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

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

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

Form per Gov't Code Section 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

# HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, ("Effective Date"), by and between Daniel Kristein and Stacey Kristein, owners of certain real property located at 811 Monroe 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. <u>Recitals</u>.

(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 269-26-089, and generally located at the street address 811 Monroe 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 September 03, 2024. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

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

# B. <u>Agreement</u>.

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

(1) <u>Effective Date and Term of Agreement</u>. 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) <u>Renewal</u>.

(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) <u>Standards for Historical Property</u>. 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) <u>Provision for Information</u>.

(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) <u>Cancellation</u>.

(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) <u>No Waiver of Breach</u>.

(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 Historic Property Preservation Agreement/811 Monroe Street Typed: 09/16/2024 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) <u>Mediation</u>.

(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) <u>Binding Effect of Agreement.</u>

(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 811 Monroe Street), and OWNERS.

(9) <u>Notice</u>.

(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: Daniel Kristein and Stacey Kristein <u>811 Monroe Street</u> 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) <u>No Partnership or Joint Enterprise Created</u>. 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) <u>Hold Harmless and Indemnification</u>. 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) <u>Attorneys' Fees</u>. 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) <u>Restrictive Covenants Binding</u>. 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/811 Monroe Street Typed: 09/16/2024

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) <u>Mills Act Historic Property Contract Application Requirements</u>. 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) <u>Mills Act Historic Property Contract Approval</u>. 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) <u>Recordation and Notice</u>. 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) <u>Fees</u>. The Planning Department may collect such Mills Act Historic Property Contract application fee of \$8,735.80 (eight thousand, seven hundred, and thirty-five dollars and eighty cents), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) <u>Ordinary Maintenance</u>. 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) <u>California Historical Building Code</u>. 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 Historic Property Preservation Agreement/811 Monroe Street Typed: 09/16/2024 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) <u>Conservation Easements</u>.

(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) <u>Severability</u>. 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) <u>Integrated Agreement - Totality of Agreement</u>. 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) <u>Captions</u>. 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) <u>Statutes and Law Governing Contract</u>. This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

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

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

# CITY OF SANTA CLARA, CALIFORNIA, a chartered California municipal corporation

APPROVED AS TO FORM:

GLEN R. GOOGINS City Attorney JŌVAN D. GROGAN City Manager City of Santa Clara

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

"CITY"

# Daniel Kristein and Stacey Kristein Owners of 811 Monroe Street

By:

Daniel Kristein and Stacey Kristein 811 Monroe Street Santa Clara, CA 95050

"OWNERS"

Exhibits:

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

## **RECORDING REQUESTED BY** Law Offices of E.J. Hong

## AND WHEN RECORDED MAIL TO

Daniel A. Kirstein Stacey L. Kirstein 811 Monroe Street Santa Clara, CA 95050

APN: 259-26-089

Space above line for Recorder's Use NO TAX DUE.

## TRUST TRANSFER DEED

The undersigned Grantors declare under the penalty of perjury that the following is true and correct:

Documentary transfer tax is NONE. Not pursuant to a sale. No consideration. A transfer into a revocable trust. Rev. & Tax Code Section 11930.

OWNER OCCUPIED / OWNER OCCUPIER. Exempt from fee per GC Sec 27388.1(a)(2); recorded transfer of real property that is a residential dwelling to an owner-occupier.

Unincorporated area X City of Santa Clara

This is a transfer into a revocable trust excludable from reassessment under Rev. & Tax Code Section 62(d).

FOR NO CONSIDERATION, **GRANTORS** Daniel A. Kirstein and Stacey L. Kirstein, husband and wife, hereby **GRANT TO** Daniel A. Kirstein and Stacey L. Kirstein, Trustees of the Kirstein Family Trust dated April 5, 2019, and any and all amendments thereto, that real property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF LEXINGTON STREET WITH THE EASTERLY LINE OF MONROE STREET; RUNNING THENCE NORTHERLY ALONG THE EASTERLY LINE OF MONROE STREET 37 FEET, AND 6 INCHES; THENCE AT RIGHT ANGLES EASTERLY 94 FEET; THENCE AT RIGHT ANGLES SOUTHERLY 37 FEET AND 6 INCHES TO THE NORTHERLY LINE OF LEXINGTON STREET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LEXINGTON STREET; 94 FEET TO THE POINT OF BEGINNING. BEING A PART OF BLOCK 2 SOUTH , RANGE 3 WEST; AS REPRESENTED UPON THE OFFICIAL MAP OF THE CITY OF THE CITY OF SANTA CLARA, CALIFORNIA.

Property commonly known as 811 Monroe Street, Santa Clara, CA 95050.

State of California — The R DEPARTMENT OF PARKS A		Primary# HRI#	
<b>PRIMARY RECOR</b>	D	Trinomial	
		NRHP Status Code	
	Other Listings		
	Review Code	Reviewer	Date
Page <u>1</u> of <u>27</u> P1. Other Identifier: <i>81</i>	1 Monroe Street		
*P2. Location: D Not for	or Publication 🔲 Unrestri	cted *a. County Santa Cla	ira
and (P2c, P2e, and P2b or P2d.	Attach a Location Map as nece	essary.)	
*b. USGS 7.5' Quad _5	San Jose West Date 19	980 photo revised T 7S; R 1	W; unsectioned ; Mt. Diablo B.M.
c. Address 811 Mon	roe Street	CitySanta Clara	Zip <u>95050</u>
d. UTM: (Give more that	an one for large and/or linear r	esources) Zone _,	mE/mN
	ata: (e.g., parcel #, directions to ssessor's Parcel Number: 25	o resource, elevation, etc., as ap 9-26-089	propriate)

East side of Monroe Street between Homestead and Lexington Streets

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

The subject property at 811 Monroe Street is located in the urban setting of a block of houses with tree lined streets that was primarily developed in the last decade of the nineteenth century and first decade of the twentieth century. Currently the block contains seven (7) homes, which are listed on the City's Inventory of Architecturally or Historically Significant properties. Since the 1960s, the northern portion of the block has undergone multiple changes, including the street widening and name change of Liberty Street to what is now

(Continued on page 2, form 523L)

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

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



Resources Inventory Form "811 & 823 Monroe" July, 1981.

\*P5b. Description of Photo: (view, date, accession #) Front façade (view) Photo No:100\_3213, 08/2023

#### \*P6. Date Constructed/Age and Source:

Historic Prehistoric Both Constructed 1903 Assessor's Records; 1903 Real Estate Transactions; Morrison family records.

\*P7. Owner and Address:

Daniel A. Kirstein and Stacey L. Kirstein, Trustees of the Kirstein Family Trust 811 Monroe Street Santa Clara, CA 95050

\***P8. Recorded by:** (Name, affiliation, and address) *Lorie Garcia Beyond Buildings P.O. Box 121 Santa Clara, California* 95052

\*P9. Date Recorded: September 14, 2023

\*P10. Survey Type: (Describe) Intensive \*P11. Report Citation: (Cite survey report and other sources, or enter "none.") Historic

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

Primary # HRI # Trinomial

Page 2 of 27	*Resource Name or # (Assigned by recorder)	Sarah Morrison House
Recorded by: Lorie Garcia	*Date 09/14/2023	x Continuation x Update

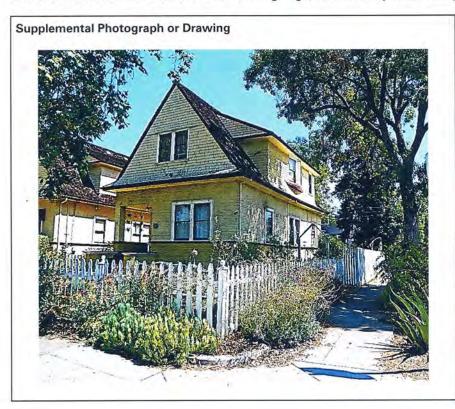
(Continued from page 1, Form 523A, P3a. Description)

Homestead Road and, with the exception of the historic church on the block's Homestead/Monroe Street corner, the construction of commercial properties facing on Homestead Boulevard. Currently the area is developed with a mix of mostly single-family residential construction south of Homestead and commercial construction to the north.

