 9, Form 523L)



(Continued from page 8, Form 523L)

*particularly in rural Andalusian houses. As the coastal climate of California is classified as Mediterranean and its natural setting is very much like that of the countries on the Mediterranean shore, this style, which combined architectural elements from the lands which border the Mediterranean Sea - Spain, Italy and the Islamic world of North Africa - fit perfectly in the State.*

*From its red roof tiles, placed in interlocking rows on the gable-roofed section of the house, to the entry tower with its rounded arched opening, to the weep holes, which protrude through the façade, and its arcaded wing wall, this home, constructed in 1932, is one of the rare examples of the Spanish Revival architectural style found in Santa Clara.*

5. The property has a visual symbolic meaning or appeal for the community.

*Due to its unusual architectural style and prominent location directly across from the public park and Mission Branch Library, this historic house has a visual appeal for the community.*

The subject property does meet Criteria for Architectural Significance 1 and 5 of the City of Santa Clara Criteria for Local Significance. However, it does not meet Criteria for Architectural Significance 2, 3, 4, 6 or 7.

**Criterion C: Geographic significance**

To be geographically significant a property must meet at least one of the following criteria:

2. A building's continuity and compatibility with adjacent buildings and/or visual contribution to a group of similar buildings.

*While most of the homes on this portion of this block were constructed in the first decade of the 20th Century, accounting for the compatibility of the building styles in the neighborhood, the home at 834 Main Street, constructed in 1932, in an architectural style reflective of that period, is compatible to the earlier neighboring residential structures. It is representative of the development of the Old Quad during this period and important to the integrity of the historic area in which it is located.*

