

**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 _____, 2022, ("Effective Date"), by and between Chris Pfaffroth and Heidi Pfaffroth, owners of certain real property located at 1765 Market 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 269-34-025, and generally located at the street address 1765 Market 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 November 1, 2021. 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 1765 Market 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: Chris Pfaffroth & Heidi Pfaffroth
1765 Market 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/1765 Market Street
Typed: 2/25/2022

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:

Office of the City Attorney
City of Santa Clara

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

“CITY”

**Chris Pfaffroth & Heidi Pfaffroth
Owners of 1765 Market Street**

By: 

Chris Pfaffroth
1765 Market Street
Santa Clara, CA 95050

By: 

Heidi Pfaffroth
1765 Market Street
Santa Clara, CA 95050

“OWNERS”

Exhibits:

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

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Santa Clara)

On May 18, 2022 before me, N. Pimentel, Notary Public,
(here insert name and title of the officer)

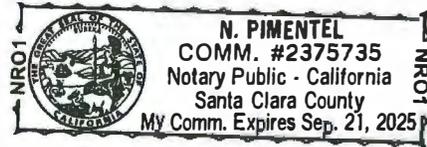
personally appeared Chris Pfauffroth and Heidi Pfauffroth

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____ Title(s) _____

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 269-34-025

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL OF LOT 21 IN BLOCK 2, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "MAP OF THE SANTA CLARA VILLA TRACT", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MAY 11, 1889 IN BOOK D OF MAPS, AT PAGE 103.

Exhibit B

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 31 *Resource Name or #: (Assigned by recorder) 1765 Market Street

P1. Other Identifier: _____
P2. Location: Not for Publication Unrestricted *a: County Santa Clara
 and (P2c, P2e, and P2b or P2d. Attach Location Map as necessary.)
 *b. USGS 7.5' Quad _____ Date _____ T _____; R _____; _____ 1/4 of _____ 1/4 of Sec _____; _____ B.M.
 c. Address 1765 Market 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)
***P3a. Description:** (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

This property falls within the Old Quad neighborhood of Santa Clara, which contains hundreds of 19th century and early 20th century houses along with many newer buildings. The Old Quad covers the quadrangle shown in the 1866 survey by J.J. Bowen. It encompasses the area bordered by Scott Boulevard to the west, Newhall Street to the south and east, and the railroad tracks to the north and east. A moderate number of houses in this area date to the 1850s-1880s, and very large numbers date to the 1890s-1900s. Along the eastern edge of the neighborhood is Santa Clara University, which consists of about eight large buildings dating from 1911-1930, plus newer buildings. By contrast, Santa Clara's historic downtown was razed in the 1960s through urban renewal.

(Please see Continuation Sheet, page 2.)



***P3b Resource Attributes:** (List attributes and codes) residence
***P4. Resources Present:**
 Building Structure Object
 Site District Element of District Other (isolates, etc.)

P5b. Description of Photo:
 (View, date, accession #)
View north, December 2020

***P6. Date Constructed/Age and Source:** Historic
 Prehistoric Both
Between 1900-1905

***P7. Owner and Address:**
Chris and Heidi Pfaffroth
1765 Market Street
Santa Clara, CA 95050

***P8. Recorded by:** (Name, affiliation, and address)
William Kostura
P. O. Box 60211
Palo Alto, CA 94306

***P9. Date Recorded:** _____
March 2021

***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)

Page 2 of 31

Resource Identifier: 1765 Market Street

Recorded by William Kostura

*Date March 2021

Continuation Update

Description (continued)

Two buildings stand on this 50-foot by 151-foot lot: a Queen Anne-style house near the front of the lot that was built between 1900 and 1905; and a garage building in the rear. In the front of the lot, landscaping consists of a lawn, low shrubs or bushes to the sides, concrete walkways, and a concrete driveway along the east side. This driveway continues to the rear of the lot, where the one-story wood-framed garage can be found. The garage has wooden siding and paired vehicle doors in front, and is made of corrugated sheet metal on the other sides. Although it looks older, a building permit dates it to 1958. Save for a mature avocado tree, the back yard between the house and the garage is paved.

The house is wood-framed in construction, is one story plus a low basement in height, rests on a perimeter concrete foundation, and is clad in overlapping clapboard siding. The footprint is rectangular, save for a forward projection at left with a bay window. The angle between this forward projection and the main body of the house is filled by a covered porch with a wooden deck. The roof is hipped, save for a gabled projection that covers the wing with the bay window. A short flight of wooden steps, with wooden railings, balusters, and newel posts, leads up to the porch. A water table consisting of flat boards with a thin molding across the top runs around the house at the first floor level.

The form of this house —with its hipped roof, the gabled roof over the projecting wing, the bay window, and a porch that fills the ell — is common among Queen Anne houses in Santa Clara. This house is a restrained version of a Queen Anne, but the house does possess some strong style details. They include the shape of the bay window, which has a flat front and angled sides, curvilinear wing brackets with pendants and decorative incisions at the top of the bay, and turned posts in the covered porch. The pedimented gable over the bay window has profiled moldings around its perimeter. Finally, the front door is paneled, with chamfered edges around each panel.

