

## **1053 Lexington Street**

### **Mills Act Historic Property Contract Application**

#### **Statement of Justification for Mills Act Historic Property Designation and Reassessment**

When I went looking for a house to call my own, I only looked at two houses. The first was at 750 Park Ct. Santa Clara. But with layoffs looming at my company, unfortunately, I had to let it slip away. As the economic outlook stabilized, I kept my radar on, uninspired by nearly everything offered until 1053 Lexington came on the market.

Two is an insanely low number of homes to see before you commit to the biggest purchase of your life. But the truth of the matter was that I could not see myself in anything else otherwise void of the character endowed with a pre-WWII home.

The icing on top of the cake was the nearly unadulterated state of the house that befalls so many of the century homes in the Bay Area. Original double-hung wood windows, tear-drop siding, even the built-in ironing board!

1053 Lexington is a small, unassuming one-bedroom cottage, but she packs a lot of beauty in her 500 square feet. Having her designated a Mills Act Historic Property and provided property tax relief through reassessment will allow me to maintain the house in all her simple glory so that she may live another 100 years.

#### **Legal Description**

Exhibit A

Parcel B, as shown on that certain Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on December 21, 2000, in Book 735 of Maps, Page(s) 41.

APN: 269-28-075

ARB: 269-28-55-2

**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 \_\_\_\_\_, 2023, ("Effective Date"), by Lily Chen, owner of certain real property located at 1053 Lexington Street, Santa Clara, CA 95050 ("OWNERS") and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. **Recitals.**

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into a contract with the OWNERS of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNERS possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2023 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-28-075, and generally located at the street address 1053 Lexington 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 March 1, 2023. 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 1053 Lexington 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:** Lily Chen  
1053 Lexington Street  
Santa Clara, CA 95050

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

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

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

**(12) Attorneys' Fees.** In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

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

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

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

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

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

(17) **Fees.** The Planning Department may collect such Mills Act Historic Property Contract application fee of 8,078.70 (eight thousand, seventy-eight dollars and seventy cents), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) **Ordinary Maintenance.** Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Planning and Inspection determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

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

**(20) Conservation Easements.**

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
GLEN R. GOOGINS  
City Attorney

\_\_\_\_\_  
JÖVAN D. GROGAN  
City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408)-241-6771

“CITY”

**Lily Chen,  
Owner of 1053 Lexington Street**

By: \_\_\_\_\_  
Lily Chen  
1053 Lexington Street  
Santa Clara, CA 95050

“OWNERS”

Exhibits:

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

I:\PLANNING\2023\Project Files Active\PLN23-00069 1053 Lexington (Mills Act)\Mills Act Contract.doc



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California )
County of Santa Clara )
On 1/30/2023 before me, Tarni Dewangan, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Matthew Joseph Barletta and
Name(s) of Signer(s)
Lily Chen Barletta

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

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

WITNESS my hand and official seal.



Signature Tarni Dewangan
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant Deed
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

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

Primary# \_\_\_\_\_  
 HRI# \_\_\_\_\_  
 Trinomial \_\_\_\_\_  
**NRHP Status Code**

Other Listings

Review Code Reviewer Date

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\*Resource Name or #: (Assigned by recorder) *1053 Lexington Street, Santa Clara*

**P1. Other Identifier:** *1053 Lexington St., Santa Clara, CA.*

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

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

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

c. Address 1053 Lexington Street City Santa Clara Zip 95050

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

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)

*Assessor's Parcel Number: 269-28-075*

*North side of Lexington Street between Washington and Main Streets*

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

*1053 Lexington Street is located in the urban setting of a block of houses that was primarily developed in the late nineteenth and early twentieth centuries. An L-shaped block, bordered by Homestead Road (Liberty Street), Washington, Lexington and Main Streets, this is one of the four L-shaped blocks, which surround the open space of Plaza Park, the City of Santa Clara's original public park. Road alterations, both on the Homestead (Liberty) roadway and that surrounding the park, which resulted from Urban Redevelopment, along with the differing periods of time at which development on each lot occurred, have resulted in construction on each property exhibiting various setbacks from the street and lots that vary in width from 37.5' to 101' and with depths that range from 152' x 71.25.'*

(Continued on page 2, form 523L)

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

**\*P4. Resources Present:**  Building

Structure  Object  Site  District  
 Element of District  Other (Isolates, etc.)