The specific property on which the subject residence is located is a corner lot at the junction of Monroe and Lexington Streets. The home fronts on Monroe Street with single-family construction to the side and rear. With the exception of the lots on which the subject property and the immediately neighboring home at 823 Monroe Street are located, which are 37.5' wide, the majority of the single-family lots have similar widths ranging from 45" to 55,' and similar lengths at 155.' The single-family homes also have similar setbacks from the street with urban sized front yards and, with the exception of the Homestead and norther portion of the Monroe block face, like the neighboring blocks the streetscape is a pleasant one which evokes the sense of an early Santa Clara neighborhood.

The primary building on the site is a 1,624 ft., one and one-half story house, constructed in 1903 and designed in a local interpretation of the Eastern Shingle Cottage/First Bay Tradition variety of the Shingle architectural style; one of only two known to exist in Santa Clara. (Its identical twin is situated next to it at 823 Monroe Street.) Originally constructed near the front of a 37.50' x 175' lot, today, due to a later lot division, it sits on a 37.50' x 94,' 3484 sq. ft. lot. The house fronts roughly west onto Monroe Street and is set back from both streets, allowing for a surrounding open cultivated area with lawn and mature shrubbery on the west and south sides of the property. A wide, straight, concrete walkway leads from the Monroe Street sidewalk to the front (main) entry, which also faces Monroe Street. A brick walkway branching off of the entry walkway continues past the front of the house to the entry gate on the south side that provides access the rear of the site. Narrow planting beds are located between this walkway and the house Large street trees shade both of the property's street sides and a very large Redwood tree, located at the junction of the driveway and Lexington Street sidewalk shades the rear.

A low white wood picket fence that runs from the front of the house's north side-elevation, along the north side property line, then continues across the front and down the south side property line, connecting with a taller white picket fence, which then runs across the rear to a connection with the front corner of the garage, secures entry to the rear yard and the house from Santa Clara and Lexington



streets. Another low white wood picket fence with an arched opening and gate, that runs from near the front of the home's south side-elevation across the side yard to the fence along the south side elevation, separates the south side and rear yards of this home from that of the front. Low white picket gates set into both the front and rear fencing, provide access to the property.

Running from the rear of the home's north sideelevation, a tall, solid wood fence with lattice on top, continues down the north side=property line to its connection with the east property line and then along that back to the Lexington Street sidewalk securing access to the rear.

The open area of the small rear yard, between the house and the garage, is covered with brick.

(Continued on page 3, Form 523L)

**Description of Photo:** (view, date, accession #) View from corner of Monroe and Lexington Streets (Camera pointing NNE) South side-elevation & front facade. Photo No: 100\_3215; 8/2023.

Primary # HRI # Trinomial

Page 3 of 27	*Resource Name or # (Assigned by recorder)	Sarah Morrison House
Recorded by: Lorie Garcia	*Date 09/14/2023	x Continuation x Update

(Continued from page 2, Form 523L)

Opening on Lexington Street, a short, brick paved, driveway leads to a small, gable roofed, one-car garage that faces Lexington Street. The garage is sheathed in wood board and batten siding and the roof is shingled. It has a garage door constructed of horizontal siding that is hinged on both sides and opens in the middle. A paneled wood man-door, set near the rear of the garage's west side elevation, allows access to the garage from the immediately adjacent rear yard and a small 9-paned wood window provides light inside the garage. The garage remains as originally constructed.

Characterized by an A-frame shape, this wooden, single-family residence was designed in a symmetrical plan with a rectangular footprint, both the shape and form of an Eastern Shingle Cottage style home, which was specifically created to fit on narrow deep lots. It is set on a foundation over a basement, which elevates the living area approximately 4 feet above the ground. As is specifically characteristic of the English Shingle Cottage architectural style, it has a dominant front-facing, gable roof that is slightly belled at the bottom, the front and sides of which meet in a perfect seam. The roof, which large enough to cover the entire upper story, is punctuated with an elongated pent roof dormer that projects from each side of the prominent gable. The gable's narrow eaves are enclosed, finished with simple flat boards, as are those of the pent roof dormers. Both the main roof and dormer roofs are sheathed with cedar wood shingles. Near the rear, a brick fireplace chimney projects through the roof. The rear facade is punctuated by a shingle roofed one-story, enclosed sun porch.

The most obvious feature of a Shingle Style home is the generous and continuous use of wood shingles on the siding which, according to McAlester, might occur on the second story only where a near uniform sheath of rows of wooden shingles covers the second story, while first story is sheathed in narrow horizontal wood siding with the walls of each story, uninterrupted at the corners (no corner boards). The upper story of this Eastern Shingle Cottage, including the dormers, is covered with shingles, while narrow horizontal wood siding sheathes the both first floor, the basement and foundation area below. The rear sun porch is sheathed in narrow, horizontal siding from the foundation to the main floor level and then with vertical siding (beadboard) to the eaves. A narrow band of molding, in emulation of a water table wraps around all sides of the house, ending on either side of the projecting sun porch.

Porches in Shingle houses were integrated fully into the overall design rather than built as separate attachments. The small front porch of this house was designed in this manner, absorbed within the perimeter of the house and offset to the left. Located at the north, open end of the porch, the roof rests on a thick support column that is sheathed in the same narrow, horizontal wood siding that covers the house. Between the house and column is a low knee wall, trimmed at the top with the same "water table" molding.

The main entry is on the front (west) façade and is accessed by 7 wide, bull-nosed wood steps that lead from the walkway from Monroe Street to the front porch. Stoops flank the front entry steps. The front door is centered on the porch and faces Monroe Street. The wooden door (original) consists of a large stained-glass window, set into the top half, over two large, rectangular, horizontally orientated wood panels in the bottom half. Plain wide wooden molding with back banded trim, surrounds the entry door. A secondary entry, accessed by 6 wood steps, is located at the rear. The rear entry door, which is wood with a window containing 9 glass panes, separated by muntins, in the top half and 2 large vertically oriented wood panels in the bottom half, leads into the sun porch and is set flush with the top entry step. There is no landing. A simple wood railing with plain wood balusters, is set on either side of the rear entry steps. At the rear of the house, set at ground level adjacent to sun porch's south side, is the external entry to the basement. A simple, wooden, shed-style double door provides access to the 6 wood steps, which provide entry into the partially finished basement.

Other character-defining features of this home include its windows, which are typical English Shingle Cottage style where one-over-one sash windows are the most common. Fenestration of this home's first and second stories is rectangular in form, vertically oriented, 1-over-1, double-hung wooden windows both paired and single with casement and fixed windows set into the rear sun porch. A character-defining feature of the English Shingle Cottage is that the gable face is pierced by one or two windows which serve to break up its bulky expanse. The front façade gable face of this house has a pair of large, vertically orientated 1-over-1 windows centered on it. There is a projecting sill and unlike the other windows on the main body of the house, which are trimmed with wide, flat, back-banded boards, typical of this architectural style, this pair of gable-face windows are trimmed with decorative molding and have an apron also made of decorative molding. This upper story window is further enhanced by a row of shingles that curve over the top of the window trim. This row of shingles is ornamented with a row of sawtooth shingles laid on top of the squared shingles below and which extend across the gable face. Note: the use of a row of shingles that curve above the window head was not just for ornamental purposes. Shingle style homes were an experiment in throwing off rigid stylistic rules of earlier architectural styles and rather than employing metal

(Continued on page 4, Form 523L)

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#### (Continued from page 3, Form 523L)

flashing above the window head trim to prevent water from getting behind the thick wood trim, as had been used previously, the Shingle style, designers employed a row of shingles to simply curve out above the window head to shield the top trim from rain. Located, slightly off-center in the rear gable face, is a single, vertically orientated 1-over-1 window, with a projecting sill, an apron and with window trim similar to the pair on the front gable face.