Windows and the front door are cased with boards that are thinly profiled at the edges. At the base of each window is a wooden sill and a profiled apron beneath the sill. In the front, three of the windows have replacement vinyl sash, although the fixed window in the flat front of the projecting bay preserves its wooden frame and horizontal bar. Original double-hung wooden sash can be found in windows on the right and left sides.

The interior of the house still has four ornamental paneled doors and molded casings with corner bulls' eyes surrounding the windows and doors. Some original hardware (door knobs and plates, hinges) with ornamental tooling also survives.

(Please see Continuation Sheet, page 3.)

Page 3 of 31

Resource Identifier: 1765 Market Street

Recorded by William Kostura

*Date March 2021

Continuation Update

Two additions can be found at the rear of the house. The earlier and larger addition is immediately adjacent to the oldest part of the house and has a shed roof. The siding on this addition is the same as, and lines up with, the siding on the oldest part of the house, but a break is clearly visible between the siding on the two parts. The later rear addition was added to the rear of the earlier rear addition. It is narrower than the earlier one, has different wooden siding, and has a gabled roof.

One more addition to the house remains to be discussed. It is a sleeping porch toward the rear on the right side. This structure overlaps the original, oldest part of the house and the earlier of the two rear additions. It features a continuous band of windows that wraps around all three sides, just below its roofline. These windows have replacement metal sash set in wooden frames. The siding on this structure is the same, or nearly the same, as on the oldest part of the house, but does not align with it perfectly. Whether the sleeping porch's windows were originally glazed, or merely screened, is unknown.

Thus, the parts of the house appear to have been built in this order:

- 1) The main part of the house (built between 1900 and 1905).
- 2) The first rear addition (date unknown).
- 3) The sleeping porch on the right side (date unknown).
- 4) The second rear addition (date unknown).

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*NRHP Status Code _____

*Resource Name or # (Assigned by recorder) 1765 Market Street

B1. Historic Name: Tully-Andrade-Freitas house

B2. Common Name: _____

B3. Original Use: residence B4. Present Use: residence

*B5. Architectural Style: Queen Anne

*B6. Construction History: (Construction date, alterations, and date of alterations)
Built between 1900 and 1905. Rear additions and sleeping porch added at unknown dates.

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

*B8. Related Features:
none

B9a. Architect: unknown b. Builder: unknown

*B10. Significance: Theme Queen Anne-style architecture Area City of Santa Clara
Period of Significance ca. 1905 Property Type residence Applicable Criterion 3

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

History

This section will cover the history of the Old Quad neighborhood of Santa Clara, the history of the subject house, and a brief description of late Queen Anne-style houses in Santa Clara to put the history and architecture of this house in context.

Old Quad history

As mentioned above, the Old Quad covers the quadrangle shown in an 1866 survey by J.J. Bowen. It encompasses the area bordered by Scott Boulevard to the west, Newhall Street to the south and east, and the railroad tracks to the north and east. The area includes Santa Clara University, which was once the site of Mission Santa Clara. Generally speaking, the Old Quad is the oldest part of Santa Clara. The overwhelming majority of its historic buildings are located here.

(See Continuation Sheet, page 5.)

B11. Additional Resource Attributes: (List attributes and codes) _____

*B12. References:

See Continuation Sheets, pages 13-14.

B13. Remarks:

*B14. Evaluator: William Kostura

Date of Evaluation: March 2021

(This space reserved for official comments.)

(Sketch map — see Sanborn maps, below)

Page 5 of 31

Resource Identifier: 1765 Market Street

Recorded by William Kostura

*Date March 2021

Continuation Update

Old Quad history (continued)

Major factors in Santa Clara's growth and economy include:

1777. Founding of Mission Santa Clara de Asis by the Franciscan order of Spain. This mission was secularized by Mexico in 1833 but the mission chapel continued to function as a church afterward. It was enlarged and rebuilt several times over the next century.

1851-present. After the takeover of California by the United States, the Jesuits acquired the mission and established Santa Clara College in 1851. It became known as the University of Santa Clara in 1912 and as Santa Clara University in 1985. The older buildings on this campus date to the period 1911-1930 and were designed by architects Will D. Shea, John J. Donovan, and Henry A. Minton. The chapel of 1930 was designed by Minton to replicate the old adobe mission building of ca. 1824.

1852. The City of Santa Clara incorporates.

1850s-1880s. Agriculture is the city's primary industry. To some degree this remains true into the 1940s.

1863. The railroad connecting San Francisco and San Jose reaches Santa Clara. The railroad depot still stands, now at 1005 Railroad Avenue.

1885-1990s. Agnew's State Hospital. The Victorian building of 1885 collapsed in the earthquake of 1906, with great loss of life. New buildings were built from 1908 through the 1910s to designs by the State Architect George C. Sellon. After the campus was sold to Sun Microsystems in the late 1990s, all but four of the Agnew's buildings were demolished. It was the best four, however, that were retained.

1960s-present. The semiconductor industry becomes important in Santa Clara.

1963. The city's old downtown is razed in order to receive funding from the federal government for urban renewal.

To the above list should be added Santa Clara's close proximity to the city of San Jose, where some Santa Clara residents worked.

(See Continuation Sheet, page 6.)

