

**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 _____, 2018, ("Effective Date"), by and between **Shun Ye and Yilin Yu**, owners of certain real property located at **1311 Lewis 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 2012 Santa Clara County Property Tax Rolls as Assessors' Parcel Number **269-03-124**, and generally located at the street address **1311 Lewis 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 **June 6, 2018**. 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 **1311 Lewis 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: **Shun Ye and**
Yilin Yu

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

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

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

(12) **Attorneys' Fees.** In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding

may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

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

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

- a. a Historic Resources Inventory form;
- b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "D";
- c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,
- d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

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

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

(17) **Fees.** The Planning Department may collect such Mills Act Historic Property Contract application fee of \$5,425 (Five thousand four hundred and twenty five dollars), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) **Ordinary Maintenance.** Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Planning and Inspection determines that such action is required for the public safety due to an unsafe or dangerous

condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) California Historical Building Code. The California Historical Building Code ("CHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The CITY's building permit procedure shall be utilized for any Historic Property which is subject to the provisions of this Agreement, except as otherwise provided in this Agreement or the CHBC. Nothing in this Agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing laws, ordinances, rules, regulations, and standards to protect the health, safety, welfare, and property of the OWNERS or occupants of the Historic Property or the public.

(20) Conservation Easements.

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

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

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

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

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

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

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

(25) **Amendments.** This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

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

**CITY OF SANTA CLARA, CALIFORNIA,
A chartered California municipal corporation**

APPROVED AS TO FORM:

Brian Doyle
City Attorney

Deanna J. Santana
City Manager

ATTEST:

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

Nadine Nader
Acting City Clerk

“CITY”
Shun Ye and Yilin Yu,
Owners of 1311 Lewis Street

By: _____
Shun Ye
1311 Lewis Street
Santa Clara, CA 95050

By: _____
Yilin Yu
1311 Lewis Street
Santa Clara, CA 95050

“OWNERS”

Exhibits:

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

I:\PLANNING\2018\Project Files Active\PLN2018-13309 1311 Lewis St (HLC)\Council\Mills Act Contract - 1311 Lewis.doc

EXHIBIT A

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

Beginning at the point of intersection of the Northerly line of Lewis Street with the Westerly line of Monroe Street; running thence Westerly along said Northerly line of Lewis Street, 54 feet; thence at right angles Northerly 150 feet; thence at right angles Easterly 54 feet to the Westerly line of Monroe Street; thence Southerly along said Westerly line of Monroe Street 150 feet to the point of beginning, and being a portion of Block 5 North, Range 4 West, in the town of Santa Clara, California, according to the Official Map of said town.

EXCEPTING THEREFROM that portion of said land retained by the City of Santa Clara in that certain Deed recorded May 16, 1996, Series No. 13295842, described as follows:

Beginning at the most Easterly corner of said parcel; thence from said point of beginning, along the Easterly line of said parcel North 24° 15' 00" West 20.09 feet; thence along the arc of a tangent curve concave to the North, deflecting to the right through a central angle of 90° 15' 00", having a radius of 20 feet, an arc length of 31.50 feet to a point in the Northerly projection of the Northerly line of Lewis Street; thence along said projection of said Northerly line North 66° 00' 00" East, 20.09 feet to the point of beginning.

APN: 269-03-124

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

Primary # _____

HRI # _____
 Trinomial _____
 NRHP Status Code _____

Other Review Code _____

Reviewer _____

Date _____

Listings _____

Page 1 of 10 *Resource Name or #: (Assigned by recorder) A. L. Chapman House

P1. Other Identifier: None

*P2. Location: Not for Publication Unrestricted *a. County Santa Clara

and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad San Jose West Date 2012 T 7S ; R 1W ; SE 1/4 of NE 1/4 of Sec 3 ; Mt. Diablo B.M.

c. Address 1311 Lewis 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, decimal degrees, etc., as appropriate)

Assessor's Parcel Number 269-93-124; northwest corner Lewis and Monroe Streets

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

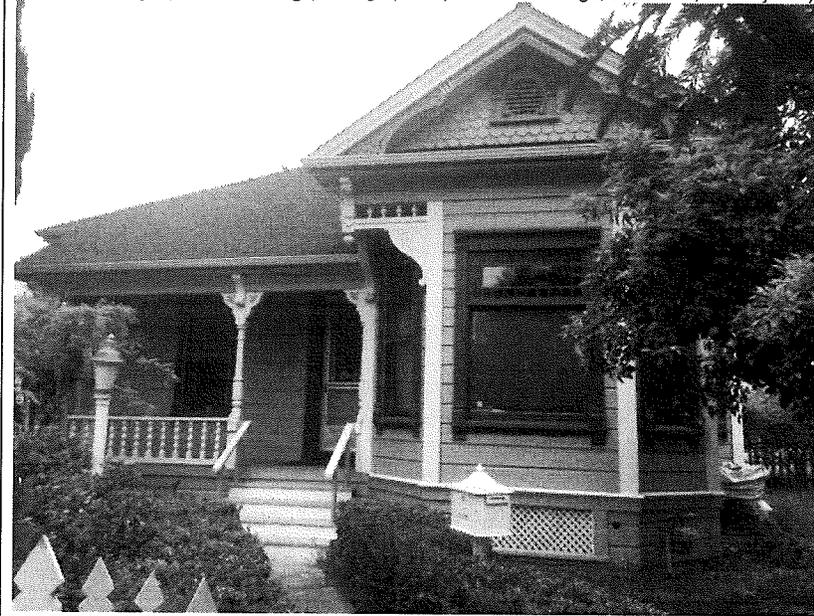
This is a fine example of a raised-floor, single-story Queen Anne cottage wood residence with many quality details and decorations still extant. The exterior has recently been painted and overall this structure is in very good condition. The steeply pitched roof was recently covered with asphalt composition shingles. Its hip shape is truncated at the top with a small flat area covered in sheet metal. There are pedimented gable extensions at the front and side over bay windows.