The north-facing dormer has two large, rectangular, vertically orientated windows, with projecting sill, aprons and trim similar to that of the pair of gable face windows. The south facing dormer, with windows visible from Lexington Street, also has two windows. However, while the one to the rear is similar to those on the north facing dormer, the window towards the front is highly distinctive and provides an eye-catching feature. Here a triangular bay window, with a 1-over-1 window trimmed with molding, set in each slanted side, projects from the body of the dormer. The bay is supported underneath by a solid triangular platform, trimmed at the top with wide decorative molding. All of the dormer windows, both on the north and south facing dormers, are enhanced by an architrave.

On the front façade, centered in the wall plane, the first story has a pair of large, 1-over-1, vertically oriented windows. The south sideelevation has a single large, 1-over-1, vertically oriented window towards the front, followed by a pair in the middle and a smaller, square 1-over-1 window towards the rear. The front and the south side-elevation windows are trimmed with flat, wide back-banded boards (a character-defining feature), have no sills or aprons and rest on the water table molding. Fenestration of the first story on the north side-elevation consists of a medium-height, 1-over-1 vertically orientated window centered on the wall plane, followed by a large, 1over-1 vertically orientated window and then a small window with a single pane at the rear. The north side-elevation windows are trimmed with flat, wide back-banded boards and have wide decorative molding underneath. They are set above the water table. At the rear of the house, a pair of casement windows is set into the wall plane adjacent to the sun porch. Like the rest of the first story windows the pair of casement windows are trimmed with flat, wide back-banded boards, however there is a narrow sill. All of the windows of the main body of the house are wood and all of the windows appear to be original.

The south side-elevation of the rear sun porch has a large window, consisting of six large panes of glass separated by muntins, that fills the top half (above the vertical beadboard siding) of the wall. The sun porch's rear has two pair of casement windows. With the exception of the left middle one, which can open, they have been fixed in place. On the north side-elevation of the sun porch, occupying the same wall space as on the sun porch's south side-elevation, is a ribbon of three tall, narrow windows each of which consists of 2 rectangular panes of glass separated by muntins. All of the windows of the sun porch are wood framed and all of the windows appear original.

Small basement windows, set close to the ground, are located in both the north and south side-elevations. These are also trimmed with wide, flat boards, which on the north side elevation are plain while those on the south side elevation are back-banded.

The rear of the property's open space was altered with the 1915 construction of a second home (1255 Lexington Street) and subsequent division of the original lot into two separate properties. However, the subject home is in good condition and appears to have had minimal to no external alteration since its construction in 1903.

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

	*NRHP Status Code N/A
Page <u>5</u> of <u>27</u>	*Resource Name or # (Assigned by recorder) Sarah Morrison House
B1. Historic Nam B2. Common Na	
	: Single family residential B4. Present Use: Single family residential
•	I Style: Shingle – Eastern Shingle Cottage/First Bay Tradition
	History: (Construction date, alterations, and date of alterations)
	e was constructed in 1903.
*B7. Moved? X	No 🗌 Yes 🔲 Unknown Date: Original Location:
	ures: Garage
B9a. Architect:	Not known b. Builder: Morrison Brothers (Kenneth & Angus Morrison).
*B10. Significanc	e: Theme Architecture and Shelter Area Santa Clara Old Quad
Period of S	ignificance 1903-1964 Property Type Residential Applicable Criteria none

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

The parcel located at 811 Monroe Street is a portion of a larger parcel that had originally been identified as Lot 3 of Block 2 South, Range 3 West of the original survey of the City of Santa Clara. This survey was done July 1866 by J. J. Bowen and recorded on August 22 of that same year. (It is this survey that forms the basis for the part of Santa Clara known as the "Old Quad.")

Block 2S, R3W, framed by Liberty (Homestead Rd.), Jackson, Lexington and Monroe Streets, had been subdivided into three lots by 1866. According to the list of property owners and their improvements, which accompanied the 1866 survey, Lot 1, a 47190 sq. ft. parcel, was owned by Abraham Madan, who had a frame house and orchard on his property. Caleb Ran owned Lot 2, a 22948 sq. ft. parcel, and had a frame house and a barn. Lot 3, a 22126 sq. ft. parcel, was owned by John Squires and a frame house and an orchard were listed as the improvements shown on his property.

John Squires, his wife, Martha and their young son, Uriah, settled in Santa Clara in the 1850s. Here they purchased the land that in 1855 would be designated Lot 3 of Block 2S. R3W. Circa 1867, following his mother's death, Uriah Squires, now a teacher, bought Lot 2 from Caleb Ran and moved into the house on it, near that of his aging father. The 1869 Poll List for the Santa Clara Election District (taken in October 1868) records that by October 3, 1868, while John Squires, an 85-year-old farmer from Virginia, resided on Lot 3, by now his son, Uriah Erastus Squires, a 28-year-old teacher, was living on Lot 2. They are also shown living on this property on the 1870 Census.

(Continued on page 6, Form 523L)

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

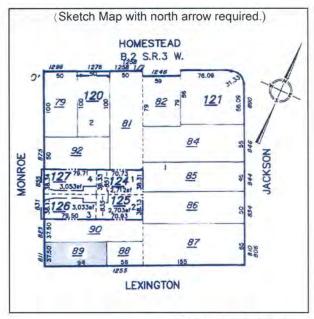
\*B12. References: Garcia, Lorie, "Santa Clara: From Mission to Municipality," 1997; Garcia Lorie, Geoff Goodfellow and George Giacomini, "A Place of Promise: The City of Santa Clara 1852-2002," 2002; Map of the Town of Santa Clara, drawn by C. E. Moore, 1893; McAlester, Virginia Savage, "A Field Guide to American Houses," Revised ed., 2013; Polk and Husted City Directories, 1898-1960; Morrison Family Archives; Poll Lists of the Santa Clara County Election Districts, Santa Clara Precinct, 1868; Prentice, Helene Kaplan and Blair Prentice, "Rehan Right," 1986; San Jose Mercury Herald 5/26/1903, 3/7/1915; Sanborn Fire Insurance Maps, 1887, 1892, 1901, 1915, 1950;

Santa Clara Commercial League, "Progressive Santa Clara," 1904; State of California, "California, State Court Naturalization Records, 1850-1986;" Sunday Mercury & Herald 4/26/1903; The Evening News 9/7/1887, 1/9/1896, 12/2/1899, 3/18/1903, 4/21/1903, 6/11/1909, 4/16/1912, 716/1917, 4/9//1932; Warburton, Austen D., "The Morrison Family/Santa Clara Sagas," n.d.; WWII Draft Registration Card No.2362,1942; United States Census, 1870, 1880, 1900, 1910, 1920, 1930, 1940.

B13. Remarks:

*B14.	Evaluator:	Lorie Garcia
*Date d	of Evaluation:	September 14, 2023

(This space reserved for official comments.)



DPR 523B (1/95)

\*Required information

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(Continued from page 5, Form 523B, B10. Significance)

As shown on the Plat map of Santa Clara, drawn between 1873 and 1875, the configuration of Block 2S, R3W was the same as delineated nine years earlier on the 1866 survey. On the 1887 Sanborn Map a decade later, although a portion of Lot 2 appeared to have been divided into 3 parcels, Lot 3 remained intact. However by now, John Squires had passed away and Uriah Erastus Squires had sold his Lot 2 and Lot 3 property to George P. Thurston and his wife, Dora, and moved to Southern California.