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Resource Identifier: 1765 Market Street

Recorded by William Kostura

*Date March 2021

Continuation Update

Old Quad history (continued)

The demolition of the city's old downtown was a major loss, but the built environment in Santa Clara is otherwise able to represent, or evoke, important themes in Santa Clara's early history. An adobe house at 3260 The Alameda (now the Santa Clara Women's Club) is a ca. 1790s building that was part of the Spanish-era mission complex. The Berryessa adobe at 373 Jefferson Street (late 1840s) represents the Mexican or very early American period. Two other early properties evoke Santa Clara's early agricultural economy. The older is the James Lick flour mill complex, at 4101 Lick Mill Boulevard, at Mansion Park Drive. Its four buildings were built in 1857, the 1860s, and the 1880s and include a granary, a house, an office, and a hall. The Harris-Lass house at 1889 Market Street (1865) includes a farmhouse, a barn, a water tank, and farming implements. As mentioned above, four early twentieth century buildings survive at Agnew's State Hospital, and about eight buildings from 1911-1930 survive at Santa Clara University.

Most prolifically, the Old Quad area is filled with hundreds of 19th and early 20th century houses that retain good to high integrity. A few houses date to the 1850s, a moderate number date to each decade of the 1860s, 1870s, and 1880s, and very many date to the 1890s-1920s. While it is beyond the scope of this report to describe these houses in any detail, it can be said that they range from modest, vernacular working-class houses to large houses built for the well-to-do. Houses in the latter group are often elaborately decorated, but smaller houses possess fine details and ornament as well.

Because the subject house is a late example of the Queen Anne style, a number of similarly-styled houses, as well as houses of other styles built at about the same time, are illustrated below.

History of the subject house

This house must have been built between 1900 and 1905. This address could not be found in a search through Enumeration District 38 of the 1900 census for Santa Clara, which included this block; thus, the house probably did not yet stand in that year. The earliest known resident, George Tully, was first listed at this address in the 1905 city directory. In all likelihood, then, this house was built for Tully shortly before 1905.

Owners and residents

Because the Santa Clara County Recorder's Office is closed now, no chain-of-title for this property could be researched. However, residents of this house are known for almost every year from 1905 through 1974, and these residents were almost certainly the owners as well. They were:

(See Continuation Sheet, page 7.)

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History of the subject house (continued)

1905-1923. George F. and Blanche Tully. He was born in 1873 in Missouri, and she was born in 1875 in Illinois. They married in Missouri, moved to California with their first child after 1900, and built or moved into this house by 1905. He always worked as a streetcar conductor for the San Jose and Santa Clara Railroad Company while living here.

According to History San Jose, this railroad was founded in 1868 as a horsecar line between San Jose and Santa Clara. It electrified to become an underground trolley line in 1888 and as an overhead trolley the following year, in 1889. Another source, the "Historic Context Statement, County of Santa Clara," gives a slightly different account, stating that it was the South Pacific Coast Railroad that was electrified between San Jose and Santa Clara in 1888; and that it became an overhead trolley line in 1891. By 1905 it was an interurban system with branch lines to Saratoga, Campbell, and Los Gatos.

1924-1950. John F. and Virginia Andrade. They were natives of Portugal. He came to the United States at age three in 1888; she arrived in 1913, aged about 33; and they married shortly afterward. They moved into this house with three daughters and a son. He always worked as a laborer until retiring in 1930, and died in about 1935. His widow Virginia continued to live in this house with their adult children through at least 1950.

Their children worked in a variety of jobs while living in the house with Virginia. John was a fruit worker in 1934-1935, and in 1937-1938 he was a millhand at the Pacific Manufacturing Company, which performed general millwork and made doors and window sash. Mary was a cannery worker during 1934-1945; Edith was a cannery worker in 1942, a telegraph operator in 1945, and a saleswoman in 1949; and Florence's occupation is known for one year, 1945, when she worked in a cannery.

There were several canneries in Santa Clara through the first half of the 20th century, but three were the largest and longest lasting: Rosenberg Brothers and Company, the Pratt-Low Preserving Company, and Libby, McNeill and Libby. They were the most likely employers of the Andrade children.

1955-1974. John Freitas, Jr. and Mary Freitas. He always worked as a laborer; where, is unknown. Besides the canneries and the Pacific Manufacturing mill, there were several other industrial enterprises in Santa Clara. Building permits of 1958 and 1970 prove that he owned the house during this period.

1980s-recent. Mary Stella Vera. Her obituary states that she was born in Portugal in 1941 and came to the United States with her parents and sister. She attended Santa Clara High School and later worked as a "Floor Lady" at local canneries; this may mean that she had managerial or foreman duties. The current owner understands that she had owned this house for about fifty years until her death in 2019. If that is roughly accurate, it suggests that she bought the house from the Freitas family in 1974 or later.

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History of the subject house (continued)

City directories of 1970-1974 list her as a cannery worker for USP Corporation, as being the widow of Roy Vera, and as residing at 1807 Market Street. The Index to Public Records (found at Ancestry.com) gives conflicting residences for her: at 1807 Market during 1983-1996, and at 1765 Market during 1989-2020. Despite this discrepancy, it seems certain that she lived in this house from the 1980s onward, and perhaps from the 1970s.