**Criteria for Archaeological Significance:**

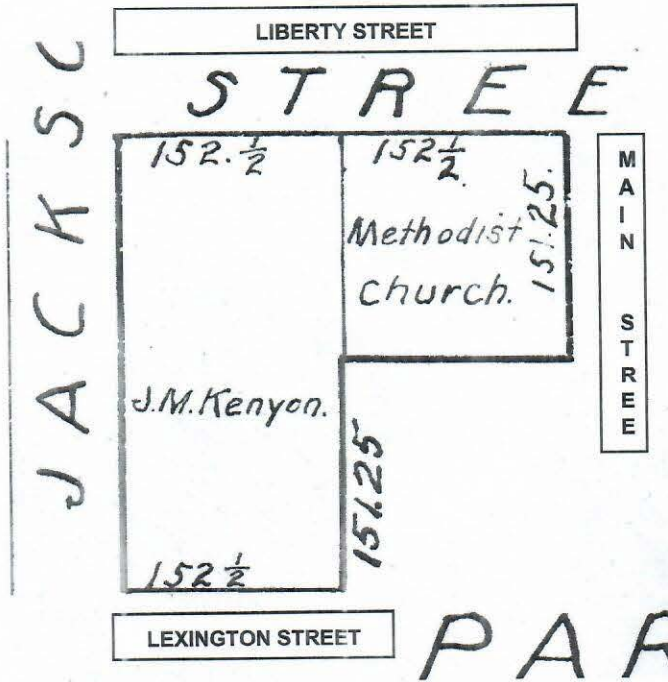
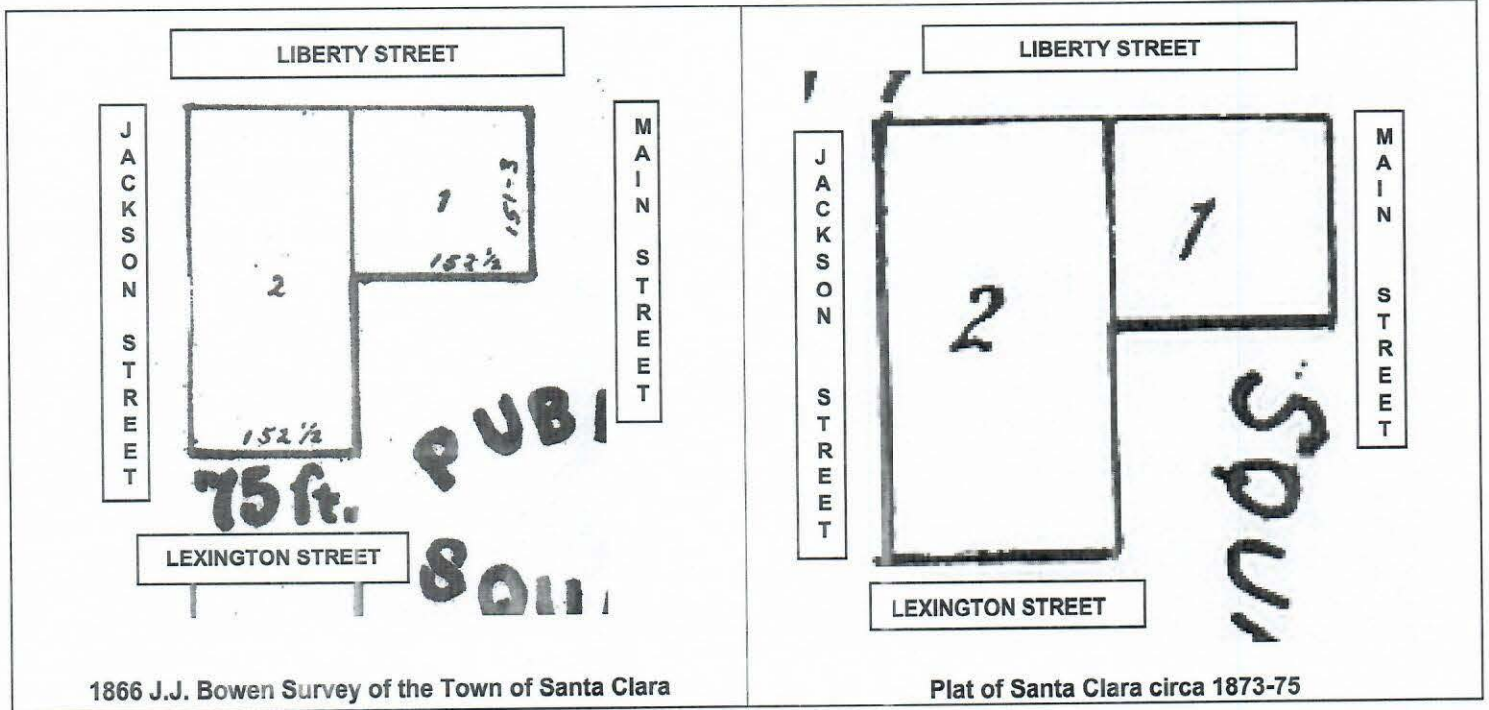
As the property at 834 Main Street is not known to contain any known or unknown prehistoric or historic archaeological resources, it would not be Archaeologically Significant under any of the five of the City of Santa Clara's Criteria for Archaeological Resources. However, should any prehistoric or historic archaeological resources be uncovered in the future, this would be subject to change.

**Conclusions and Recommendations**

Currently, this property is on The City of Santa Clara Architecturally or Historically Significant Properties list. In this update of the November 8, 1993 Historic Resources Inventory for the City of Santa Clara, the evaluator finds 834 Main Street to be a nice example of the Spanish Revival architectural style and, as it has undergone no significant alteration since the time of its designation as a Historically Significant Property for the City of Santa Clara, to retain sufficient integrity to qualify as a historic property. It appears to continue to be, based on compliance with the National Register of Historic Places Criteria, the California Register of Historic Resources Criteria and the City of Santa Clara's Local Significance Criteria, eligible for listing on the City of Santa Clara Architecturally or Historically Significant Properties List.