As the end of 1880s approached, the Town of Santa Clara was being described as a highly desirable place to live. It was considered to have "All the Necessities and Conveniences of a Modern Town," with public transportation readily available to San Jose, Santa Cruz, San Francisco, Oakland and from there to all points south and back east, a growing agricultural and manufacturing economic base, its own electric system, increasing housing stock and good schools. As a result, the number of people investing in real estate grew at a very rapid rate. Among these was George P. Thurston.

The son of a very affluent family, George P. Thurston had been born and raised in Bangor, Maine. There, in 1885, he married Dora. Following their marriage George and Dora moved west, where they settled in San Francisco. He established his business as a Real Estate Broker in San Francisco and started acquiring land. The Town of Santa Clara among the places he purchased property and here George P. Thurston bought Lots 2 and 3 of B2S R3W from Erastus Squires.

The C. E. Moore Map of the Town of Santa Clara, drawn in December 1893, indicates Dora Thurston as the owner of most of lot 2 and her husband, George P. Thurston, as owning a 75' x 150' portion of Lot 3. By then, he had sold the northern 76.5' x 150' section of Lot 3 to Margie A. A. Holmes. (A local Real Estate Broker, throughout the 1890s and early 1900s, M. A. A. Holmes was engaged in the purchase and sale of property in the Santa Clara area.)

George P. Thurston had also become acquainted with James P. Pierce, a very wealthy man who lived in Santa Clara. Besides the numerous properties he owned throughout California, in Santa Clara J. P. Pierce was the owner of the estate called New Park, a founder of the Bank of Santa Clara and the owner of the Pacific Manufacturing Company, the largest millworks on the Pacific Coast. George P. Thurston became a member of the Board of Directors for James Pierce's Pacific Manufacturing Company (also called the P.M.Co.) and it was in this capacity that he probably became acquainted with John Cameron Morrison, who, since 1890 had been employed as Superintendent of the Pacific Manufacturing Company. It would be John Cameron Morrison's father who would purchase Thurston's B2S R3W, Lot 3 property in 1903.)

Born in April,1862 in Glengarry County, Ontario, Canada, to John Donald and Mary Cameron Morrison, John Cameron Morrison was the eldest of their 12 children. Growing up, John Cameron Morrison learned the carpenter's trade from his father who, a carpenter himself, trained his sons in this trade. J. C. Morrison also had some further education in architecture and drafting and had worked as superintendent of a Mill in Maxville, Ontario, before he immigrated to Los Angeles in 1886. In 1887, John Cameron Morrison came north, where he settled in Oakland and gained employment as the foreman of the Robert Smilie Construction Company. A couple of years later, J. C. Morrison left Oakland and moved to Santa Clara, where he went to work at the P.M.Co. (John Cameron Morrison would be employed as the Superintendent of the Pacific Manufacturing Company until 1932, when he left to establish his own business, the Morrison Realty Company.)

In 1891, two of John C. Morrison's younger brothers 25-year-old Kenneth and 23-year-old Angus, left Canada and arrived in Oakland, where they also went to work for the Smille Construction Company. By 1893, they had moved to Santa Clara where they established their own construction company, the Morrison Brothers.

Two years later, in 1895, John, Kenneth and Angus were joined in Santa Clara by their 20-year-old brother, Norman. Norman Morrison was also a carpenter. He gained employment as such and then held several other positions at the Pacific Manufacturing Company until he entered Cooper Medical School. (Note: In 1905, Norman graduated medical school and set up a practice in San Mateo, where he continued to practice until he was in his early 80s.)

In 1898, the four brother's sisters, 25-year-old Sarah, and 20-year-old Anna, "Annie" (Morrison) Wallace, and Annie's husband, David Wallace, arrived from Canada. After their arrival, Sarah joined Norman in living with John Cameron Morrison and his wife and children in their home. In 1899, Sarah finished her nursing training at Stanford and the following year went to work at St, Luke's Sanitarium in

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San Jose. It is not known where David and Annie (Morrison) Wallace resided after their arrival but David became employed as a shipping clerk at the Pacific Manufacturing Company.

By the tum-of-the-Century, John Cameron and Angus were living in homes that they had erected and while Kenneth had purchased an existing house, he had almost immediately remodeled it. All were located on Monroe Street within a block and one-half of each other. Angus' home, one of the first four homes built on the block recently subdivided by C. C. Morse in 1893, lived at 726 Monroe Street. Kenneth, who had purchased the old Deering House in November 1899, had extensively reconstructed it into a large Colonial Revival dwelling and moved in by February 1900, resided at 894 Monroe Street on the SW corner of Monroe Street and Homestead (today, 1310 Homestead Road). Located diagonally across the street from Kenneth's house was John Cameron's imposing Queen Anne home at 901 Monroe Street, on the NE corner of Homestead and Monroe Street, (where Wilson's Bakery was located many years later).

In 1902, the Morrison brothers and sister's father, 67-year-old John Donald Morrison, their 60-year-old mother, Mary Cameron Morrison, their youngest brother and sister, 18-year-old Louis and 19-year-old Flora Mary (Lolla), left Glengarry County, Ontario, Canada and arrived in Santa Clara on September 30<sup>th</sup>. They moved into a home at 99 Monroe Street and John Donald Morrison went to work at the P.M.Co.

On March 18, 1903 notice appeared in the Real Estate section of The Evening News (San Jose) that for \$676 Dora Thurston et. ux., had sold John D. Morrison the parcel of land located at the NE corner of Monroe and Lexington Streets, which fronted 75 ft. on Monroe St. and 150 ft. on Lexington St. and was part of Lot 3 in Block 2 South, Range 3 West. The location of the property was ideal as it was central to the area in which the three existing Morrison homes were located. Then later in March, the San Jose Mercury reported that the Morrison Brothers, the well-known Santa Clara building contractors, "intend to build two cottages" on the property.

The following month, the April 16, 1903 Sunday Mercury and Herald Real Estate Transactions section included the information about John D. Morrison's sale to his daughter Annie's husband, David N. Wallace, of a 37 ½ ft. by 150 ft. section of the 75' x 150' parcel he had purchased the previous month. This would be the site 823 Monroe Street. The remaining 37 ½ ft. by 150 ft. section on the corner of Monroe and Lexington Streets would be the site of 811 Monroe Street.

By the end of May the Morrison Brothers had received permits to connect to the Monroe Street sewer line and a couple of months later, the two nearly identical houses, constructed by Angus and Kenneth Morrison on these sites were ready for their occupants. The house at 823 Monroe was built for their sister, Annie, and brother-in-law, David Wallace and they erected the house at 811 Monroe for their parents, John Donald and Mary Cameron Morrison, who moved into it along their son, Louis, and daughters, Sarah, who by now was working as a private nurse, and Lolla. The 1904 City Directory lists John Donald, Mary Cameron, Sarah (a nurse) and Louis (a student) all living at 811 Monroe Street, which confirms that they had moved into the house in 1903, as the information printed in the City Directories was gathered at least two months prior to their publication in January of each year.

On September 16, 1907, John Donald Morrison passed away and following his death, Mary Cameron, Sarah, Lola and Louis continued living at 811 Monroe Street, The U. S. Census of Santa Clara Township, taken on April 21, 1910 lists Louis living at 811 Monroe Street as. Head of Household, along with his sister, Sarah, and mother, Mary Cameron Morrison. The previous year Lolla had married William Howard Bull and moved away. After finishing school Louis had gone to work as a draftsman at the P.M. Mill. Now 26, in 1910 Louis was still employed at the Pacific Manufacturing Company, but now working as an architect. Thirty-five-year-old Sarah was still working for a family as a private nurse and spent time engaged in activities for the benefit of those in the nursing profession. For, example, the previous year she had been one of the three leaders in establishing an organization of the graduate nurses of Santa Clara County.