Many additional character-defining features of this Victorian style remain, such as the water-table trim, the stained glass fixed lite of the front bay window, and the highly decorated tops of the roof extensions over the bays which form hoods above the
 (Continued on page 3, Form 523L)

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

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

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



P5b. Description of Photo: (view, date, accession #) Front façade (view toward northwest), 4/1/2018, no accession #

*P6. Date Constructed/Age and Source:

Historic Prehistoric Both
circa 1886-1889; Sanborn maps, county recorded deeds, city directories

*P7. Owner and Address:

Shun Ye and Yilin Yu

1311 Lewis Street

Santa Clara, CA 95050

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

Bonnie Montgomery

Bay and Valley

421 N 5th Street, San Jose, CA 95112

*P9. Date Recorded:

February 22, 2018

*P10. Survey Type: (Describe)

intensive

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") Historic Resources Inventory Form, 1311 Lewis Street, Santa Clara, CA, dated April 18, 1979

*Attachments: NONE Location Map Continuation Sheet Building, Structure, and Object Record

Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record

Artifact Record Photograph Record Other (List): _____

State of California The Resources Agency Primary # _____
 DEPARTMENT OF PARKS AND RECREATION HRI# _____
BUILDING, STRUCTURE, AND OBJECT RECORD

*Resource Name or # (Assigned by recorder) A. L. Chapman House *NRHP Status Code 551
 Page 2 of 10

B1. Historic Name: A. L. Chapman House
 B2. Common Name: None
 B3. Original Use: Single family residential B4. Present Use: Single family residential

*B5. Architectural Style: Queen Anne

*B6. Construction History: (Construction date, alterations, and date of alterations)
 Constructed between June 24, 1886 (when A. L. Chapman purchased the block) and early 1889 (when Chapman first appears in Santa Clara City directory). Reroof in composition shingles, (Permit BLD2009-19205); demo rear chimney and infill roof and floor openings (Permit BLD2011-26748).

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

*B8. Related Features:
 Detached garage constructed in 1998 (BLD1998-116742).

B9a. Architect: not known b. Builder: not known

*B10. Significance: Theme Architecture and Shelter Area Santa Clara Old Quad
 Period of Significance 1886-1965 Property Type Residential Applicable Criteria None
 (Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The Town of Santa Clara was incorporated on July 5, 1852. It received its charter from the State in 1862. In July 1866, J. J. Bowen made the first official survey of Santa Clara, establishing the municipal limits as well as base and range lines for legally recording property transfers. The Town of Santa Clara recorded the map in August 1866 and began the long task of officially granting property to owners who had purchased town lots under a previous numbering scheme established in the 1850s.

The subject property is at the southeast corner of Block 5 North, Range 4 West. On November 8, 1867, the Town of Santa Clara granted the entire block to Peter Haun (Santa Clara County [SCC] Deeds Book Y, Page 373). Haun, born in Ohio in 1793, married Jane Moody in St. Charles, Missouri, in 1818. In 1851, Peter Haun crossed the plains by ox team with his nephew, Daniel Lewis Moody. Peter's son, William Haun, and Daniel's brother, George Washington Moody, were already in California, arriving in 1846 and 1847, respectively. William Haun was an early settler of Saratoga, while G. W. Moody became a Santa Clara town trustee in 1853.

(Continued on page 3, Form 523L)

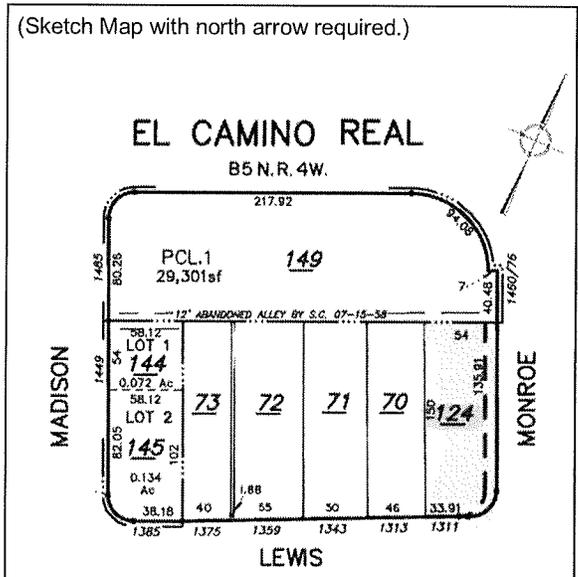
B11. Additional Resource Attributes: (List attributes and codes) _____

*B12. References:
 Early Settlers Files, Santa Clara City Library. Peter Haun, A. L. Chapman, Thomas H. Laine. Foote, H. S. *Pen Pictures from the Garden of the World* (Chicago: Lewis, 1888), 573-574. Garcia, Lorie. *Santa Clara: From Mission to Municipality* (Santa Clara University, 1997).
 (Continued on page 7, Form 523L)

B13. Remarks:

*B14. Evaluator: Bonnie Montgomery
 *Date of Evaluation: February 22, 2018

(This space reserved for official comments.)



CONTINUATION SHEET

Property Name: A. L. Chapman House

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

angled windows below. These roof extensions are highly decorated with sunburst carvings in the support brackets above the windows that extend to a pendant-and-ball ornament suspended where these brackets join at the base of the small spindled frieze above. There are additional carved brackets supporting the boxed eaves. Likewise, the porches are decorated in similar high Victorian "gingerbread" trim with large scale turned posts supporting the roof. All of the original decoration is in very good condition, although the front steps and railing and possibly the balustrade of the porch have been modified and simplified over the years; e.g., the newel posts are missing.

The windows visible from the street appear to all be original 1-over-1, double-hung, wood style in very good condition, and with the addition of modern screening. The wood window trim has additional decoration such as a capital and base on the jambs and an apron with scroll blocks below the sill. The windows in the front bay have hooded dentils at the head. The front bay also features a Queen Anne stained glass sash in the upper third of the largest window.

In addition to the fish-scale shingles in the roof pediments, the rake edges have pierced, carved, decorative barge boards with additional decoration echoing the porches, and the round wood vent in the pediment has smaller scale wood carvings and decoration also echoing that of the porches.

The siding is of an angled-drop or "weathered joint" profile of the ubiquitous California Rustic wood siding so popular at this time. The frieze board at top carries a rounded dentil trim at its base. A basement story is separated from the rest of the siding by a water-table. These have often been removed, whereas this trim remains and is in good condition. The siding of the basement story matches the main floor and has the same exposure. The basement siding is punctuated by a few large, rectangular vents of a pleasing scale, although the wood grille-work in them is likely modern.

The gutters may be new (the originals were likely wood gutters built-in to the edge of the roof, as was common in houses of this time. They appear to have been replaced with metal gutters and the boxed eaves have been rebuilt, perhaps with a new fascia board. But the overall effect, with the Ogee gutter shape and the configuration of the boxed pieces approximating the originals, does not detract from a far-distance view of the house. Unfortunately, the small diameter round downspouts typical of a house of this age have been replaced with rectangular shaped ones. However, this is not a major item.