The 1915 and 1950 Sanborn insurance maps

Both of these maps show a footprint for the house that is different than it is today. The house as shown in the map is narrower, with a bay window at left and a small porch at right. Today, the house has a greater width and a wider porch. Could the house have once been narrower than it is now, and have been widened after 1950? While that is possible, it is very unlikely for five reasons.

- 1) The proportions of the house, including its width and its hipped roof, are the same as those of other Queen Anne houses of the 1890s-1900s. It has the look of a house from those years.
- 3) The turned posts on the porch of this house also match the 1890s-1900s period. If the house had been widened any time during the 1950s-1970s, it is unlikely that the Victorian style of the porch would have been continued. It would probably have been modernized instead.
- 3) If the house had been widened, the roof would have had to have been entirely reconstructed at the time of widening. The cost of doing this work was probably greater than could have been afforded by the blue-collar residents of this house.
- 4) No breaks in the siding in the area of the front porch exist as evidence of such work.
- 5) No building permit could be found to document such a widening of the house.

Thus, it seems certain that the drawing on the Sanborn maps depicted the footprint of this house incorrectly.

Alterations to the house

As mentioned above, the house has had three additions. The first rear addition and the sleeping porch on the right side appear, from their materials, to have been made at fairly early dates, while the second rear addition is much later in date. Three of the windows in front have been altered with vinyl sash.

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Integrity

Both the National Register and the California Register list seven areas of integrity. While a property does not need to maintain integrity in all seven areas in order to be considered historic, it must retain enough integrity to evoke its historical importance. The areas of integrity are location, design, materials, workmanship, feeling, association, and setting. Regarding the subject house:

- * The house has never been moved, so it retains integrity of location.
- * The house clearly expresses its late Queen Anne style and retains such important features as its bay window, porch, brackets with pendants, hipped and gabled roof, and ornamental doors. It thus retains integrity of design.
- * The house retains its wooden siding, porch, staircase, moldings, doors, and ornament, and most of its original wooden window sash. It thus retains integrity of materials.
- * Millwork that must have been produced by steam-driven machinery (or perhaps, by 1905, electrical) survives on this house. It thus retains integrity of workmanship.
- * This house still has the appearance of a modest workingman's cottage, and so it retains integrity of feeling.
- * The early residents would certainly recognize this house as the one they lived in and so it retains integrity of association.
- * Some nearby houses from the late 19th and early 20th centuries still stand, while other houses in the vicinity are much more recent in date. Thus, integrity of setting is largely but not completely lost.

Previous recognition

Section 8.9 of the City of Santa Clara's General Plan, the Historic Preservation and Resource Inventory, lists this house as one of the city's Historic Properties (Table 8.9-1). It calls the house the Freitas house and estimates the construction date as 1905.

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Evaluation to California Register criteria

Evaluation under Criterion 1 of the California Register: Resources that are associated with events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States.

Because many houses in Santa Clara's Old Quad neighborhood survive from the 19th century, including a fair number that date to the 1880s and earlier, it is difficult to state that this house represents the founding years of the city or its earliest period of development. Regarding its history of occupancy by blue collar workers during the early 20th century, the house must be one of very many in Old Quad that this is true of, and it is probably not distinctive in this history. No other patterns of history come to mind regarding this house, and for this reason, it does not appear to be eligible for the California Register under this criterion.

Evaluation under Criterion 2 of the California Register: Resources that are associated with the lives of persons important to local, California, or national history.

The most interesting early resident was George F. Tully, who worked as a streetcar conductor for the San Jose and Santa Clara Railroad Company while living here (1905-1923). It is highly unlikely that any of the industrial or office buildings associated with that streetcar company still stand, and so this house is the only building known to have any association with it. Under California Register guidelines, however, Tully's work as a streetcar conductor is not sufficient to establish him as an important person in Santa Clara's history. A similar argument applies to the four members of the Andrade family who worked at fruit canneries during 1934-1945. For these reasons, the subject property does not appear to be eligible for the California Register under this criterion.

Evaluation under Criterion 3 of the California Register: Resources that embody the distinctive characteristics of a type, period, region, or method of construction, or represent the work of a master, or possess high artistic values.

With its style details and form, this house strongly embodies the characteristics of a late Queen Anne-style residence. The form includes its projecting bay window, the recessed porch, the hipped roof with a gabled projection over the bay window, and the one-story-over-basement height of the house. The details include the turned porch posts, the wing brackets with pendants at the top of the bay window, the moldings in the pedimented gable and surrounding the front door and windows, the ornamental front and interior doors, and molded casings on the interior.

For this reason, the property appears to be eligible for the California Register under this criterion.

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Evaluation under City of Santa Clara criteria

The Criteria for Local Significance were adopted on April 20, 2004, by the City of Santa Clara City Council and are listed under Section 8.9.2 of the City of Santa Clara General Plan, Criteria for Local Significance. Under this section of the General Plan, 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 archeological significance is potentially eligible. The criteria are listed below.

Criterion for Historical 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.