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

*Front façade (view toward NNW), 08/07/2022*

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

Historic  Prehistoric  Both

**ca.** *1935*

*Assessor's Records, Census Records, City Directories, Sanborn Maps.*

**\*P7. Owner and Address:**

*Lily Chen  
 1977 Heimgartner Lane, Apt 33  
 San Jose, CA 95124*

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

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

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



**\*P9. Date Recorded:** *December 31, 2022*

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

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

**\*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  
DEPARTMENT OF PARKS AND RECREATION  
**CONTINUATION SHEET**

Primary #  
HRI #  
Trinomial

Page 2 of 26

\*Resource Name or # (Assigned by recorder) 1053 Lexington Street, Santa Clara

Recorded by: Lorie Garcia

\*Date 12/31/2022

Continuation Update

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

*The specific property on which this residence is located was originally a 152' x 50' centrally located lot that ran from Homestead Road (Liberty Street) to Lexington Street. The original house on the lot, 1054 Homestead Road, was constructed near the northern end of lot and faced Liberty Street (Homestead.) A few years later when the subject house at 1053 Lexington Street was built, it was sited at the south end of the lot facing Lexington Street. In 2001, the original large lot was officially split into 2 separate small parcels so that currently 1053 Lexington Street is located on an individual 50' x 71.25' lot.*

*Since the 1960s, the block's northern portion that fronts on Homestead has been altered, including the widening and name change of the street from Liberty Street to Homestead Road. However, the remaining sides of the block have only suffered minimal change. With the exception of the two rows of apartment buildings on the lot at the corner of Lexington and Main Streets, which were built in the 1940s, all of the buildings on the portion of the northern Lexington Street block face that runs from Washington to Main Streets were mainly constructed from 1914 to circa 1935. The maintenance of the historic integrity of this Lexington Street's block face and the street's location directly across from the historic park, result in the streetscape being a pleasant one, which evokes the sense of a neighborhood from the second quarter of the twentieth century.*

*Constructed circa 1935, the primary building on the site is a 546 sq. ft., one-story house, designed in the side-gabled roof (commonly called Cape Cod) subtype of the Minimal Traditional architectural style. Set on its current small 3,562 sq. ft. lot, the house fronts roughly south onto Lexington Street and is set back from the street allowing for an open landscaped area with a cultivated lawn, planting beds with ornamental shrubbery and a large shade tree, which is adjacent to the fence on the west property line. The house is offset on its lot creating a small west side-yard and a relatively large east side-yard. A high wood fence, which runs from the front sidewalk down the site's west side, across the rear to a narrow east side fence that attaches close to the NE rear corner of a detached garage, defines the western, northern and eastern property lines.*

*A straight, red brick walkway leads from the front sidewalk to the front porch and main entry. A second brick walkway from the sidewalk, located between the garage and the eastern edge of the front lawn, leads to a high wooden gated fence. Situated between the juncture of the house front and east side elevation and the west side elevation of the garage, this fence secures access to home's*

*side entry and rear yard. A second fence between the house and the high wooden fence located on the west side-property line, also secures access to the rear of the property. The rear of the property includes open lawn area, planting beds and large trees. Opening onto Lexington Street, a wide driveway, finished with concrete, is located on the east side of the lot. The driveway ends at a detached garage.*

*Set on a concrete foundation, with only a crawl space to slightly elevate it, the plan of this small, single-family residence is rectangular with simple compact massing and a symmetrical appearance. It has a low-pitched, side-gabled roof with a shallow eave overhang. The eaves of the main body of the house are unenclosed, however the rake eaves are closed. All the eaves are trimmed with plain boards (a character-defining feature). The roof is sheathed with composition shingles.*

(Continued on page 3, Form 523L)

**Supplemental Photograph or Drawing**



**Description of Photo:** (view, date, accession #)  
(View towards NW) Front Façade, partial E side-elevation with wing and garage; Photo No: 100\_3055; 08/07/2022.