The property is near the northern boundary of the City of Santa Clara's Old Quad, a recognized historic residential neighborhood. The neighborhood was primarily developed in the late nineteenth and early twentieth centuries. Although some recent infill housing exists (particularly the adjacent condominiums at 1460 Monroe Street), many houses similar in age, scale, and style remain nearby.

CONTINUATION SHEET

Property Name: A. L. Chapman House

Page 4 of 10

(Continued from page 2, Form 523B, B10. Significance)

Peter Haun's wife and children soon joined him in Santa Clara. Two of their married daughters, Matilda Gardner and Mary Ann Hudson, lived nearby. A son, Zimry Haun, and a daughter, Elizabeth Jane McCutchen, settled near Gilroy. Peter Haun and his family were enumerated in Santa Clara in both the 1860 and 1870 censuses. According to the list of property owners and their improvements, which accompanied the 1866 survey, Block 5 North, Range 4 West was 93177 square feet. Peter Haun had improved it with a frame house and barn.

Peter Haun died at age 79 in Santa Clara on March 22, 1873. As shown on the Plat Map of Santa Clara, drawn between 1873 and 1875, Block 5 North, Range 4 West was owned by the Estate of Peter Haun. His wife, Jane, was listed in the 1876 Santa Clara city directory at the northwest corner of Lewis and Monroe. Jane Haun died at age 78 in Santa Clara on October 18, 1879.

The Hauns' block in Santa Clara passed to the widower, children, and grandchildren of their daughter Elizabeth McCutchen, who died on April 3, 1875, in Gilroy. After her death, her husband, Meremoth E. McCutchen, sold his fifteen acres in Gilroy (SCC Deeds Book 37, Page 497, November 4, 1875; Book 44, Page 28, December 29, 1876) and moved his family to Whitman County, Washington Territory. The McCutchens sold Block 5 North, Range 4 West to A. L. Chapman in June 1886 (SCC Deeds Book 83, Page 636; Book 90, Page 187).

A.L. Chapman (whose full name was recorded as Aided Lyon, Aidelyn, or Adeline) was born in Kentucky in 1814. According to his 1888 biographical sketch in *Pen Pictures from the Garden of the World*, Chapman came overland in 1850 to try his luck in the Gold Rush, but he found greater riches with his blacksmith shop in Stockton. He worked variously as a blacksmith, storekeeper, and farmer in Stockton, Amador County, and Solano County until 1884, when he purchased a 15-acre ranch on Homestead Road, about one mile west of Santa Clara. In four years, he had cultivated his ranch as a vineyard and an orchard of apricot, pear, prune, peach, plum, and cherry trees.

Chapman brought his wife and daughters to California in 1852. His daughter Lucy married Thomas H. Laine on June 14, 1860. In 1849, while still a boy, Thomas H. Laine came overland with his mother, stepfather, and brother. He graduated with the first class of the University of the Pacific in 1858 and became a well-known attorney in the Santa Clara Valley. Laine was elected to the State Legislature on the Democratic ticket in 1872 and was a member of the state Constitutional Convention in 1878. One of his sons married the daughter of Frederick Christian Franck, linking two prominent Santa Clara families.

When A. L. Chapman bought this block in June 1886, anti-Chinese sentiment among white Californians had risen to a new peak of vocal denouncement and violence. On the eve of a planned boycott of whites who employed Chinese or leased them property, Thomas H. Laine spoke on the record against both the boycott and the Chinese, in the *San Jose Mercury* of March 28, 1886: "We are all anti-Chinese, but the Chinamen must be gotten rid of by lawful means, and in a decent and proper way." On April 4, 1887, the City of San Jose brought suit against the white property owners of San Jose's Market Street Chinatown, demanding that they evict their Chinese tenants or have their property seized. Thomas H. Laine was Special Counsel for the City, working with the City Attorney and the California Attorney General. Before the land could be seized, Chinatown burned in an arson fire on May 4, 1887. With the Chinese removed from the heart of San Jose's downtown, a building boom commenced in the

(Continued on page 5, Form 523L)

CONTINUATION SHEET

Property Name: A. L. Chapman House

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Santa Clara Valley. Property values soared as white settlers arrived to buy new homes and ranches. Thomas H. Laine handled real estate transactions for his father-in-law, and it is in this boom year of 1887 that Chapman and Laine began subdividing the block into house lots.

The 1891 Sanborn and the 1893 C. E. Moore maps show how the block had developed in a few years. Chapman owned a lot 100 by 150 feet square at the corner of Lewis and Monroe, improved by a house with an identical footprint as the one standing today at 1311 Lewis. A barn at the rear property line was likely the one listed in the 1866 town survey. Chapman also owned an adjacent lot on Monroe Street. It contained a house, which most probably was the frame house inventoried in 1866. Chapman sold the lot that is now 1343 Lewis Street to John H. Wear on October 17, 1887 (SCC Deeds Book 98, Page 398). In November and December, 1888, Chapman sold to Manuel Limas a lot 97 by 150 feet square at the corner of Monroe and Clay and sold to D. A. Mendoza a lot 147 by 155 feet square at the corner of Madison and Clay (SCC Deeds Book 112, Page 214; Book 113, Page 104). Both Limas and Mendoza had subdivided their lots by the time of the 1893 map.

Mr. and Mrs. A. L. Chapman were enumerated in the 1900 census at 1311 Lewis Street. They were 85 and 82 years, respectively. On the Sanborn map revised in 1901, the block showed new construction on Clay Street, but the subject property remained the same. A. L. Chapman died on December 10, 1901. His estate was settled on April 18, 1903 (Deeds Book 268, Page 30). His wife Eliza received 50% of her husband's estate; the other half was divided between her grandson and her four daughters. The estate contained the lot 100 by 150 feet square at the corner of Lewis and Monroe as well as the 15-acre orchard Chapman bought in 1884.

Eliza A. Chapman continued to be listed at 1311 Lewis Street through the 1907-1908 city directory. In the 1908-1909 directory, she was living at 1313 Lewis Street, a new house built on the Chapman lot. Mrs. Chapman died on October 25, 1908. The deeds showing her daughters selling 1311 and 1313 Lewis Street have not yet been found. A renter was listed at 1313 Lewis Street in the 1910 census, with no one being enumerated at 1311 Lewis Street.