This house was home to blue-collar workers who worked in two industries that were particularly important in Santa Clara's history: George F. Tully, who was a conductor for the San Jose and Santa Clara Railroad Company during 1905-1923; and members of the Andrade family, who worked for local fruit canneries during 1934-1945. In its scale, this modest house is typical of houses of blue-collar residents in Santa Clara. The house retains six of the seven areas of integrity (see above).

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. Included is the recognition of urban street pattern and infrastructure.

This house was built in ca. 1905 and is one of many in Old Quad that predate World War II. After that war, rapid suburban growth changed the character of the larger city. This house, and hundreds of other houses in Old Quad from the 1850s-1930s, collectively create the feeling that Santa Clara is a historic city. This feeling remains strong and depends on the fact that so many houses from these decades can still be found in almost all parts of Old Quad. In addition to its individual significance as a late Queen Anne house (see below), this house contributes to the historic feeling of the Old Quad area.

Criterion 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 or ethnic group.

This house was built in a late Queen Anne style that was common in Santa Clara around the year 1900. It has the form of a detached Queen Anne cottage, including a projecting wing with a bay window and a

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Evaluation under City of Santa Clara criteria (continued)

porch that is tucked within the angle of the wing, and enough ornament to clearly classify it as a Queen Anne-style house. Other detailing, such as fine moldings in the pedimented front gable, also tie the house to this period.

7. A building's notable or special attributes of an aesthetic or functional nature. These may include massing, proportion, materials, details, fenestration, ornamentation, artwork or functional layout.

Similarly to the argument made in #1, above, this house is notable for its projecting wing, bay window with angled sides, hipped roof, covered porch with turned posts, brackets with pendants at the top of the bay window, moldings, window sills, overlapping wooden siding, and double-hung windows. These elements, along with the scale of the house, are characteristic of modest houses that were built for blue-collar workers and were designed with strong aesthetic features.

Criterion for Geographic Significance

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

1. A neighborhood, group or unique area directly associated with broad patterns of local area history.

This house is significant under this criterion as part of a large collection of Old Quad houses that pre-date World War II and retain their integrity. Collectively, these houses foster a feeling that this core neighborhood of Santa Clara is historic in feeling.

Character-defining features

The following aspects of the house contribute to its historic character:

- * Its massing, including the height, width, tall hipped roof, the projecting wing at left, the pedimented gable over this projecting wing, the bay window with angled sides, and the recessed covered porch at right.
- * Its overlapping wooden siding
- * Wooden double-hung bay windows
- * The fixed window, and its wooden transom bar, in the front plane of the bay window in the projecting wing
- * Wooden casings around the windows and front door

(See Continuation Sheet, page 13.)

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Character-defining features (continued)

- * Turned porch posts
- * The wooden staircase with its wooden balusters and railings, and the wooden floor of the porch
- * Fine moldings in the gable of the projecting wing and in the window and door casings
- * Incised curvilinear wing brackets with pendants at the top of the bay window
- * Molded sills beneath the windows
- * The ornamental front door
- * On the interior, ornamental doors and casings around door openings

Alterations to the house are not character-defining features. These include the former sleeping porch on the right side of the house (toward the rear), the two rear additions, and the altered window sash in the front of the house. Although the former sleeping porch looks old, it is clearly an addition and its construction date cannot be determined; and so it seems better to count it as not character-defining. The garage in the back yard and current landscaping are also not character-defining features.

References

San Jose city directories 1905 to 1974 for the residents of this house (found via Ancestry.com)

1900, 1910, and 1920 censuses for George F. and Blanche Tully, in Missouri and at the subject house; found via Ancestry.com

1930 and 1940 censuses for John F. and Eugenia Andrade at the subject house; found via Ancestry.com

1900 census for Enumeration District 78, in Santa Clara. This district included the subject site, but no listing for 1765 Market could be found. This indicates the house had not been built yet in that year.

1915 and 1950 Sanborn maps, volume 2, page 212. These maps were also searched for canneries in Santa Clara.

Obituary, Mary Stella Vera. At website of Habing Family Funeral Home.

“Neighborhoods of San Jose.” History San Jose website. For history on the San Jose and Santa Clara Railroad.

(See Continuation Sheet, page 14.)

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References (continued)

“Historic Context Statement, County of Santa Clara,” page 42. For history on the San Jose and Santa Clara Railroad.