HISTORIC MAPS



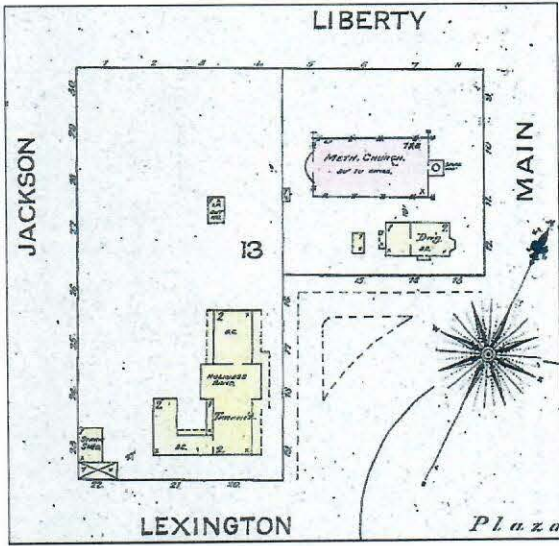
1893 C.E. Moore Map of the Town of Santa Clara

NOTE: LIBERTY STREET was later renamed HOMESTEAD ROAD

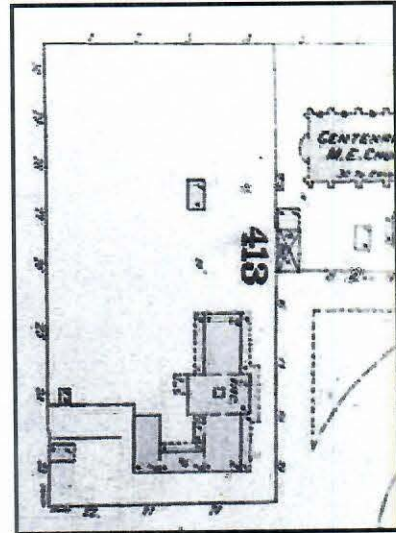


**SANBORN FIRE INSURANCE MAPS**

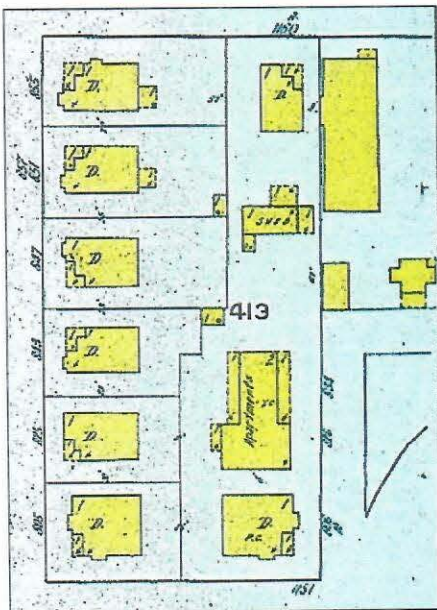
**1887 SANBORN MAP**



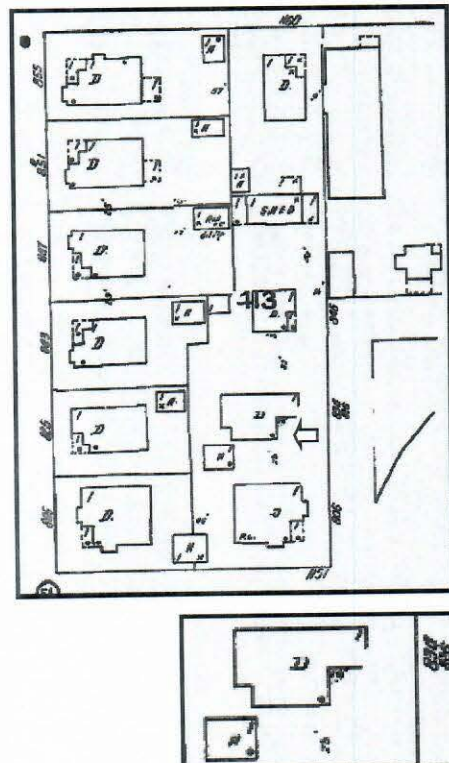
**1901 SANBORN MAP**



**1915 SANBORN MAP**



**1950 SANBORN MAP**



Note:  indicates 834 Main Street

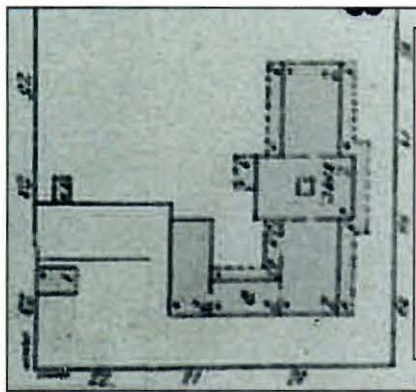