The first street address directory for Santa Clara appeared in 1915, showing short-term tenants at 1311 Lewis Street until 1919, when Manuel and Madeline Ferreira, recent immigrants from Portugal, were listed at 1311 Lewis Street. The 1915 Sanborn map shows the new house at 1313 Lewis Street. The barn remains in 1915, but it was demolished some time before the 1939 revision. The 1920, 1930, and 1940 censuses show the Ferreras as the resident owners of 1311 Lewis Street. No deed confirming their ownership has been found before Madeline Ferreira's death. On April 6, 1954, her estate was settled. The lot was then at its present size, 54 feet along Lewis Street and 150 feet along Monroe Street. In a separate transaction on December 6, 1954, Manuel Ferreira granted 1311 Lewis Street to his four children (SCC Official Records Book 3025, Page 551). The house changed hands six times before the current owners purchased it on March 10, 2017 (SCC Grant Deed No. 23599594).

The residence at 1311 Lewis Street was built for A. L. Chapman and his wife Eliza, who were the in-laws of Thomas H. Laine, a significant figure in history of the Santa Clara Valley during the nineteenth century. The Chapmans were not themselves, however, individually significant. They occupied the house until their deaths in 1901 and 1908, respectively. The house changed hands at least seven times during the twentieth and early twenty-first centuries, (Continued on page 6, Form 523L)

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Property Name: A. L. Chapman House

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(Continued from page 5, Form 523L.)

but none of these families appear to be significant to the history of the region, nation or State. Neither are there events associated with the building which have made a significant contribution to the broad patterns of history or cultural heritage. It would therefore appear that the building would not be eligible for the National Register of Historic Places based on criteria A or B, or the California Register of Historic Resources based on 1, 2, or 3. While it would not appear to be eligible individually for the National Register, under Criterion C, the building does contribute to the historic fabric of the Old Quad, a potentially eligible district.

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

Criterion A: Historical or Cultural Significance

No. 1. The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, state, or nation.

No. 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 Queen Anne residence exhibits many interesting details of Victorian architecture prevalent when A. L. Chapman had the house built for himself and his wife around 1887 and retains excellent integrity. Not only did Chapman build this house, he also subdivided the block into house lots. The residential building boom of the late 1880s signaled a significant shift away from the settlement patterns of early settlers of Santa Clara, who farmed entire blocks in the Town of Santa Clara between the 1850s and 1870s. Previous block owner Peter Haun was just such a pioneer. Owners in this new residential block included Portuguese immigrants. The contributions of the members of the families who lived here are directly associated with the growth of trade and industry in the Town of Santa Clara.

Criterion B: Architectural significance

No. 1. The property characterizes an architectural style associated with a particular era and/or ethnic group.

The residence at 1311 Lewis Street is an excellent example of the Queen Anne style, which was popular in the 1880s and 1890s. There are many other, very similar Queen Anne cottages from this period in the Old Quad, but few have been maintained as well or have as many intact character-defining features.

(Continued on page 7, Form 523L.)

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Property Name: A. L. Chapman House

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(Continued from page 6, Form 523L.)

Criterion C: Geographic significance

No. 1. A neighborhood, group or unique area directly associated with broad patterns of local area history.

The subject property anchors the southeast corner of a block in the Old Quad that was subdivided in the late 1880s to accommodate new housing that Santa Clara needed due to the growth and expansion of manufacturing and agricultural industries. The need for greater housing density in the ensuing 130 years leaves this house, along with 1385 Lewis Street at the southwest corner, the only single-family homes in this block to represent that period of Santa Clara's history.

Definition of Integrity

Integrity refers to a property's ability to convey its significance. Significance is conveyed by the retention of a resource's visual and physical characteristics and its surroundings. The National Register criteria recognize seven aspects to integrity: location, design, setting, materials, workmanship, feeling, and association. To retain historic integrity, a property will always possess several, and usually most, of these aspects.

The modern test of integrity according to the Office of Historic Preservation is to stand on the sidewalk and ask yourself the following question: "Does the resource display enough of what made it significant for its historical period that it can be easily grasped by the average passerby?" Properties must have sufficient integrity in addition to meeting the criterion for significance in order to be considered a qualified historic resource.

Evaluation of Integrity

The residence retains great integrity. It stands at its original location. Its character-defining features (its original windows, roofline, porches, trim, and decorative gingerbread) have been preserved and retained, which convey its historical significance or origin. The exterior changes (new roofing and removal of a chimney at the rear) help preserve the house and make it function for a contemporary family. The historical use of the building has not changed; it remains a single-family home. In workmanship, feeling, and association, the subject property retains its historic character and is easily recognizable as a historic property.

Conclusions and Recommendations

This property is on the City of Santa Clara Architecturally or Historically Significant Properties list. In this update of the April 18, 1979, Historic Resources Survey Report for the City of Santa Clara, the evaluator finds 1311 Lewis Street to be a fine example of the Queen Anne architectural style and to exhibit excellent integrity. Based on compliance with the Local Significance Criteria, the house is eligible for continued listing on the City of Santa Clara Architecturally or Historically Significant Properties List. A Mills Act contract with the property owners would assist in preserving the house's character-defining features.

(Continued from page 2, Form 523B, B12. References)

Garcia, Lorie, George Giacomini, and Geoffrey Goodfellow. *Place of Promise: The City of Santa Clara, 1852–2002* (City of Santa Clara, 2002).Gunn, J. M. *History of the State of California and Biographical Record of Coast Counties* (Chicago: Chapman Publishing, 1902), 665–666.

Map of the Town of Santa Clara, drawn by C. E. Moore (1893).

