

**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 ___ day of _____, 2024, ("Effective Date"), by and between Alison Jackman and Matthew Jackman, owners of certain real property located at 1309 Alviso Street ("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 2021 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-06-062, and generally located at the street address 1309 Alviso 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 May 15, 2024. 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 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 1309 Alviso 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

OWNERS: Alison Jackman and Matthew Jackman
1309 Alviso 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 Historic Property Preservation Agreement/1309 Alviso Street

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 \$8,735.80 (eight thousand, seven hundred, and thirty-five dollars and eighty cents), 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:

GLEN R. GOOGINS
City Attorney

JÖVAN D. GROGAN
City Manager
City of Santa Clara

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

“CITY”

**Alison Jackman and Matthew Jackman
Owners of 1309 Alviso Street**

By: _____

Alison Jackman and Matthew Jackman
1309 Alviso Street
Santa Clara, CA 95050

“OWNERS”

Exhibits:

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

Exhibit "A" - Legal Property Description:

1309 Alviso Street, Santa Clara, CA 95050 (Mills Act Application)

APN: 269-06-062

REAL PROPERTY IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT INTERSECTION OF THE NORTHEASTERLY LINE OF ALVISO STREET, 60 FEET WIDE WITH NORTHWESTERLY LINE OF HARRISON STREET, 70 FEET WIDE; THENCE N. 23 DEG. 56'30" W. ALONG THE SAID NORTHEASTERLY LINE OF ALVISO STREET, 30.01 FEET; THENCE ON A CURVE WITH A RADIUS OF 30.00 FEET DEFLECTING TO THE LEFT FROM A TANGENT BEARING S. 23 DEG. 56'30"E. THROUGH A CENTRAL ANGLE OF 90 DEG. 01'00" AN ARC DISTANCE OF 47.13 FEET, TO THE SAID NORTHWESTERLY LINE OF HARRISON STREET; THENCE S. 66 DEG. 02'30" W. ALONG SAID NORTHWESTERLY LINE OF HARRISON STREET, 30.01 FEET, TO THE POINT OF COMMENCEMENT.

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 7

*Resource Name or #: 1309 Alviso Street

P1. Other Identifier:

*P2. Location: Not for Publication Unrestricted

*a. County: Santa Clara

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad:

Date:

T

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¼ of Sec

; M.D.

B.M.

c. Address: 1309 Alviso Street

City: Santa Clara

Zip: 95050

d. UTM: Zone: ; mE/ mN (G.P.S.)

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Elevation: APN 269-06-062

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

The single-family house is located on the northeast corner of Alviso and Harrison Streets. The house faces west and sits on a raised foundation. The L-shaped plan house has a projecting end gable roof section, a cross-hip roof center section, a rear gable roof section and rear shed roof rear addition. The asymmetrical primary façade has centered steps that lead to a wood door with transom, a partial width porch with a roof supported by turned posts, and a paired double-hung wood window in the left bay. The right bay has a projecting bay with cut-away corners with sunburst brackets, three wood double hung windows with window hoods, and a louvered vent and shingles in the end gable. The façade facing Harrison Street has three double-hung wood windows with hoods. The left side façade facing the adjacent house has two double-hung wood windows and one double-hung clad window with door hoods. The rear has a personnel door, five windows and a greenhouse window. A fascia board with shingles extends across all facades. There is a detached garage and a separate ADU unit. The house is clad in horizontal wood siding. The building appears to be in good condition.

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



P5b. Description of Photo: (View, date, accession #)

Primary façade on Alviso Street
August 2024

*P6. Date Constructed/Age and

Sources: 1890 Historic

Prehistoric Both

Historic Resource Inventory 1981

*P7. Owner and Address:

Alison and Matthew Jackman
1309 Alviso Street
Santa Clara, CA 95050

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

Richard Brandi
125 Dorchester Way
San Francisco, CA 94127
Brandipreservation.com

*P9. Date Recorded:

August 2024

*P10. Survey Type: (Describe) Intensive

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") None

*Attachments: NONE Location Map Sketch 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):

DPR 523A (1/95)

*Required information

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 7

*NRHP Status Code 3CS

*Resource Name or # (Assigned by recorder) 1309 Alviso Street.