**HISTORIC PHOTOS**

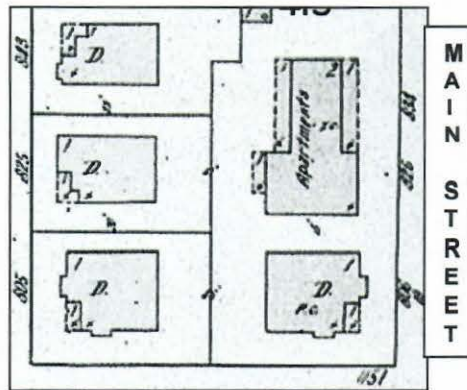
1907 Photo of The Female Institute



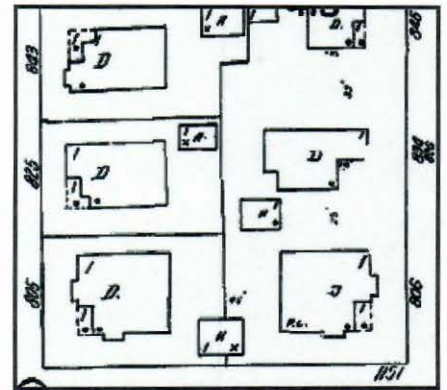
The above photo taken in 1907, shows the Female Institute, facing Main Street, as it appeared at that time. By 1915, the main center portion and the wing to the right had been converted into apartments with the rest of the building demolished. In 1932 the remainder was razed and the residence at 834 Main Street constructed in the right wing's location. (see 1901, 1915 and 1950 Sanborn Maps below).