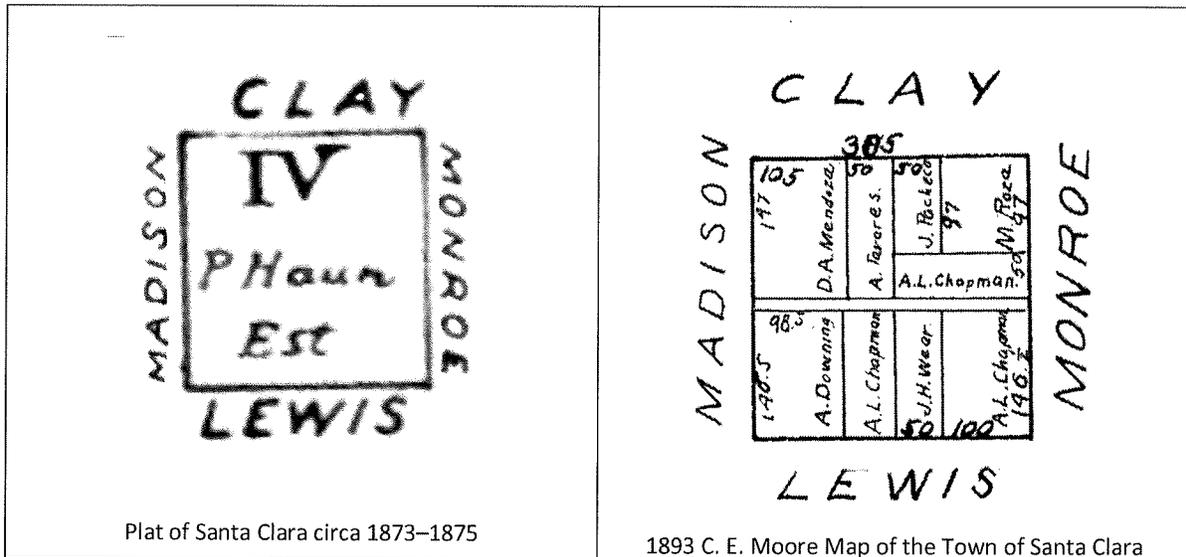
Sanborn Fire Insurance Maps (1891, 1901, 1915, 1939, 1950, 1962).

United States Federal Census (1860, 1870, 1880, 1900, 1910, 1920, 1930, 1940).

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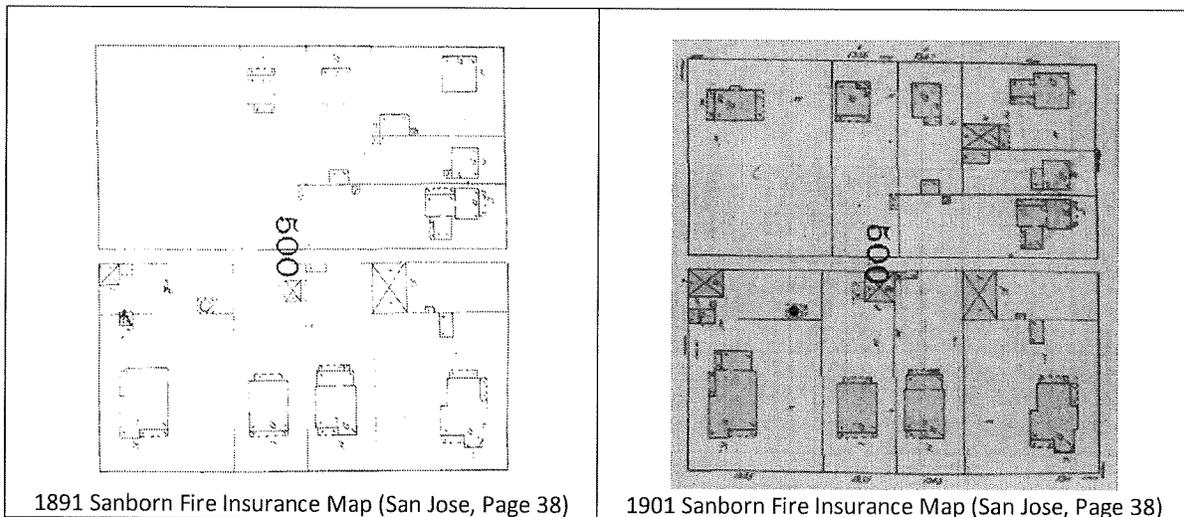
Property Name: A. L. Chapman House
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Historic Maps



Historic Sanborn Fire Insurance Maps, 1891-1901

Block 5N Range 4W, Sanborn Block 500, bounded by Clay Street, now El Camino Real (top);
 Lewis Street (bottom); Madison Street (left); Monroe Street (right).
 1311 Lewis is at NW corner of Lewis and Monroe (bottom right).

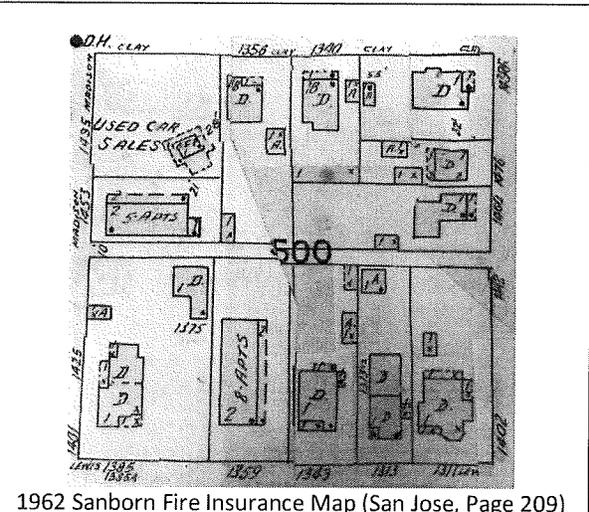
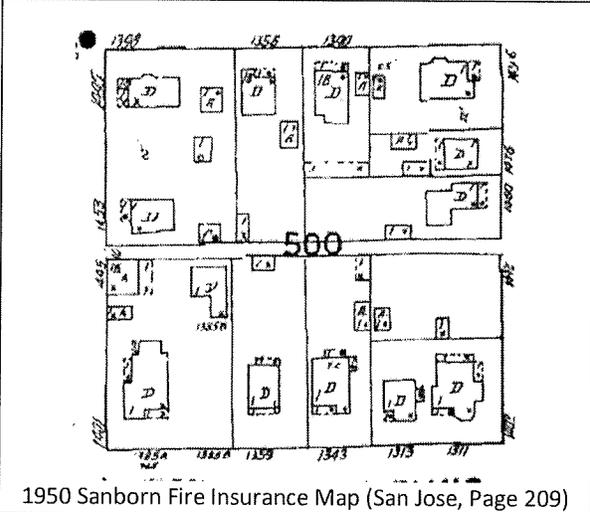
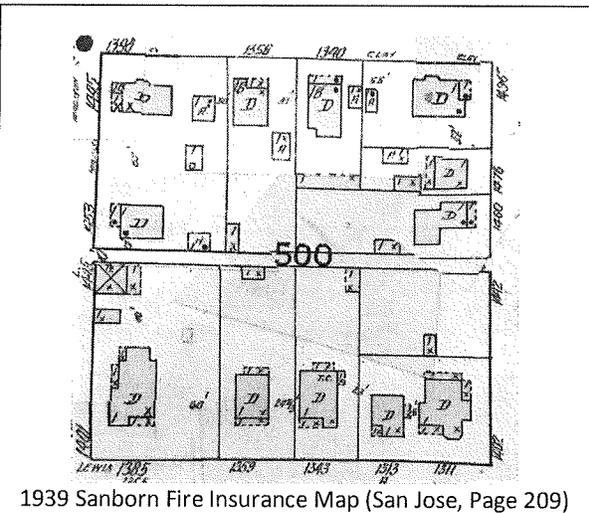
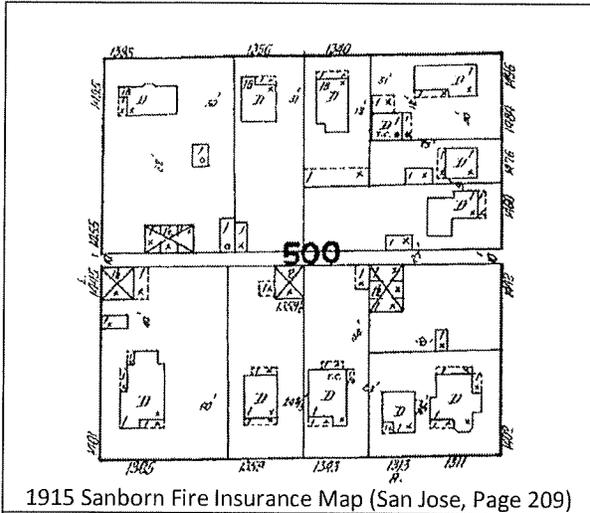