State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**CONTINUATION SHEET**

Primary #  
HRI #  
Trinomial

Page 3 of 26

\*Resource Name or # (Assigned by recorder) 1053 Lexington Street, Santa Clara

Recorded by: Lorie Garcia

\*Date 12/31/2022

Continuation Update

(Continued from page 2, Form 523L)

*A small side-gable-roofed wing, which was added a few years after the original construction, projects from the rear of the building's east side-elevation. The addition of a small wing was a common occurrence for this architectural style. The home's single story, plan, massing and roof style are characteristic features of the Cape Cod sub-type of the Minimal Traditional architectural style. (Note: A high narrow, shallow, shed-like projection on the rear façade is not part of the habitable space. At some point, it was constructed to house the home's water heater.)*

*This home is clad with horizontal, narrow, wood clapboard siding, the most common sheathing used for this style. Also characteristic of this style is the lack of exterior decorative detailing, so that characteristically the front façade has very little ornamentation; that being only a centered front door with an evenly spaced window on either side of the door, such as found in the subject property. A large, wood-louvered attic vent (original) is set under the apex of each of the main body's west and east facing gabled roofs along with that of the small front-facing gabled entrance porch. Each attic vent is framed with wide plain boards. Set into the side and rear elevations, are wood framed ground-level openings (original.) Metal mesh covers each opening. These provide ventilation to the crawl space under the house.*

*According to McAlester, the predominant characteristic of this architectural style is a front facing gable, either as a small wing or an entry detail. This home exhibits that characteristic in its small, front-facing gabled entry porch, which is slightly off-centered on the front facade and projects from the house. The front and sides of the porch are unenclosed and at its front corners, the porch roof rests on turned columns, instead of the square columns that were the common style used for Cape Cod residences. (It is believed this resulted from the use of columns salvaged from Louis M. Fatjo's home, following its early remodel by a new owner.)*

*The main entrance is on the front (south) façade. It is accessed by 1 (one) full-width, concrete step that leads to the open small concrete porch. The front (main) door, is wood framed. Set into the top third of the door is a rectangular window with 6 panes (2 rows of 3 panes per row) divided by muntins, with two vertically orientated wood panels set into the bottom half of the door. (The door is not original it has replaced another door that itself replaced the original one. However, it is compatible with this architectural style where the first replacement door was not.) The entry door is centered on the porch, a character defining feature of the Cape Cod sub-type of the Minimal Traditional architectural style. It is framed with plain wide boards and has a narrow projecting threshold, also characteristic of this style.*

*Two secondary entrances provide access into the house from the east side-elevation. One door is centered on the east side-elevation of the main body of the home. This secondary entry door is a Stanley door (metal encasing the core) with two vertically orientated panels set into in the bottom half and a rectangular window with an inset "plastic" divider, which gives the appearance of 9 panes (3 rows of 3 panes per row) separated by muntins) set into its top half. Another secondary entrance is provided by an identical door set into the south side-elevation of the small projecting wing. Both entry doors are also trimmed with wide wood boards however, unlike the main front entry door, neither have a projecting threshold. Both secondary entry doors are not original. Each has replaced the original one. Access to both side doors is off of a raised wooden deck (new), which is accessed by 3 wooden steps, one set inside the east side gate, and a similar set of steps from the rear yard. The deck fills the space between the main body of the house and its projecting wing and the detached garage.*

*Another character-defining feature of this home is its windows, which are typical in form to those of the Cape Cod sub-type of the Minimal Traditional architectural style. Fenestration is simple and consists of mix of vertically-oriented and square windows. All of the home's windows are wood-framed, one-over-one double hung windows with projecting sills and aprons and all are original. On the front façade, there are two large, vertically-orientated, one-over-one double-hung windows. Each is located, evenly spaced on either side of the front entry door; a main character-defining feature of this architectural style. On the east side-elevation of the main body of the house, a large vertically-orientated window is set near the front and, near the rear, a medium-sized square window is set between the side entry door and the small projecting wing. Centered on the east elevation of the wing is a large square window. The rear facade has a medium-sized, square window set near the corner formed by the wing (between the corner and water heater structure), followed by a smaller square window and then a large vertically-orientated window set near the convergence of the rear façade and the west side-elevation. On the west side-elevation, fenestration consists of a large vertically-orientated window near the rear, followed by a pair of large vertically-orientated windows set near the front. With the exception of this sole pair, all the home's windows are single windows.*