1901 Sanborn Map



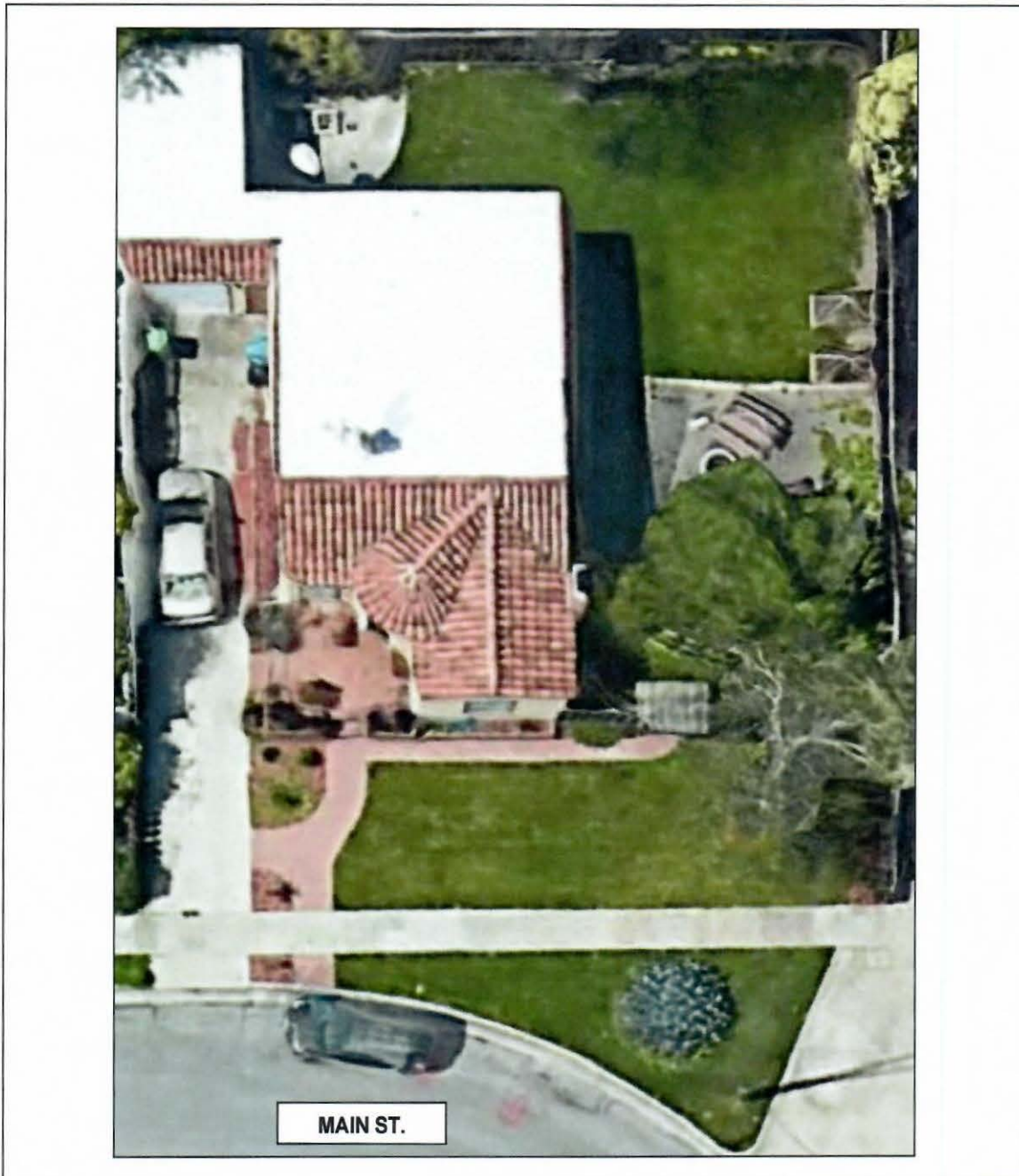
1915 Sanborn Map



1950 Sanborn Map



Google Aerial Photo 2020



The above aerial photo shows placement of house on the lot and the combination red straight barrel mission tile gabled roof and garage parapet along with and tar and gravel flat roof (white) on the rear of the house, arcaded wing wall and garage.



**Additional Photos – South and North side-elevations**



Photo No: 100\_2732; View: South side-elevation and Front façade from Main street.  
Photo Date: Sept., 2020; Camera Facing: West.



Top: Photo No: 100\_2731; View: North side-elevation and partial Front façade from Main Street.  
Photo Date: Sept., 2020; Camera Facing South.



Photo No: 100\_2719; View: S side-elevation from rear towards Main St.  
Photo Date: August, 2020; Camera Facing: NNE.

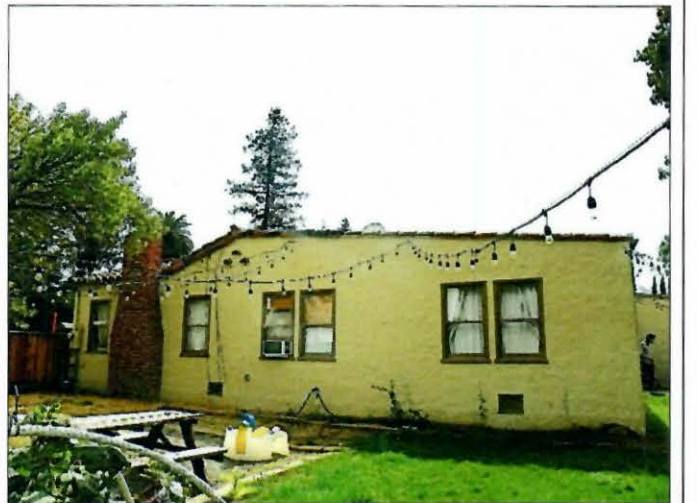


Photo No: 100\_2705; View: N side-elevation.  
Photo Date: Sept., 2020; Camera Facing: SE.