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Historic Sanborn Fire Insurance Maps, 1915–1962

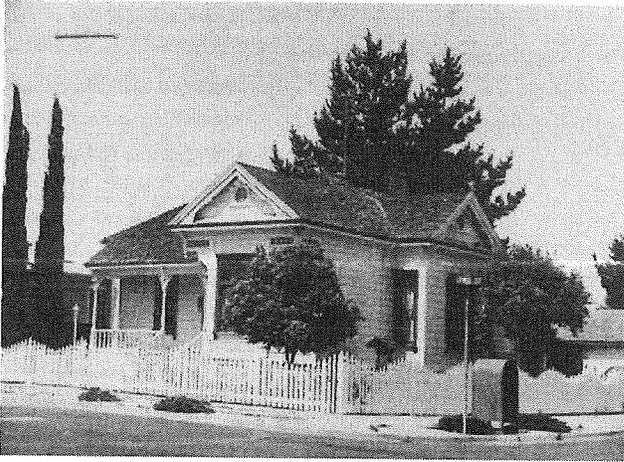
Block 5N Range 4W, Sanborn Block 500, bounded by Clay Street, now El Camino Real (top);
Lewis Street (bottom); Madison Street (left); Monroe Street (right).
1311 Lewis is at NW corner of Lewis and Monroe (bottom right).



CONTINUATION SHEET

Property Name: A. L. Chapman House
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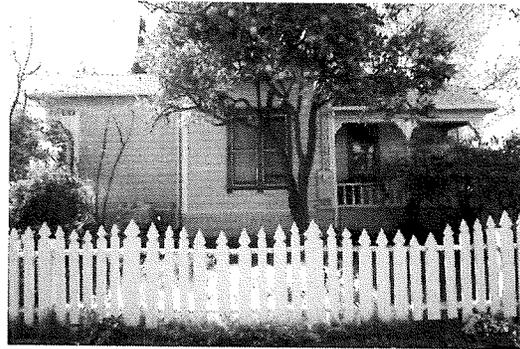
Additional Photographs



North (front) façade and east (side) elevation of 1311 Lewis Street, taken on April 18, 1979. The photo appeared on the original historic inventory form. Since this photo was taken, the only alterations to the house's exterior are reroofing in composition shingles and removal of the rear chimney. The white picket fence remains as well.



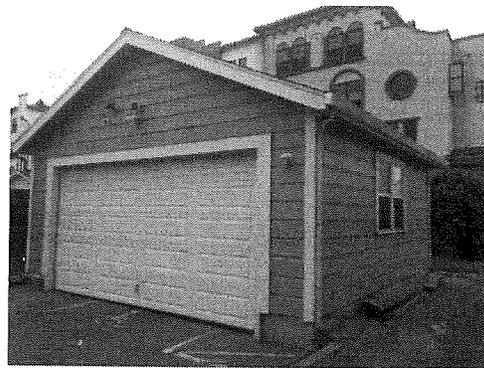
East (side) elevation showing gable end and new downspouts. February 2018. Camera facing northwest.



East (side) elevation showing rear porch. February 2018. Camera facing west.



South (rear) elevation showing rear porch, basement entry, and back door. April 2018. Camera facing south.



Garage front with new condominiums in background. April 2018. Camera facing northwest.

paragraph (e) and adding the heading "Canadian dollars", and adding new paragraph (f) to read as follows:

§ 7.3 Glacier National Park.

(a) *Fishing.* (1) Fishing regulations, based on management objectives described in the park's Resource Management Plan, are established annually by the Superintendent.

(2) The Superintendent may impose closures and establish conditions or restrictions, in accordance with the criteria and procedures of §§ 1.5 and 1.7 of this chapter, or any activity pertaining to fishing, including but not limited to, species of fish that may be taken, seasons and hours during which fishing may take place, methods of taking, size, location, and possession limits.

(3) Fishing in violation of a condition or restriction established by the Superintendent is prohibited.

* * * * *

(d) *Motorboats.* (1) Motorboats and motor vessels are limited to ten (10) horsepower or less on Bowman and Two Medicine Lakes. This restriction does not apply to sightseeing vessels operated by an authorized concessioner on Two Medicine Lake.

(2) All motorboats and motor vessels except the authorized, concessioner-operated, sightseeing vessels are prohibited on Swiftcurrent Lake.

(3) The operation of all motorboats and motor vessels are prohibited on Kintla Lake.