Around 1911 Sarah married Arthur Jewell. He was a Railroad Engineer and when his job transferred him to Chicago, Sarah Morrison Jewell and her husband would leave Santa Clara for a new home there. A notice in the January 12, 1912 Mercury stated that "Mr. Mrs. A. Jewell have left for Chicago where they will remain." Now only Mary Cameron Morrison and Louis remained living in the home, which John Donald and Mary Cameron Morrison and three of their children had moved into nine years earlier. On October 4, 1913, Louis married Mabel Nelson of Sunnyvale. (Note: Dora Thurston hosted the marriage announcement party for them.) The couple

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moved into a home in Mountain View, leaving Mary Cameron Morrison as the sole occupant of 811 Monroe Street. Then, in 1914 when World War I broke out, Louis signed up for the Canadian Service, even though he was living in the United States. He would serve until 1918 and following his discharge instead of returning here, Louis Morrison went to Chicago where he moved in with his, sister, Sarah, and Arthur Jewell. The 1920 Census shows him still living in his sister's home, employed as a candymaker and lists him as single.

In 1915, the Morrison Brothers had built a small, 900 sq. ft. craftsman cottage for their mother, Mary Cameron. Sited on the 811 Monroe Street lot behind the subject house, Kenneth and Angus constructed the cottage facing Lexington Street (1255 Lexington St.). Mary Cameron Morrison moved into the cottage, where she was joined by her now widowed daughter Lolla, who lived with her until she remarried in July 1818, and then in 1919, by her 55-year-old son, Donald, who had immigrated that year from Canada and moved in with his mother. Donald lived with her for a year then moved to Minnesota where he spent the remainder of his life. Following Mary Cameron Morrison's move Into her Lexington Street house, the Morrison's home at 811 Monroe had stayed vacant until it was rented out in 1917 and the Hart family moved into it.

Originally from Pennsylvania, Frank and Minnie Hart and their 4 children, Evelyn, Alice, Fenton and Marian, became the first people to live as renters in the home at 811 Monroe Street. At the time they moved into the home, Frank L. Hart was employed as an Engineer for the Enterprise Laundry and their oldest daughter, Evelyn, was a private nurse, as had been Sarah Morrison before her marriage. By 1922, the Harts had saved enough money to purchase their own house at 924 Lincoln Street. They moved out of 811 Monroe Street into their new home and the home was rented to Peter N. Smith and his family for \$27.50 a month.

When Peter and Hester Smith and their children 18-year-old Frances, 14-year-old Raymond and baby Elinor moved from Berkeley to Santa Clara and into the home at 811 Monroe Street, he was a self-employed salesman, who was working in the Wholesale Furniture Industry. Later he dealt in the sale of extracts and medicines.

The year following the Smith family's move into the home, Louis Morrison returned from Chicago to Santa Clara and moved in with his mother, Mary Cameron Morrison in her home at 1255 Lexington Street. At that time, in partnership with Annie's husband, David Wallace, Louis opened Wallace & Morrison, a confectionary store at 1210 Franklin Street. On January 20, 1924, Louis married his 2nd wife, Hazel Wallace, in Fresno and then they moved to Oakland, where he went to work as a draftsman.

During the six years that the Smith family lived here, the older two children moved out and by 1928 only Peter, Frances and Elinor still resided in the home at 811 Monroe Street. Since moving to Chicago, over the passing years Sarah and Arthur had periodically come back home to visit and that year, when Arthur Jewell retired, Sarah Morrison Jewell and her husband, Arthur, returned from Chicago and moved back into 811 Monroe Street. Sarah's mother Mary Cameron Morrison passed away on April 17, 1928 and her home at 1255 Lexington Street soon became vacant. Circa 1930, the home at 1255 Lexington that Angus and Kenneth Morrison had built for their mother, would pass out of the Morrison family and be purchased by E. B. Walker.

By the time of Sarah Morrison's return to her-home at 811 Monroe Street, Louis had already returned to the area with Hazel, bought a house on Magnolia Street in San Jose and was once again working as a draftsman at the Pacific Manufacturing Company. In 1931, he became the last member of the Morrison family, who had immigrated here at the turn-of-the-Century, to become a naturalized citizen of the United States. Although in 1942, he was still living with Hazel at 1315 Magnolia Street in San Jose, when he filled out his WWII Draft Registration Card, Louis listed both his mailing and residence address as 811 Monroe Street, Santa Clara, and his next of kin as Mrs. Jewell. By 1950, Louis and Hazel Morrison had moved to a home in Santa Cruz, where Louis would pass away on April 15, 1968.

In 1945, David Wallace passed away and Annie Morrison Wallace continued living in their home at 823 Monroe Street. The following year, Arthur Jewell died and like her sister next door, Sarah Morrison Jewell continued to reside in her home at 811 Monroe Street. For many people in Santa Clara in the 1950s, these two houses were associated with the two widowed Morrison sisters, and known simply as Annie's and Sarah's homes. Annie Morrison Wallace died on July 26,1960, when she was 88, and four years later, on December 5, 1964, Sarah Morrison Jewell, now 94, passed away. Following Sarah's death, the two Morrison homes were sold outside the family.

By the 1970s the Reid family were the owners of Sarah Morrison's home at 811 Monroe Street and here Peggy Reid raised her 3 children, a daughter and 2 sons, Ben and Gabe. In 1987, during the period that the Reid family owned the subject home, the 37 ½ ft.

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by 150 ft. lot on which the homes at 811 Monroe and 1255 Lexington had been constructed, was split into two separate lots with the home at 811 Monroe now occupying a 37 ½ ft. by 94 ft. section of the original lot.

Peggy Reid was dedicated to her children's education, and while living here was, among other activities, instrumental in the establishment of the "Open Classroom" at Westwood School (today it's at Washington School)) as an alternative to the traditional education format that existed in the Santa Clara Unified School District. When she passed away in the 1990s, a memorial service for her was held in the redwood grove at Westwood School, which was attended by scores of people whose children had benefitted by her commitment to early education.

Following their mother's death, Ben and Gabe Reid retained ownership of their home. Then on November 27, 1997, they sold it to Marie and Jason Rosé. That purchase brought the home at 811 Monroe Street back into the Morrison Family as Marie Rosé was the great, great granddaughter of Mary Cameron and John Donald Morrison, the original owners of the home. They lived here for a little over 8 years. In February 2006, Marie and Jason Rosé sold 811 Monroe Street to Reuben and Ashley Qualls and they in turn sold it to the current owners, Daniel A. Kirstein and Stacey L. Kirstein in 2015.

#### **Historic Evaluation**

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

#### Age Requirement.

Constructed in 1903, the subject residence at 811 Monroe Street is over 50 years old and thus meets the age requirement.

#### Integrity Requirement.

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

The property at 811 Monroe Street has been well maintained and, as there have been no alterations to the home's exterior since it was constructed, its design, materials and workmanship, the visual and character defining features of the historic building, have been preserved. Thus, the architectural integrity of the structure has been retained. The residence retains its original configuration and location and the historical use of the building has not changed; it remains a single-family home. The subject property is set within a historic residential setting in the area of Santa Clara known as the "Old Quad," and the immediate surroundings retain the majority of the qualities that reflect the period in which it was constructed.