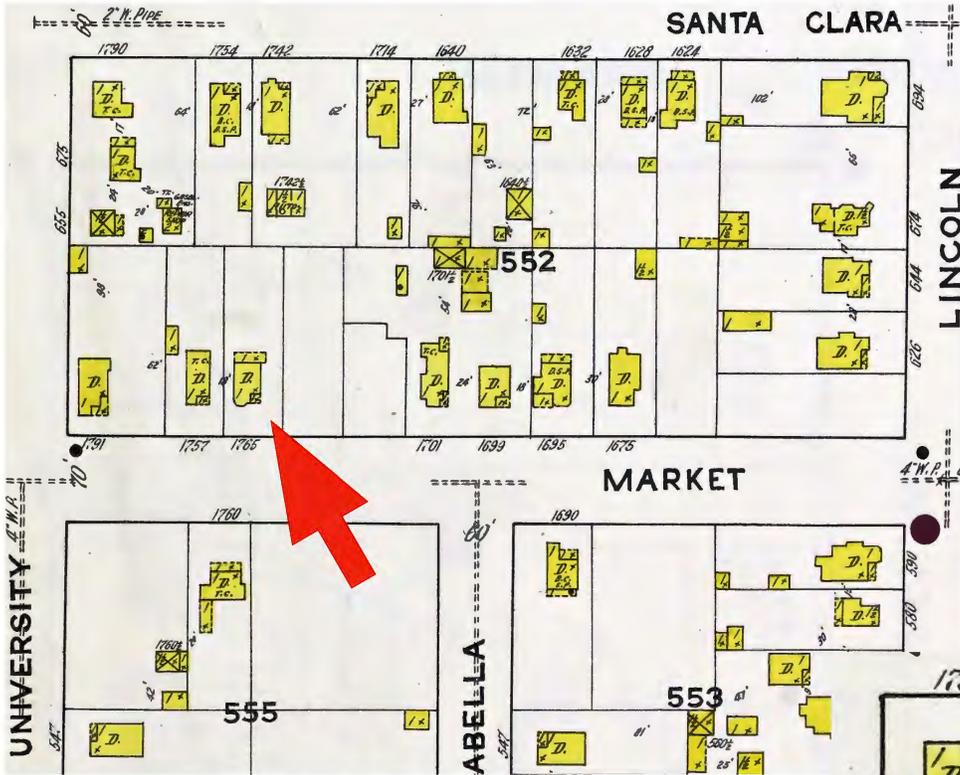
“The Alameda, San Jose.” Wikipedia website. For history on the San Jose and Santa Clara Railroad.

William Kostura. Visits to Old Quad in San Jose to photograph the subject house and numerous other old houses in the neighborhood, during late 2020 and early 2021.

Building permits. The following building permits are available from the city:

- 1958. Erect a one-story 20' x 20' garage building for \$500.
- 1970. Install gas pipes and wall heater for a separate apartment
- 1992. Repair entrance porch (expired)
- 1999. Permit for electrical work
- 2014. Demo framing for proposed addition
- 2015. Sheet rock front of garage and demo illegal framing
- 2020. Interior work on kitchen and bathroom

Sanborn maps

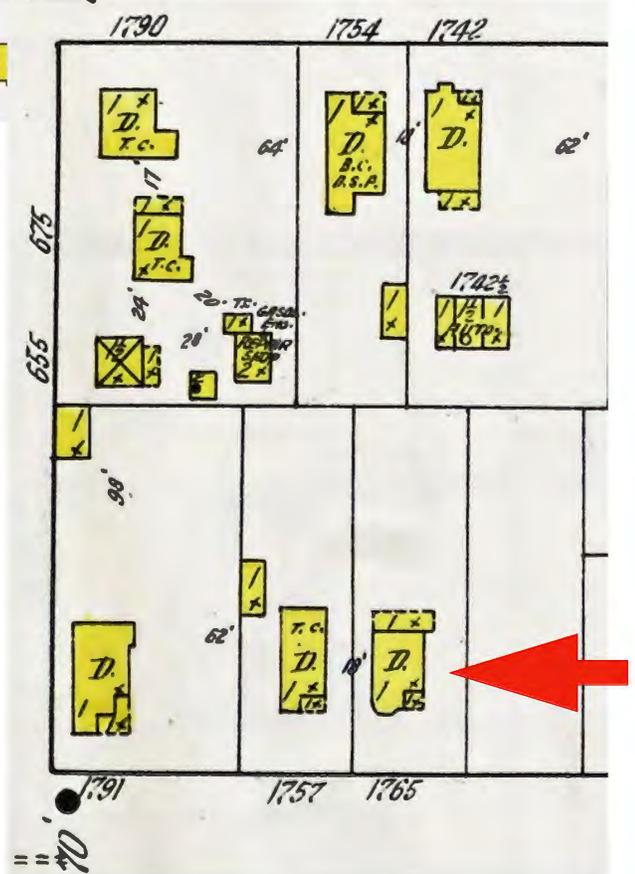


1915 Sanborn map

North



As mentioned on page 8 of the text, there are several reasons to believe that the drawing of this house was inaccurate about its width in the 1915 and 1950 Sanborn maps.