* * * * *

(f) *Commercial passenger-carrying motor vehicles.* The prohibition against the commercial transportation of passengers by motor vehicles to Glacier National Park, contained in § 5.4 of this chapter, shall be subject to the following exceptions:

(1) Commercial transport of passengers by motor vehicles on those portions of the park roads from Sherburne entrance to the Many Glacier area; from Two Medicine entrance to Two Medicine Lake; from West Glacier entrance to the Camas Entrance; U.S. Highway 2 from Walton to Java; and the Going-to-the-Sun Road from West Glacier entrance to Lake McDonald Lodge and from St. Mary entrance to Rising Sun will be permitted.

(2) Commercial passenger-carrying motor vehicles operated in the above areas, on a general, infrequent, and nonscheduled tour in which the visit to the park is incidental to such tour, and carrying only round-trip passengers traveling from the point of origin of the tour, will be accorded admission to the park. Such tours shall not provide, in

effect, a regular and duplicating service conflicting with, or in competition with, the tours provided for the public pursuant to contract authorization from the Secretary as determined by the Superintendent.

Dated: June 16, 1995.

George T. Frampton, Jr.,
 Assistant Secretary for Fish and Wildlife and Parks.

[FR Doc. 95-16965 Filed 7-11-95; 8:45 am]

BILLING CODE 4310-70-P

36 CFR Part 68

RIN 1024-AC24

The Secretary of the Interior's Standards for the Treatment of Historic Properties

AGENCY: National Park Service, Interior.
 ACTION: Final rule.

SUMMARY: The National Park Service (NPS) published proposed revisions to 36 CFR part 68, The Secretary of the Interior's Standards for Historic Preservation Projects, on January 18, 1995 (60 FR 3599). The standards apply to all proposed grant-in-aid projects assisted through the National Historic Preservation Fund, focusing primarily on development projects involving buildings. The public was invited to comment for 60 days, with a closing date of March 20, 1995. *No comments were received.* A more thorough discussion of the revisions can be found in the proposed rule (60 FR 3599).

EFFECTIVE DATE: August 11, 1995.

FOR FURTHER INFORMATION CONTACT: Kay Weeks, 202-343-9593.

SUPPLEMENTARY INFORMATION:

Background

The Secretary of the Interior's Standards for Historic Preservation Projects were codified December 7, 1978, at 36 CFR part 1207 (43 FR 57250), and redesignated at 36 CFR part 68 on July 1, 1981 (46 FR 34329). These Standards are applied to all proposed grant-in-aid projects assisted through the National Historic Preservation Fund (HPF). They focus primarily on acquisition and development projects for buildings listed in the National Register of Historic Places.

The NPS is revising 36 CFR part 68, The Secretary of the Interior's Standards for Historic Preservation Projects, and replacing it with a broader set of standards to include all cultural property types. The revisions will change the title of 36 CFR part 68 to "The Secretary of the Interior's Standards for the Treatment of Historic

Properties". Revisions to the existing Standards began in 1990 in conjunction with the National Conference of State Historic Preservation Officers and meetings with the National Trust for Historic Preservation and a number of other outside organizations. Standards have been evolving over time, with the majority of the concepts proposed here having been practiced successfully in field application. These practices are now being proposed as revisions to codified standards and are, in several ways, broader in approach and, most important, easier to use.

First, the revised standards may be applied to all historic resource types, including buildings, sites, landscapes, structures, objects and districts.

Second, they will eliminate the general and specific standards format, which tended to create a lengthy rule that was also confusing. In the existing rule, eight general standards apply to every project, eventhough the goals of work differ dramatically. In addition, specific standards apply to specific types of projects, thus acknowledging the differences in work approaches, but resulting in a total of 77 standards. The revised standards remedy organizational problems that had existed in the earlier standards and create a clearer document for the user. For example, the definitions of the different treatments are expanded to assist selection of the most appropriate one; § 68.4(a), relating to acquisition, has been deleted because it is not a treatment; and protection and stabilization are consolidated under a single preservation treatment rather than being cited separately. As a result, the total number of treatments will be reduced from seven to four.

Third, the total number of standards will be reduced from 77 to 34, and the distinctions between the four treatments have been clarified in the standards themselves. *Preservation* focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time. *Rehabilitation* acknowledges the need to alter or add to a historic property to meet continuing or changing uses, while retaining the property's historic character. *Restoration* is undertaken to depict a property at a particular period of time in its history, while removing evidence of other periods. *Reconstruction* recreates vanished or non-surviving portions of a property, generally for interpretive purposes.

In summary, the simplification and sharpened focus of these revised sets of treatment standards will assist users in making sound historic preservation decisions. It should be noted that a

slightly modified version of the Standards for Rehabilitation was codified in 36 CFR part 67, and focuses on "certified historic structures" as defined by the IRS Code of 1986. Those regulations are used in the Preservation Tax Incentives Program. 36 CFR part 67 should continue to be used when property owners are seeking certification for Federal tax benefits.

Drafting Information

The primary authors of the final rule are Kay D. Weeks, Technical Writer-Editor, Preservation Assistance Division, and H. Ward Jandl, Deputy Chief, Preservation Assistance Division.

Paperwork Reduction Act

This rulemaking does not contain information collection requirements that require approval by the Office of Management and Budget under 44 U.S.C. 3501 *et seq.*

Compliance With Other Laws

This rule was not subject to review under Executive Order 12866. The Department of the Interior has determined that this document will not have a significant economic effect on a substantial number of small entities under the Regulatory Flexibility Act (5 U.S.C. 601 *et seq.*).

The NPS has determined that this rule will not have a significant effect on the quality of the human environment, health and safety because it is not expected to:

- (a) Increase public use to the extent of compromising the nature and character of the area or causing physical damage to it;
- (b) Introduce incompatible uses that may compromise the nature and characteristics of the area, or cause physical damage to it;
- (c) Conflict with adjacent ownerships or land uses; or
- (d) Cause a nuisance to adjacent owners or occupants.

Based on this determination, this final rule is categorically excluded from the procedural requirements of the National Environmental Policy Act (NEPA) by Departmental guidelines in 516 DM 6 (49 FR 21438). As such, neither an Environmental Assessment nor an Environmental Impact Statement has been prepared.

List of Subjects in 36 CFR Part 68 Historic Preservation

In consideration of the foregoing, 36 CFR part 68 is revised to read as follows:

PART 68—THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES

- Sec.
- 68.1 Intent.
- 68.2 Definitions.
- 68.3 Standards.

Authority: The National Historic Preservation Act of 1966, as amended (16 U.S.C. 470 *et seq.*); sec. 2124 of the Tax Reform Act of 1976, 90 Stat. 1918; EO 11593, 3 CFR part 75 (1971); sec. 2 of Reorganization Plan No. 3 of 1950 (64 Stat. 1262).