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

#### National Register of Historic Places Criteria.

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CONTINUATION SHEET	Trinomial		
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There are not any events associated with the residence at 811 Monroe Street which have made a significant contribution to the broad patterns of history or cultural heritage. It would therefore appear that the building would not be eligible for the National Register of Historic Places based on Criterion A (associated with events that have made a significant contribution to the broad patterns of our history). The building has had 5 known sets of owners over the 120 years of its existence and none appear to reach the level of significant influence required under Criterion B to be considered eligible for the National Register. Neither do any of the other occupants appear to be significant to the history of the region, Nation or State of California. It would therefore appear that the building at 811 Monroe Street would not be eligible for the National Register based on Criterion B (associated with the lives of persons significant in our past). Originating in the 1890s in Northern California's East Bay Area (Oakland and Alameda), as the perfect solution for residential architecture that would fit on deep, narrow lots, the Eastern Shingle Cottage architectural style was the genesis of a regional style that became known as the First Bay Tradition. With its pronounced front-facing gable roof which is sheathed in shingles, the front and sides of which meet in a perfect seam, its gable face pierced by the two double-hung windows, which are surrounded by broad, flat trim, a large pent roof dormer that projects from each side of the prominent gable and its front porch, which is absorbed into the main body of the house, this house has not been altered since its construction in 1903 and all of the character-defining features remain. Thus, as an unmodified, example of the Eastern Shingle Cottage/First Bay Tradition variety of the Shingle architectural style that was constructed in 1903 by Angus and Kenneth Morrison (Morrison Bros. Contractors and Builders), prominant, early 20th Century contractors and builders in the region, under National Register Criterion C the residence at 811 Monroe does "embody the distinctive characteristics of a type, period, or method of construction" and "represents the work of a master" and "represent[s] a significant and distinguishable entitiv whose components may lack individual diatinction." Therefore, it does appear that the building may be eligble for the National Register of Historic Places under Criterion C.

#### California Register of Historic Resources Criteria

The Criteria for listing in the California Register of Historical Places are consistent with those for listing in the National Register. However, they have been modified to better reflect the history of California at both a local and State level. Criterion 1 is the California Register equivalent of the National Register Criterion A (events), California Register Criterion 2 is the equivalent of National Register Criterion B (persons) and Criterion 3, the California Register equivalent of the National Register Criterion C, addresses the distinctive characteristics of a type, period, region, or method of construction. The property at 811 Monroe Street does not appear to be eligible for the California Register based on Criterion 1. Angus and Kenneth Morrison (Morrison Bros. Contractors and Builders) were prominant, early 20th Century contractors and builders, who constructed government, educational and residential buildings throughout the Santa Clara Valley and as far away as Stockton and Santa Barbara. In 1903, they constructed this home specifically for their parents, John Donald and Mary Cameron Morrison, sisters Sarah and Lola and brother Louis. As the Morrison Brothers were builders significant to the history of the region and they constructed the residence at 811 Monroe Street specifically for their immediate family members, it appears to reach the level of significance necessary to be eligible individually for the California Register of Historic Resources under Criterion 2. The Shingle architectural style is a transitional style for domestic building from 1880-1910 and the Eastern Shingle Cottage (1890-1910), which originated in Northern California's East Bay Area, was the West Coast version of the Shingle style and the genesis of what became known locally as the First Bay Tradition. It is characterized by an A-frame shape with a dominant front-facing gable roof, which is sheathed in shingles, the front and sides of which meet in a perfect seam, with a large pent roof dormer that projects from the side of the prominent gable. Constructed in 1903, the subject building is a fine example of the Eastem Shingle Cottage The property remains as designed with no alterations and the integrity of the residence is intact. Thus, it appears to reach the level of significance necessary to be eligible individually for the California Register under Criterion 3.

#### City of Santa Clara Criteria for Local Significance

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

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(Continued from page 10, Form 523L)

#### Criteria for Historically or Cultural Significance:

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

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

This property has character, interest and integrity and reflects the City of Santa Clara's architectural heritage.

3. The property is associated with an important individual or group, who contributed in a significant way to the political, social, and/or cultural life of the community.

This property is directly associated with the Morrison Family, whose family members, contributed in a significant way to the cultural life of the city. Angus and Kenneth Morrison, who built this house, along with being important well-known contractors were both actively involved in several service clubs in Santa Clara, i.e., I.O.O.F., Redmen, Woodmen of the World, Masons etc., groups who themselves contributed in a significant way to the social and cultural life of the community. Kenneth Morrison also was elected to the school board, where he served for several terms and his and Angus' sister, Sarah Morrison, when she was living here in 1909 was the first person to organize the County's graduate nurses.

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.

At the start of the 20<sup>th</sup> Century, Santa Clara was entering a period of growth that would see the population rapidly rise and thus the need for additional housing. Prominently located on a corner lot, this building was one of the first two constructed on the newly developed residential lots located on what up to now had been undeveloped land on this quarter of its block. This building was constructed by the well-known master builders, Angus and Kenneth Morrison who built it for their parents and siblings and who constructed many of the substantial homes built in Santa Clara in the last part of the 19th Century and first part of the 20th Century for owners who were people of means with a solid center and traditional values. Built in 1903, this building reflects these types of homes and thus, does have a direct association with the broad patterns of Santa Clara's history and its development patterns.

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

#### Criteria for Architectural Significance

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

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

The genesis of what became known locally as the First Bay Tradition, the Eastern Single Cottage architectural style originated in Northern California's East Bay Area and was the West Coast version of the Shingle architectural style. Associated with the period from 1890 to 1910, this style, provided the ideal architectural response to the rising need for affordable housing on narrow deep lots. Constructed in 1903, this house is unaltered and is an excellent example of the Eastern Shingle Cottage architectural style.

2. The property is identified with a particular architect, master builder or craftsman.

This residence was constructed by Morrison Bros. Contractors and Builders, who In 1903 constructed the home for their parents and siblings, who had recently arrived from Canada. Angus and Kenneth Morrison were well-known, master Santa Clara contractors and builders, who in the late 19<sup>th</sup> and early 20th Century constructed government, educational, commercial and residential structures in Santa Clara, San Jose, Stockton and Santa Barbara, including the Chauncey Goodrich home in Saratoga, which was one of the largest residences ever designed by architect Julia Morgan. Along with the numerous residences that they constructed in Santa

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Clara, they built Fremont grammar school, Washington elementary school, Santa Clara High School, the Telephone Building and in 1913, they constructed the new City Hall on the corner of Franklin and Washington Streets, which stood until it was demolished during Urban Redevelopment.

1. The property is architecturally unique or innovative.

The Eastern Shingle Cottage is an architecturally unique style within the City of Santa Clara. This residence at 811 Monroe Street and the neighboring identical house at 823 Monroe Street are the only two houses in Santa Clara, known to have been constructed in the Eastern Shingle Cottage architectural style. Thus, this property meets this criterion.

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

Prominently located on a corner lot next to an identically constructed house, both of which are often referred to as the "twin houses," this house with its unusual architectural style provides a strong symbolic and visual appeal for the Santa Clara community.

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.

The building's dominant wood shingled gable, as a wide as the house itself with the front and the sides of the gable meeting at a perfect seam and a large pent roof domer-like projection on either side of the roof distinguishes this building as an example of an Eastern Shingle Cottage style residence

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

#### Criterion C: 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 property is located in the Santa Clara neighborhood called the Old Quad, which is the original quadrangle surveyed in 1866 and this area encompasses the City of Santa Clara's early development history.

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

Most of the homes on this immediate area were constructed in the last decade of the 19<sup>th</sup> and first decade of the 20th Century, accounting for the compatibility of the building styles in the neighborhood. The home at 811 Monroe Street, constructed in 1903, in an architectural style reflective of that period, is compatible to the neighboring residential structures. It is representative of the development of the Old Quad during this period and important to the integrity of the historic area in which it is located.

The subject property does meet both 1 and 2 of the Criteria for Geographic Significance of the City of Santa Clara Criteria for Local Significance.

#### Criteria for Archaeological Significance:

As the property at 811 Monroe Street is not known to contain any known or unknown prehistoric or historic archaeological resources, it would not be Archaeologically Significant under any of the five of the City of Santa Clara's Criteria for Archaeological Resources.

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However, should any prehistoric or historic archaeological resources be uncovered in the future, this would be subject to change.