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*Set close to the east side property line is the one-car, detached garage. It has a rectangular footprint and a hipped roof sheathed in composition shingles. Plain boards trim the roof's eaves. The walls are clad with horizontal, narrow, wood clapboard siding with the exception of the garage's east side-wall, which is clad in wide shiplap siding. Located on the front (Lexington Street) elevation of this structure is the wooden garage door (not original). It is a single door, with three panels, and has a decorative pattern of two sets of horizontal, 6-paned windows, set above four solid horizontal panels. The door opens with an automatic garage door opener and was installed in 2020. Located adjacent to the rear of its east side-elevation is a man-door, which is similar to those of the home's secondary entry doors and like those, this door is not original. Centered in the rear façade is a large, wood-framed vertically-orientated, one-over-one double-hung window, with a projecting sill and apron. Like those of the home, it is trimmed with wide flat boards and is original. This window allows light into the garage interior. The garage was also constructed circa 1935, concurrent with the subject residence.*

*A few years after it was constructed, the original circa 1935 house was slightly altered by the addition of the small side-gable-roofed wing, which was added to the rear of the east side-elevation. However, the early addition of a small wing was a common occurrence for the Cape Cod architectural style and has no effect on its integrity. Except for the replacement of the doors, there have been no exterior changes to the character-defining materials and workmanship from the time of the subject property's original construction. The majority of the original house and all of its primary character-defining features can still be identified. The property has been well maintained and is in good condition.*

**BUILDING, STRUCTURE, AND OBJECT RECORD**

\*NRHP Status Code *N/A*

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\*Resource Name or # (Assigned by recorder) *1053 Lexington Street, Santa Clara*

- B1. Historic Name: *None*
- B2. Common Name: *None*
- B3. Original Use: *Residential single family* B4. Present Use: *Residential single family*
- \*B5. Architectural Style: *Minimal Traditional (side-gabled roof subtype commonly called Cape Cod)*
- \*B6. Construction History: (Construction date, alterations, and date of alterations)

*The residence was constructed circa 1935. The detached garage appears to have been constructed at the same time. Shortly after construction, the home was altered by the addition of a small wing at the rear of the east side-elevation. Post-1975 original secondary entry doors in the house and man-door in the garage replaced with Stanley doors (metal encasing core with plastic divider in door window). New wood main entry door replaced previous main entry door, which was not original, 2001. New garage door installed, 2020.*

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

\*B8. Related Features: *Detached Garage.*

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

\*B10. Significance: Theme *Residential Architecture* Area *Santa Clara Old Quad*  
Period of Significance *1935 to 1966* Property Type *House* 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 1053 Lexington Street is a portion of a larger parcel that had originally been identified as Lot 3 of Block 2 South, Range 1 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.")*

*As shown in J. J. Bowen's survey, in 1866 the L-shaped block framed by Liberty (Homestead), Washington, Lexington and Main Streets, was subdivided into eight lots and Lot 3, the largest of the eight lots, encompassed the northwestern corner of the block. According to the list of property owners and their improvements, which accompanied the 1866 survey, Lot 3 was a 31881 sq. ft. tract, which was owned by Guilford Seaver and contained a frame house and smith shop. While the exact locations of the house and shop on the lot are unknown, it is more than likely that the house was at the corner of Main and Liberty. According to the 1868 Poll List for Santa Clara, Guilford Lyman Seaver and his son, Daniel Whitney Seaver, both carriage makers by occupation, are shown on as having their residence at that location.*