§ 68.1 Intent.

The intent of this part is to set forth standards for the treatment of historic properties containing standards for preservation, rehabilitation, restoration and reconstruction. These standards apply to all proposed grant-in-aid development projects assisted through the National Historic Preservation Fund. 36 CFR part 67 focuses on "certified historic structures" as defined by the IRS Code of 1986. Those regulations are used in the Preservation Tax Incentives Program. 36 CFR part 67 should continue to be used when property owners are seeking certification for Federal tax benefits.

§ 68.2 Definitions.

The standards for the treatment of historic properties will be used by the National Park Service and State historic preservation officers and their staff members in planning, undertaking and supervising grant-assisted projects for preservation, rehabilitation, restoration and reconstruction. For the purposes of this part:

(a) *Preservation* means the act or process of applying measures necessary to sustain the existing form, integrity and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

(b) *Rehabilitation* means the act or process of making possible an efficient compatible use for a property through repair, alterations and additions while preserving those portions or features that convey its historical, cultural or architectural values.

(c) *Restoration* means the act or process of accurately depicting the form, features and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

(d) *Reconstruction* means the act or process of depicting, by means of new construction, the form, features and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

§ 68.3 Standards.

One set of standards—preservation, rehabilitation, restoration or reconstruction—will apply to a property undergoing treatment, depending upon the property's significance, existing physical condition, the extent of documentation available and interpretive goals, when applicable. The standards will be applied taking into consideration the economic and technical feasibility of each project.

(a) *Preservation.* (1) A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.

(2) The historic character of a property will be retained and preserved. The replacement of intact or repairable historic 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. Work needed to stabilize, consolidate and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.

(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) The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color and texture.

(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.

(b) *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.

(c) *Restoration.* (1) A property will be used as it was historically or be given a new use that interprets the property and its restoration period.

(2) Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces and spatial relationships that characterize the period will not be undertaken.

(3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.

(4) Materials, features, spaces and finishes that characterize other historical periods will be documented prior to their alteration or removal.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.

(6) Deteriorated features from the restoration period 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.

(7) Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.

(8) 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.

(9) Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(10) Designs that were never executed historically will not be constructed.

(d) *Reconstruction.* (1) Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is

available to permit accurate reconstruction with minimal conjecture and such reconstruction is essential to the public understanding of the property.

(2) Reconstruction of a landscape, building, structure or object in its historic location will be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts that are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.

(3) Reconstruction will include measures to preserve any remaining historic materials, features, and spatial relationships.

(4) Reconstruction will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color and texture.

(5) A reconstruction will be clearly identified as a contemporary re-creation.

(6) Designs that were never executed historically will not be constructed.

Dated: June 9, 1995.

George T. Frampton, Jr.,

Assistant Secretary for Fish and Wildlife and Parks.

[FR Doc. 95-16953 Filed 7-11-95; 8:45 am]

BILLING CODE 4310-70-P

ENVIRONMENTAL PROTECTION AGENCY

40 CFR Part 180

[OPP-300383A; FRL-4958-6]

RIN 2070-AB78

Poly(phenylhexylurea), Cross-Linked; Tolerance Exemption

AGENCY: Environmental Protection Agency (EPA).

ACTION: Final rule.

SUMMARY: This document establishes an exemption from the requirement of a tolerance for residues of poly(phenylhexylurea), cross-linked, when used as an inert ingredient (encapsulating agent) in pesticide formulations applied to growing crops only under 40 CFR 180.1001(d) to replace the existing exemption from the requirement of a tolerance for residues of cross-linked polyurea-type encapsulating polymer under 40 CFR

1311 Lewis St, Santa Clara, CA 95050
APN: 269-03-124

Mills Act - Statement of Justification

My wife and I are requesting a Mills Act Historic Property Contract for our home at 1311 Lewis St. Our historic residence is proximately 1,415 sq. ft. The house and a garage (b. 1998) is set on an 8,338-sq. ft. corner lot at Monroe Road and Lewis St.

Last year we moved to our 1889 Victorian Queen Anne Cottage with our two-year-old boy. I work at a technology company in the City of Santa Clara and my wife works at a mortgage company at neighboring city of San Jose. We purchased this house because of the central location for our work, but also because we like the historic houses in our neighborhood. We love our historic house and are proud of owning the Victorian style historic house in the charming Old Quad neighborhood. We enjoy the neighborhood activities here, such as going to the Farmers Market on Saturday where we meet local people, taste delicious street food, and listen to musicians' performances. We really enjoy living here and plan to grow our family here.

The attached DPR forms have detailed information about the house historical, architectural, cultural and geographic significance of our home. It is an especially fine example of the Queen Anne Cottage style and it plays a part in displaying what Santa Clara life was like in the 1890s.

Our beautiful home is in relatively good condition. We want to maintain its charming character and architectural integrity, but we realize to do so requires significant financial resources. We will use the tax saving dollars of the Mills Act contract to maintain, protect, and continue to restore this significant historic resource far into the future.

Proposed 10-Year Restoration and Maintenance Plan for 1311 Lewis Mills Act Project

Our proposed plan for 1311 Lewis St is to preserve and restore our home consistent with the *Secretary of the Interior's Standards for Rehabilitation* and our rehabilitation, restoration and preservation efforts will be according to the following rough schedule:

Year One —

- Repair or replace gutters and downspouts throughout the main house and garage with period appropriate style materials
- Grade slope properly around the house to divert rain water away from the house

Year Two —

- Replace the front porch staircase and handrails with replacement parts that match the existing decorative work to return the porch to its original design under the California Historical Building Code
- Repair or replace parameters broken fences

Year Three —

- Repair the existing wood siding and eaves of the roof

Year Four —

- Repair and rehabilitation of street facing and back porch of both its historical and non-historical elements
- Repair garage door to make it work

Year Five —

- Rehabilitate and restore existing historic wood windows, doors and screens to be more energy efficient

Year Six —

- Repaint the entire exterior of house and garage

Year Seven —

- Repair concrete walkways all around the house and garage
- Repaint parameters fences

Year Eight —

- Given fumigation done in 2017, redo termite inspection, and local treatment/repair as needed

Year Nine —

- Repaint the interior walls and ceiling.
Refinishing floors, trim and baseboard

Year Ten —

- Rehabilitate front, side and backyard landscaping
- Rehabilitate Front, side, and back porch