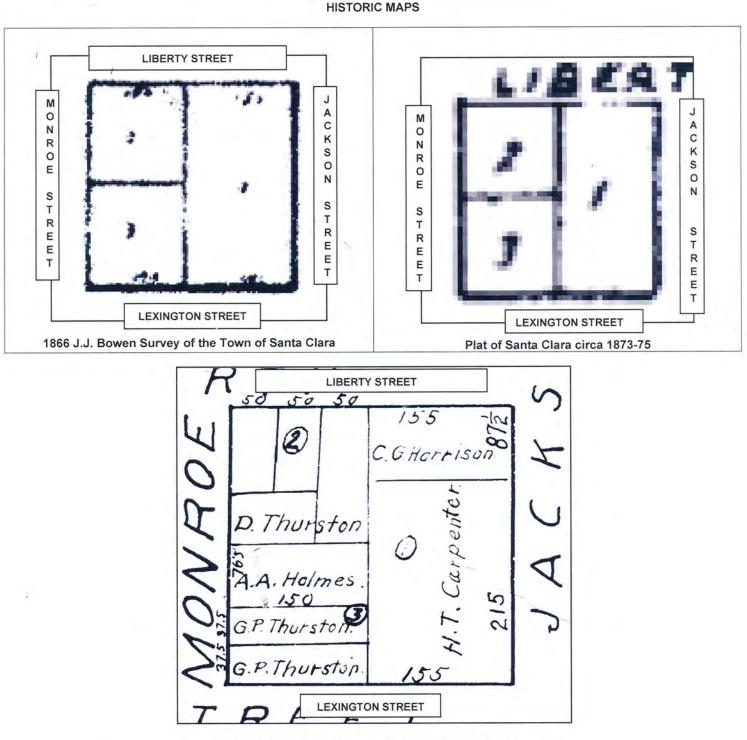
#### **Conclusions and Recommendations**

Currently, this property is on The City of Santa Clara Architecturally or Historically Significant Properties list. In this update of the July, 1981 Historic Resources Inventory for the City of Santa Clara, the evaluator finds 811 Monroe Street to be a excellent example of the Eastern Shingle Cottage/First Bay Tradition variety of the Shingle architectural style and, as it has not undergone alteration since the time of its construction, to retain sufficient integrity to qualify as a historic property. It appears to continue to be, based on compliance with the National Register of Historic Places Criteria, the California Register of Historic Resources Criteria and the City of Santa Clara's Local Significance Criteria, eligible for listing on the City of Santa Clara Architecturally or Historically Significant Properties List.

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

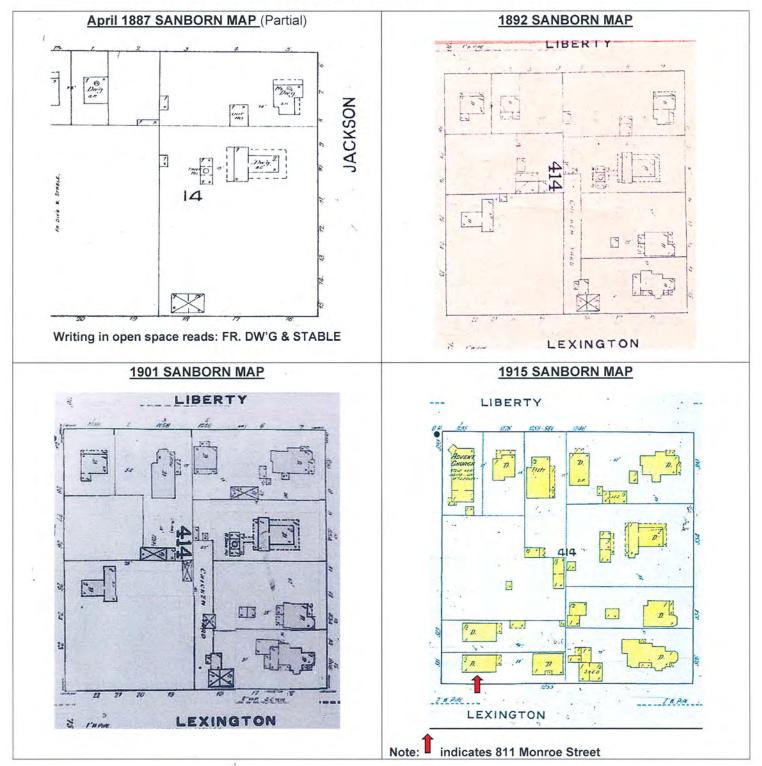
NOTE: LIBERTY STREET was later renamed HOMESTEAD ROAD.

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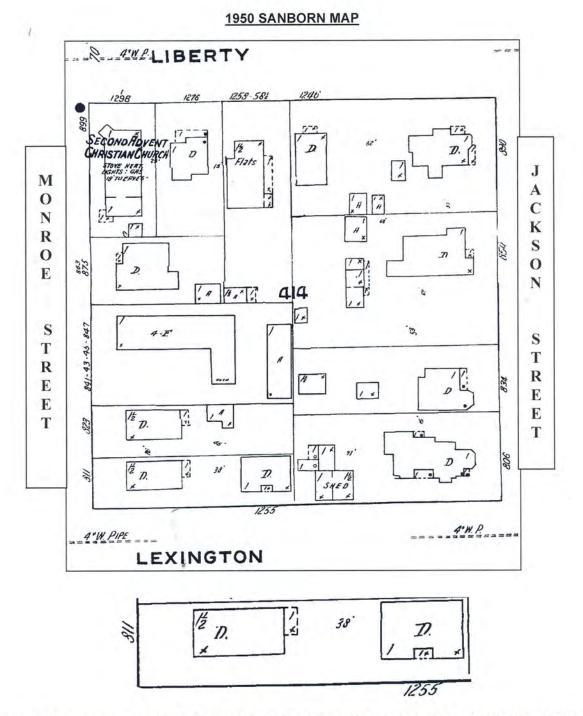
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## SANBORN FIRE INSURANCE MAPS Continued



NOTE: By 1950, the property with both 811 Monroe St. and 1255 Lexington St. had not yet been split into 2 lots.

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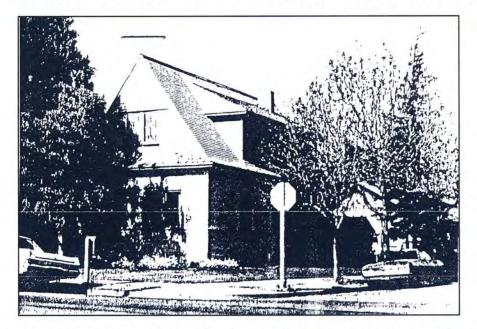
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 Lorie Garcia

#### HISTORIC PHOTOS - 811 Monroe Street



Taken in 1903-4, the above photo shows 811 Monroe Street, shortly after it was constructed.



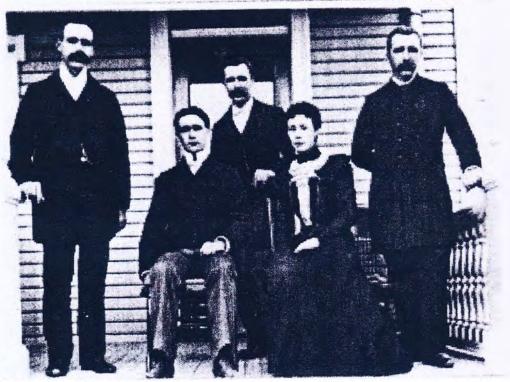
Taken from the corner of Monroe & Lexington Streets, this photo shows 811 Monroe Street in Spring 1979.

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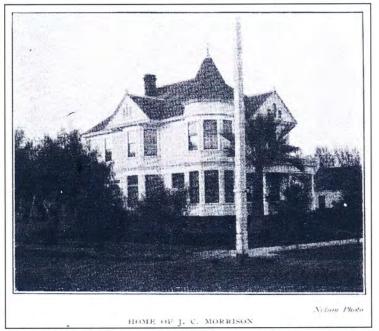
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HISTORIC PHOTOS and Information – MORRISON FAMILY



1899 - L. to R. Kenneth, Norman, Angus, Sarah and John Cameron Morrison. Pictured on the front porch of John Cameron Morrison's house.