**Additional Photos – Arcaded Wing Wall**



Photo No: 100\_2869  
View: Garage and Arcaded Wing Wall exterior view from driveway.  
Photo Date: Sept., 2020; Camera Facing: SW.



Photo No: 100\_2717; View: Arcaded Wing Wall interior view looking out onto driveway.  
Photo Date: Sept., 2020; Camera Facing: NE.



Photo No: 100\_2712; View: Arcaded Wing Wall interior view & N side elevation of garage.  
Photo Date: Sept., 2020; Camera Facing: SSE.



**Additional Photos – House Rear Façade and Rear Yard**



Photo No: 100\_2701; View: Rear Façade.  
Photo Date: Sept., 2020; Camera Facing: E.



Photo No: 100\_2700  
View: Rear yard toward north property line. Photo Date: Sept., 2020;  
Camera Facing: NNW.



Photo No: 100\_2703  
View: Rear yard toward east property line (Main Street). Photo  
Date: Sept., 2020; Camera Facing: ENE.



**Additional Photos – Entry doors**



Photo No: 100\_2723; View: Main Entry door (rectangular solid wood plank with decorative detailing);  
Photo Date: Sept., 2020;  
Camera Facing: NW.



Top: Photo No: 100\_2699; View: Arcaded Wing Wall door (arched solid wood plank with iron strap hinges);  
Photo Date: Sept., 2020;  
Camera Facing: WSW.

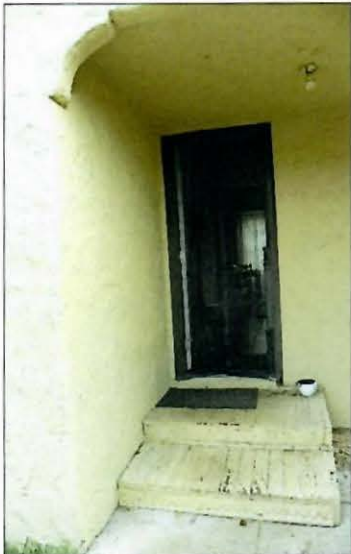


Photo Nos: L -100\_2715; View: Rear Entry. R. 100\_2714; View: Rear Entry door (new);  
Photo Date: Sept, 2020; Camera Facing: NE.



Photo No: 100\_2716; View: Garage Man-door;  
Photo Date: Sept., 2020;  
Camera Facing: SE.



**Additional Photos – Spanish Revival Typical Patterns and Elaborations on House**



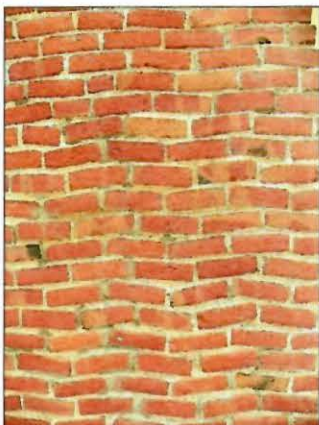
**Straight Barrel Mission Tile (Regularly laid)**

Photos Date: Sept., 2020; Camera Facing: SW (Top photo) & NW (Bottom).



**Weep Holes**

Photo No: 100\_2720; Photo Date: Sept., 2020; Camera Facing: SW.



**Decorative Chimney Brick Pattern**



**Elaborated Chimney Top**

Photos Date: Sept., 2020; Camera Facing: SE (Left photo) & W (Right photo).