B1. Historic Name: Martin House

B2. Common Name:

B3. Original Use: Residential

B4. Present Use: Residential

*B5. Architectural Style: Queen Anne

*B6. Construction History: (Construction date, alterations, and date of alterations)

The building has an estimated construction date of 1890. See continuation sheets.

*B7. Moved? No Yes Unknown Date:

Original Location: yes

*B8. Related Features:

None

B9a. Architect: N/A

b. Builder: NA

*B10. Significance: Theme:

Area:

Period of Significance: 1890

Property Type: HP2 Single family

Applicable Criteria: C

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

See Continuation sheet.

B11. Additional Resource Attributes: (List attributes and codes) None

*B12. References:

Historic Resources Inventory form dated March 1981, Sanborn maps, city directories, building permits at Santa Clara Building Department, Virginia Savage McAlester, A Field Guide to American Houses, New York Alfred Knopf, 2005, page 345

B13. Remarks:

*B14. Evaluator: Richard Brandi

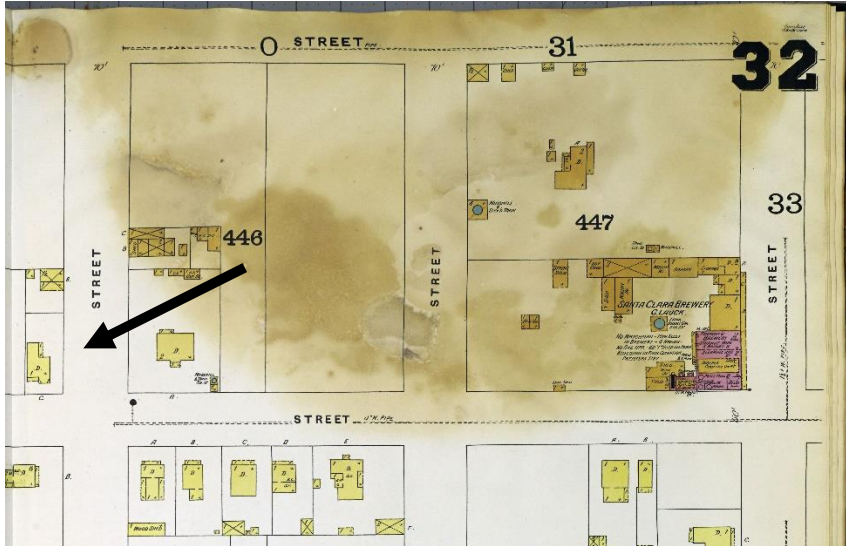
*Date of Evaluation: August 2024

(This space reserved for official comments.)



B 6. Construction History

The property does not appear on the 1887 Sanborn map but does appear on the 1891 Sanborn.



1891 Sanborn Map; arrow points to 1309 Alviso Street.

CONTINUATION SHEET

Page 4 of 7

*Resource Name or # (Assigned by recorder) 1309 Alviso

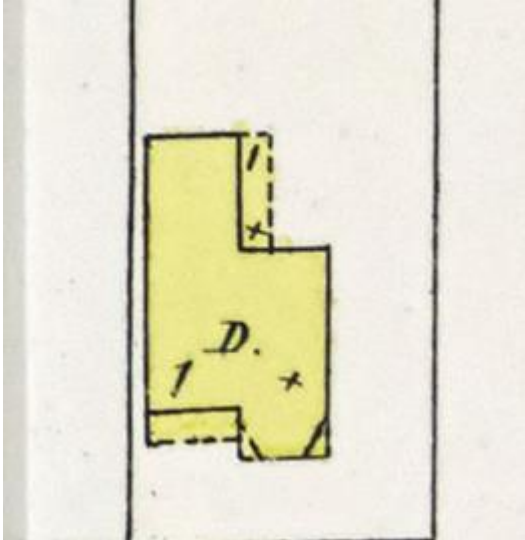
*Recorded by: Richard Brandi

*Date: August 2024

✓ Continuation

Update

B 6. Construction History



The property footprint is unchanged, except for a small rear addition. 1891 Sanborn map.