J. C. Morrison's house at 1391 Homestead Road (NE corner of Homestead and Monroe Streets.)

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## HISTORIC PHOTOS and Information – MORRISON FAMILY continued



Mary Cameron Morrison



John Donald Morrison



Sarah Morrison

.



Left: Flora Mary (Lolla) Morrison

Below: Anna Catherine Morrison Wallace (in 1945)



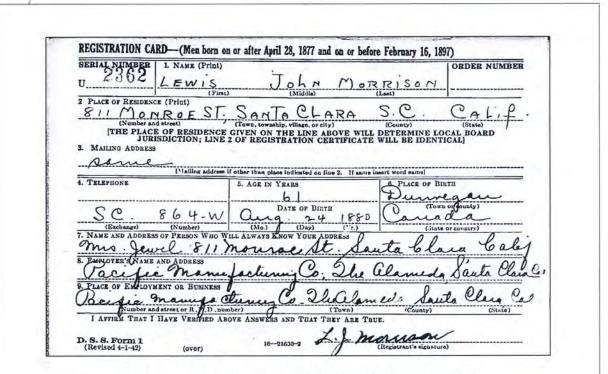
\*Required information

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#### HISTORIC PHOTOS and Information – MORRISON FAMILY continued



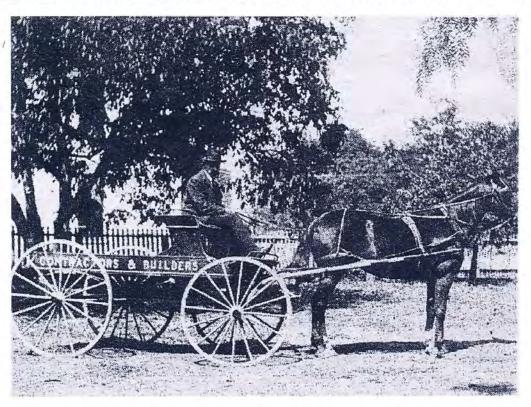
Lewis (Louis) J. Morrison's WWII Draft Registration Card

Louis Morrison's first name was alternately spelled Louis or Lewis on both family and legal documents, here he uses Lewis and when he registered for the Draft in WWII, he gave his birthdate as August 24, 1880 when he actually was born on August 24, 1884, making him 57 at the time of his registration instead of 61. Note how he gives 811 Monroe Street in Santa Clara both as his place of residence and for his mailing address, when he actually lived with his wife, Hazel, at 1315 Magnolia Street in San Jose and his card shows that the person in his life that he appears to have been closest to was his sister, Sarah, as he give Mrs. Jewel [sic] as the person "who will always know" his address.

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HISTORIC PHOTOS and Information – MORRISON BROTHERS, CONTRACTORS & BUILDERS



Morrison Brothers wagon and horse near the turn of the Century. Angus Morrison on wagon.

## Morrison Bros., Contractors and Builders.

It needs but little argument to point out the importance of the carpenter and builder, for it may be fairly asked what member of the community does it not concern.

Among the leading and most prominent contractors and builders of this section who give special attention to building dwellings, business houses and public buildings are Messrs. Morrison Bros, who are practical mechanics of years experience, and many of the handsomest dwellings of our city stand as evidence of their skill. They can furnish plans, specifications and estimates when required for buildings of every description, and are thoroughly prepared in whatever is wanted in their line. All work is done substantially and finished in the best style, stair building, office fitting and general jobbing are given prompt attention and they are always ready to receive orders or make contracts for all kinds of work in these lines, including wood, brick or stone, and parties entrusting work to them are sure of receiving efficient service. Morrison Bros. are enterprising and trustworthy in all transactions and take an interest in all public matters for the good of our city and the up-building of trade in this section.

#### Description from the 1904 booklet, "Progessive Santa Clara."

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#### **Additional Photos**



2023 Aerial photo showing the "Twin" houses. Top house is 823 Monroe Street. Bottom house, at the corner of Monroe and Lexington Streets, is 811 Monroe St.



2023 Street view showing 823 Monroe Street (left) and 811 Monroe Street (right).

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View: South side-elevation and partial rear façade Photo Date: 8/18/2023; Camera Facing: WNW

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## Additional Photos - Rear Gable and Sun Porch



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#### Additional Photos – Front Porch



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 \*Recorded by:
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#### Additional Photos – Windows



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## Additional Photos - Doors and Garage

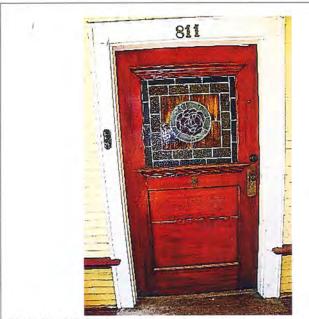


Photo No: 100\_3240 View: Front Door with back-banded door trim Photo Date: 8/18/2023; Camera Facing: E



Photo No: 100\_3268 View: Rear Door Photo Date: 8/18/2023; Camera Facing: E



Photo No: 100\_3255 View: Barage – Front Façade and brick driveway Photo Date: 8/18/2023; Camera Facing: NNW

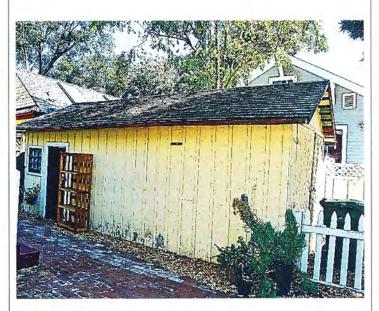


Photo No: 100\_3259 View: Garage - W side-elevation Photo Date: 8/18/2023; Camera Facing: NE

#### 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.

Mills Act 10 Year Plan (811 Monroe)

**Daniel and Stacey Kirstein** 

## 811 Monroe Street, Santa Clara

## CA 95050

To whom it may concern,

The following is in reference to our 2024 Mills Act application for 811 Monroe Street, Santa Clara, CA 95050. As a part of our application we have prepared the following 10-year plan that describes the preservation/restoration efforts we plan to undertake for the Property while protected under the Mills Act. We have tried to be as precise as possible utilizing our current knowledge of funding availability, timing and market pricing (ranged). We have also excluded internal projects at this time and are available to answer questions.

Thank you,

Daniel and Stacey Kirstein

## 10 Year Plan for 811 Monroe Street, Santa Clara

Planned Item	Timing - approx	Cost – approx.	Description
Window	2025 through	\$7,500 to \$10,000	Continuing efforts to refurbish
refurbishment	2028 then	\$500 – 750 per	existing wood windows including –
	ongoing	window pane (10) +	stripping, repairing (as needed),
	maintenance	mudroom windows	glazing, painting and installing
		(est \$2,500)	(repairing weights as needed).
			Basement Windows are included
House Painting	2025 or 2026	\$20,000 to \$25,000	Repairing paint/wood and
			repainting. This includes the
			separate carriage house.
Re-roofing	2026 through	\$20,000 to \$30,000	We will likely re-roof in segments
	2030		over several years (though may elect
			to re-roof all in one go). Will try keep
			wood shingles if available and cost
			within range, otherwise we plan to
			re-roof with composite shingles
Repairing outside	2025 and ongoing	Up to \$7,500	Several posts are starting to fail and
fencing and			will need to be replaced/repaired.
painting			The fence will also require ongoing
			painting

## Assuming start of Mills Act Contract in 2025

			We also plan to replace the side yard fencing (Lexington street side) to match the front yard
Exterior stairs repair and basement hatch	2027 to 2029	Up to \$5,000	The rear exterior stairs and basement hatch are starting to show significant wear and will likely need repair in the next 5-10 years
Exterior Wood repair	2025 and as needed	\$2,500 to \$5,000	There are several areas, particularly around the back of the house, that require refurbishment. We plan to refurbish these areas with period appropriate wood work. This work would occur around the time of house painting
	Total Estimate	\$62,500 to \$82,500	