**Roughly-laid Stucco Wall Finish**



**Decorative Iron Sconce**

Photos Date: Sept., 2020; Camera Facing: NE (Top) and SW (Left photo)



### **Secretary of 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.



## Statement of Justification for the Mills Act Historic Property Designation & Reassessment

Our application for the Mills Act is long overdue. Already, our unique Spanish Revival home at 834 Main Street has been listed on the Historic Resources Inventory and we respectfully submit this application to complete this process. We have enjoyed learning from our neighbor (who knew the Slavens when he was young) and our historian about the people who made memories here before us.

While dating in 2016, Becca rented a small 1 bedroom apartment on Bellomy Street where she fell in love with the charm of the Old Quad Neighborhood. She had previously owned a 1930s home in a historic Atlanta neighborhood. There she came to appreciate the character & history that comes with owning an older home. We knew the Santa Clara Old Quad was where we wanted to build our home together. While in escrow, Andrew proposed to Becca in the gazebo next to the Mission Branch Library, in view of our new home.

When we first moved in, we knew the location was desirable, but over the past four years, we regularly marvel at the opportunities our locale affords. We enjoy regular walks to Santa Clara University, where our 18 month old daughter has learned to run up and down hills, waive at strangers, and smell the flowers. The farmer's market is a weekly stop for fresh produce and fish. Taplands has been a frequent stop to meet with friends, watch a Quakes game, and grab a drink. And of course, we are so excited at the prospect of a revitalized historic downtown area.

In the quickly changing landscape of the Bay Area, we believe that civic pride and investment in the community is a rare commodity. We believe we have found this still alive in the Old Quad Neighborhood and hope to continue to be a part of it for years to come.

We intend to continue to carefully maintain and preserve our home, while highlighting its historic appeal. Making upgrades that honor the home's historicity but allow for modern efficiencies will be a priority. These include replacing damaged aluminum framed windows, upgrading HVAC systems, and replacing old electrical wiring. Regular maintenance such as repairing dry rot, rain gutters, repainting the exterior and chimney repair are also part of our preservation plan.

It is with the aforementioned priorities that we respectfully submit our request for the Mills Act Contract which would enable us to preserve and restore our beloved home.

ANDREW AND REBECCA FUNG

834 MAIN STREET



## 10 Year Preservation & Restoration Proposed Plan

2022

- Replace and repair aged and dysfunctional rain gutters in the back of the house
- Replace and repair dry rot in garage eaves
- Install new irrigation system for the backyard and upgrade the frontyard's irrigation system to reduce water waste

2023

- Restore aluminum framed windows & repair dry rot when present
- Replace large front facing windows leaks have had to be repaired and moisture intruded between the double panes

2024

- Restore and repair weight and pulley systems in 1-over-1 wood double hung windows & repair dry rot on window panes when present

2025

- Replace rotting and termite damaged fence and gate.
- Repaint interior doors

2026

- Repaint house exterior and trim

2027

- Install/upgrade HVAC system to include air conditioning, furnace and new duct work

2028

- Upgrade electrical box and replace remaining knob and tube wiring

2029

- Mortar joints on the chimney fireplace are damaged and worn. The chimney exterior needs to be repaired.

2030-31

- Remodel kitchen & mud/laundry area
- Repair/restore back door stairs
- Repaint interior walls/moldings



**RECORD WITHOUT FEE  
PURSUANT TO GOV'T CODE SECTION 6103**

**Recording Requested by:**  
Office of the City Attorney  
City of Santa Clara, California

**When Recorded, Mail to:**  
Office of the City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

## **HISTORIC PROPERTY PRESERVATION AGREEMENT**

This Agreement, (herein, "Agreement"), is made and entered into this [REDACTED] day of [REDACTED], 2021, ("Effective Date"), by and between Andrew Fung and Rebecca Fung, owners of certain real property located at 834 Main Street, Santa Clara, CA 95050 ("OWNERS") and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("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 a contract 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 possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2020 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-20-042, and generally located at the street address 904 Madison 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 Architecturally or Historically Significant Properties list. OWNERS submitted a Mills Act Proposal to City on October 23, 2020. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

(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.** The term of this Agreement shall commence on the effective date of this Agreement and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such 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 term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNERS or CITY desires 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 a nonrenewal notice issued by CITY. 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, from either original execution date or the last renewal date of the Agreement, whichever is applicable.