Google Earth.

CONTINUATION SHEET

Page 5 of 7

*Resource Name or # (Assigned by recorder) 1309 Alviso

*Recorded by: Richard Brandi

*Date: August 2024

✓ Continuation

Update

B 10. Significance

The house is a listed historic resource by the City of Santa Clara.



Photo from the 1981 Historic Resource Inventory sheet, photo dated April 1979.

The inventory form states that the house is significant for its “architectural style, the typical house style of the 1890s and turn-of-the-century in Santa Clara.”

The house has an estimated construction date of 1890 making it 134 years old. There is no original building permit. The house is an example of the late 19th-century Queen Anne style. It has the identifying features of the Queen Anne style that was popular from 1880 to 1910: steeply pitched roof of irregular shape, usually with dominate front facing gable, patterned shingles, cutaway bay window, and asymmetrical facade with full or partial width porch. (Virginia Savage McAlester, A Field Guide to American Houses, New York: Alfred Knopf, 2005, page 345).

The property meets the criteria for inclusion on the historic registry under Section 8.9.2 of the City of Santa Clara General Plan Criteria for Local Significance for being more than 50 years old and for its architectural significance as an “architectural style associated with a particular era and/or ethnic group,” i.e., era of Queen Anne style houses. The property also retains its historic integrity.

The property retains all seven aspects of integrity: location, design, setting, materials, workmanship, feeling, and association. The property has not been moved, the design is unaltered, the residential setting is largely unchanged, the materials and workmanship are unchanged, and the feeling and association of a residential neighborhood is unchanged

B 10. Significance

Photos of Site



Harrison Street (south) façade.



North façade.



Rear façade.

CONTINUATION SHEET

B 10. Significance

Residents of 1309 Alviso Street

A review of the available city directories at the Santa Clara and San Jose Libraries shows the following dates and people who resided at 1309 Alviso Street. None appear to be historically significant.

1892–1911: Martin R. Manuel, carpenter. According to the U.S. Census, Martin was Portuguese and immigrated to the U.S. in 1879 at age 18.

1912: Joseph Carnaggia, an engineer at the University of Santa Clara.

1913–1918: unknown.

1919, 1927 Franck V. Oliver, laborer

1930: Manuel Lopez, laborer.

1940: Cruz A. Ordonoz, waiter.

1952–1981: Beatrice Ramirez or spelled Deramriez, widower.

City Directories are missing for 1891, 1918, and 1921–1925, and there are no reverse directories before 1911.

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.

10-Year Preservation Plan: 1309 Alviso Street, Santa Clara, CA 95050 (Mills Act Application)

Overview: 1309 Alviso Street is a Santa Clara Old Quad Queen Anne Victorian home that was built around 1889. It has undergone significant preservation work and still retains many of its original features and character. As owners of this beautiful home, we are committed to maintaining the historical features of the home in order to preserve its unique aesthetics and original characteristics.

<u>Mills Act Workplan</u>	
Year	Proposed Project
Year 1	Picket fence restoration and painting, pest fumigation
Year 2	Front yard landscaping with drought tolerant native plant area
Year 3	Repair dry rot on the home and repair and dual pane double-hung windows
Year 4	Repair front porch and protect under porch area from pests
Year 5	Paint the exterior of the house
Year 6	Insulate the interior of the home
Year 7	Install whole house water softener and HVAC system, gutter replacement
Year 8	Replace fence and landscaping along Harrison Street side of property
Year 9	Restore or replace garage door
Year 10	Complete interior improvements such as new floors, paint, light fixtures