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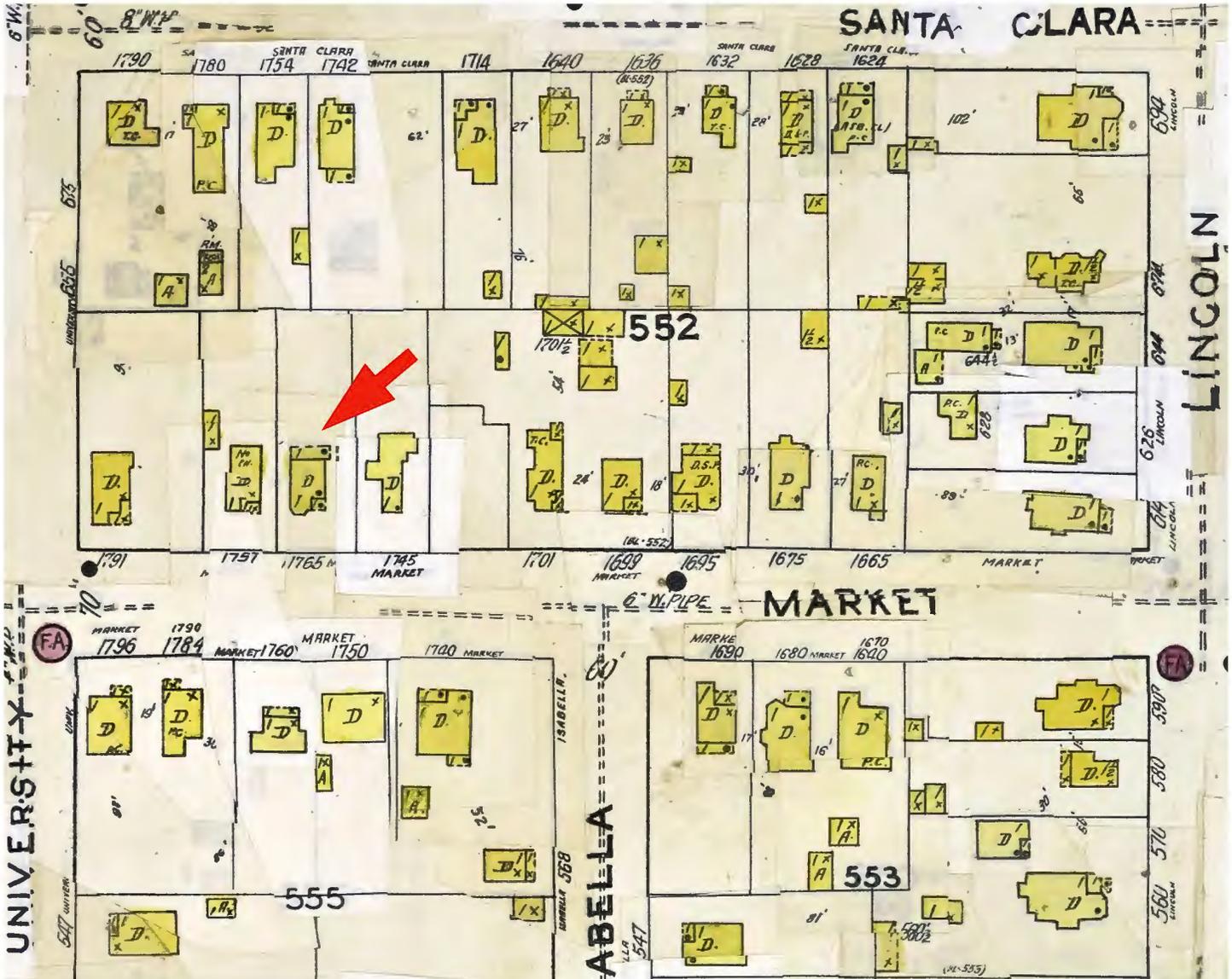
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1950 Sanborn map



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Photographs of the house

The front



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Two views of the pedimented gable over the projecting wing. Note the moldings within the pediment.



Detail of the curvilinear and incised wing brackets, with pendant, at the top of the bay window.

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The front porch, with turned posts and picket balusters

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Above: The front staircase. Below: Overlapping siding in the front plane of the bay window. The molded window sill is typical of sills elsewhere in the house.



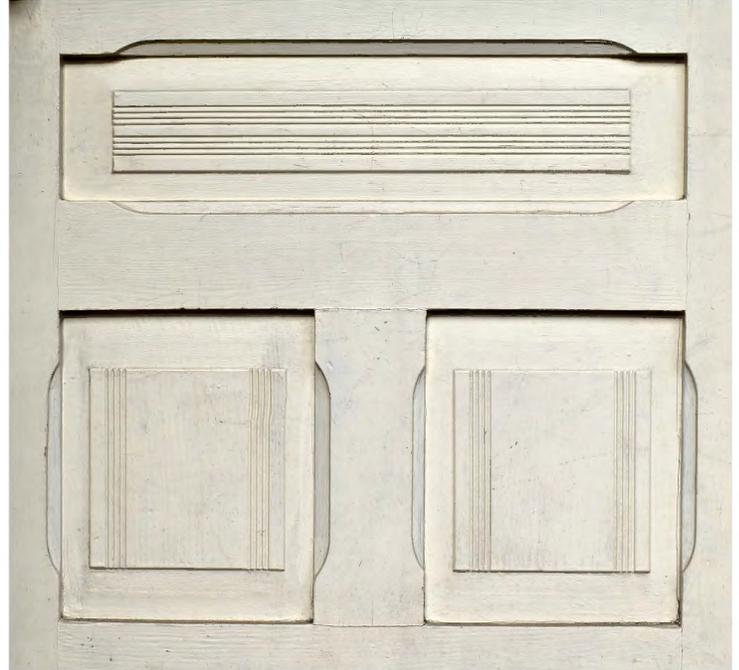
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At left and above: Front door, with detail of the lower panels

At right: Historical plaque on the front of the house. Research done for this report concludes the house must have been built some time from 1900 to 1905.



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The right side of the house



Above right: One of two windows on this side with original double-hung sash.



At left: The former sleeping porch, with non-original metal sash. Because the date this feature was added is unknown, and because of the altered sash, it is considered a non-contributing feature.