(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 the Interior's Standards for Rehabilitation," marked as "Exhibit C" 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 to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California Historical Building Code and in accordance with the attached schedule of potential home improvements, drafted by the OWNERS and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as "Exhibit D" to this agreement, and incorporated herein by this reference.

(c) OWNERS shall allow, and CITY requires, that after five (5) years, and every five (5) years thereafter, an inspection of the property's interior and exterior shall be conducted by a Historic Property Preservation Agreement/8344 Main Street  
Typed: 05/14/2019

party appointed by CITY, to determine OWNERS' continued compliance with the terms of this Agreement. OWNERS acknowledge that the required inspections of the interior and exterior of the property were conducted prior to the effective date 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 Section 50280, et seq., shall cancel this Agreement or bring an action in court to enforce this Agreement if it determines any one of the following:

(i) the OWNERS breached any of the terms or conditions of this Agreement; or

(ii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property.

(b) CITY may also cancel this Agreement if it determines that:

(i) the OWNERS have allowed the property to deteriorate to the point that it no longer meets building standards of the City Code and the codes it incorporates by reference, including, but not limited to, the Uniform Housing Code, the California Historical Building Code, the California Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings or;

(ii) the OWNERS have not complied with any other local, State, or federal laws and regulations.

(iii) 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 pay those cancellation fees set forth in California Government Code Section 50280, et seq. As an alternative to cancellation, OWNERS may bring an action in court to enforce the Agreement.

**(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) Mediation.**

(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 mediation 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 mediation by filing a written demand with the other party.

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

(d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the city of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(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 mediator(s). The mediator(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) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(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 Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

**(8) Binding Effect of Agreement.**

(a) The OWNERS hereby subjects 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 of the CITY, public (which includes, but is not limited to the benefit to the public street generally located at 904 Madison Street), 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

<b>OWNERS:</b> Andrew Fung 834 Main Street Santa Clara, CA 95050	Rebecca Fung 834 Main Street Santa Clara, CA 95050
--	--

(b) Prior to 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 there from for which OWNERS shall become legally liable arising from OWNERS' acts, errors, or omissions with respect to or in any way connected with 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, 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 "D";
- 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 Historical 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.

(16) **Recordation and Notice.** 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 \$7,564.00 (seven thousand, five hundred, and sixty-four dollars), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. 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 Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) **California Historical Building Code.** The California Historical Building Code ("CHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The CITY's building permit procedure shall be utilized for any Historic Property which is subject to the provisions of this Agreement, except as otherwise provided in this Agreement or the CHBC. 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) Conservation Easements.**

(a) Conservation easements on the facades of the 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 OWNERS, occupant, or other person in actual charge of the Historical Property shall keep in good repair all of the exterior portions of the Historic Property, 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 Agreement 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 Agreement. CITY and OWNERS hereby declare that they would have adopted this Agreement, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may 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, CALIFORNIA,  
a chartered California municipal corporation**

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian Doyle  
City Attorney

\_\_\_\_\_  
Deanna J. Santana  
City Manager

ATTEST:

1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax Number: (408) 241-6771

\_\_\_\_\_  
Hosam Haggag  
City Clerk

“CITY”

**Andrew Fung and Rebecca Fung,  
Owners of 834 Main Street**

By: \_\_\_\_\_  
Andrew Fung  
834 Main Street  
Santa Clara, CA 95050

By: \_\_\_\_\_  
Rebecca Fung  
834 Main Street  
Santa Clara, CA 95050

“OWNERS”

Exhibits:

- A – Property Description
- B – Primary Record
- C – Standards for Rehabilitation
- D – Restoration Schedule

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