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The left side of the house



Above: View looking toward the rear. At right: One of two windows with original wooden sash.
Below: View looking toward the front. At right: A window with replacement aluminum sash.



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The rear of the house



Of the two rear additions, the older one is in the middle of the photo at left, while the more recent one is partially shown at right. The former sleeping porch, also an addition, is at far left.

This photo shows the second of the two rear additions.

Both rear additions are considered non-contributing features.



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Interior



The bay window in the projecting wing. Note the original wooden transom bar in the middle window and the original casings with bulls-eye corners surrounding each window. Similar casings surround the other windows inside the house.

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Above left: One of several original doors inside the house. Note the molded casing. Surviving original features such as these add to the house's architectural significance.

At right and below right:
The two examples of
surviving original
hardware.



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The garage and rear landscaping



At left, top to bottom: The front, rear, and left sides of the garage. A building permit indicates it was built in 1958.

At right: Photos showing how most of the rear yard is paved, except for a mature tree.

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Continuation Update

Photos of other houses of comparable age in Old Quad

Late Queen Anne houses

Old Quad is rich in Queen Anne-style houses. Shown below are some later examples that are similar in size to the subject house. Some are more embellished than the subject house, and some are less so; collectively, all of them strongly contribute to the feeling that Old Quad is a historic neighborhood.

Dates, when given, are from the city's website or from plaques on the fronts of houses.



1474 Homestead Road



1494 Homestead Road



530 Lincoln Street (“pre-1901”)



746 Madison Street

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Continuation Update



1358 Santa Clara Street (1901)



776 Monroe Street (“1912”)

Houses of later styles

While late Queen Anne-style houses were being built in Santa Clara, so were houses in Colonial Revival, Shingle, and other styles. Shown below are some examples that were probably built within several years of the subject house’s construction.



1251 Fremont Street (“ca. 1904”)



1025 Harrison Street (“1898”)

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1540 Homestead Road ("1905")



1293 Lewis Street



1467 Lexington ("1900" or "1902")



669 Lincoln Street



1288 Market Street



1860 Market Street ("1910")

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710 Monroe Street (“1912”)



1190 Monroe Street



823 and 811 Monroe Street (“1900”)

Exhibit C

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.

Exhibit D

October 12, 2021

Chris & Heidi Pfaffroth
500 Magnolia Lane
Santa Clara, CA 95051

10-Year Restoration Maintenance Plan

Tully-Andrade-Freitas house
1765 Market Street

Dear Planning Staff and Historic & Landmark Commissioners,

The following is our proposed 10-year plan for the restorations and maintenance of our historic home at 1765 Market Street. All items to meet the Secretary of Interiors standards for Treatment of Historic Properties:

Years 1-3 (2022-2024)

Foundation: Replace deteriorating and compromised concrete foundation (over-excavation at dirt basement storage area) with new concrete basement foundations (concrete slab and retaining walls with associated drainage). The final 1st floor finished height will be set to the highest point of the existing finish floor. Note that the existing finish floor is higher in the middle of the house because the perimeter of the house has settled over the years due to poor rainwater management around the structure. The basement will be finished to accommodate 3 bedrooms (one bedroom will be lost on the 1st floor to accommodate basement stair), 2 bathrooms, a family room and a mechanical room to adapt the home to meet the homeowners current and future needs (adaptive reuse of a historic structure).

Years 4-5 (2025-2026):

Roofing: Replace existing asphalt composition shingle roofing with new triple layer (tri-lam) asphalt composition shingle roofing with a more similar profile and shadow line of wood shingles (what was originally on the home). Repair any dry rot at roof rafters at the eaves (epoxy repair or replace with to match) and install new ogee style gutter with 2" or 3" diameter round downspouts. Note that there are no existing roof gutters on the original historically significant portion of the residence as it appears that the original wood roof gutters were removed.

Years 6-7 (2027-2028):

Window Restoration: Restore / Repair existing historic wood window sashes. Where windows sashes are inoperable from being painted shut or where pulley ropes have been they will be restored to working order by cutting the paint and installing new pulley ropes where required. Any minor dry rot areas on the window sashes shall be repaired with epoxy filler and repainted to match. Where elements of the existing window sashes have excessive rot (stiles or rails) they shall be replaced with salvaged or custom milled wood to match. Glazing putty, where cracked, shall be replaced and the window sash shall be painted to match existing.

Year 8 (2029): Entry Porch Restoration: Replace modern porch decking with Douglas fir wood tongue and groove decking sloped properly to tie-in with existing vintage wood water table. Replace modern wood deck and railings with new wood railing milled to match the profile of similar era houses in the neighborhood (example: 746 Madison Street).

Year 9-10 (2030-31): Painting: Repaint entire exterior of residence, including all exterior wood siding, eaves, gutters, downspouts, windows, doors and associated trim. Any minor dry rot or pest/rodent damaged areas found shall be repaired with epoxy filler and repainted to match. Where wood material is excessively damaged it shall be replaced with salvaged or custom milled wood to match the profile of the original.

I am excited about restoring and rehabilitating my wonderful historic home so that it can be preserved and enjoyed for many years to come.

Sincerely,

Heidi & Chris Pfaffroth