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

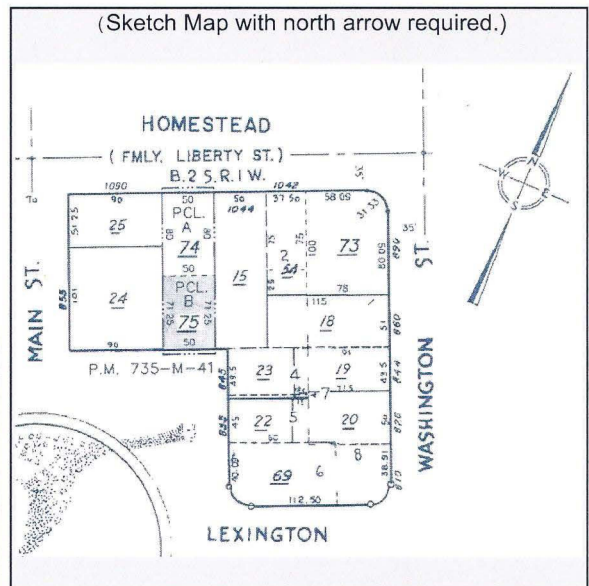
\*B12. References: *Garcia, Lorie, "Santa Clara: From Mission to Municipality," 1997; Garcia Lorie, Geoff Goodfellow and George Giacomini, "A Place of Promise: The City of Santa Clara 1852-2002," 2002; Map of the Town of Santa Clara, drawn by C. E. Moore, 1892; McAlester, Virginia Savage, "A Field Guide to American Houses," Revised ed., 2013; Polk and Husted City Directories, 1908 -1974; Personal communication with Austin Warburton, October 5, 1989; San Jose Mercury Herald, 6/11/1916; Sanborn Fire Insurance Maps 1887, 1901, 1915, 1950; Sunday Mercury and Herald, 12/31/1911; The Evening News, 7/6/1900; The Santa Clara American Weekly: The Fatjo Family History, Part II of III, May 11, 1989; The Fatjo Family: Merchants, Ranchers, Teachers May 18, 1989, Part III of III; The Santa Clara Sun 6/27/1978; United States Census 1860, 1870, 1880, 1900, 1910, 1920, 1930, 1940, 1950; Warburton, Austen D., "Santa Clara Sagas", 1996.*

B13. Remarks

\*B14. Evaluator: *Lorie Garcia*

\*Date of Evaluation: *December 31, 2022*

(This space reserved for official comments.)



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*The Plat of Santa Clara, drawn in the period between 1873 and 1875, shows no change in the configuration of the block that had been surveyed nine years earlier.*

*As shown on the December 1892, Map of Santa Clara, drawn by C. E. Moore, the City Surveyor, by now the block consisted of 10 lots. Lot 3 was smaller than originally. (The part of this lot that was contiguous to Lot 2 was now owned by Wm. Fleury, an undertaker, who also owned the original Lot 2.) The owner of Lot 3 is shown to be Louis (Luis) M. Fatjo. In 1884, Louis M. Fatjo had married Elisa Raventos (the sister of his brother John's wife, Teresa) and by the end of November 1885, Louis and Elisa's first child, Anita, had been born. Then, two years later, in 1887, Louis M. Fatjo purchased the Lot 3 parcel from John West for \$2,100. Located on the northwest corner of Lot 3, the home and all of the out-buildings on the property are shown on the 1887 Sanborn Fire Insurance map.*

*According to the 1900 census, by now Louis M Fatjo lived here at 899 Main Street, with his wife Elisa, their two daughters Anita and Amelie (Emily), and their 11-year-old son Luis (Louis) George. His occupation is listed as a grocer. The place where he worked was Fatjo Bros. & Co., a well-known general merchandise store, which had been established by Louis M. Fatjo and his brother, John Fatjo. The store was located on the south side of Franklin Street between Main and Jackson Streets, a block away from his home. Both Louis M. Fatjo and his brother, John, deeply cared about the welfare of the families who lived in Santa Clara, and Fatjo Bros. & Co. became well-known for the advice and assistance they gave to the multitude of immigrants from Spain and Portugal (via the sugar plantations of Hawaii) who arrived here during the first decades of the Twentieth Century,*

*Louis M. Fatjo also founded the Granadafig Company, located on Monroe Street. Employing over 50 women and girls, his company dealt in the business of selling packed dry fruit, both plain and fancy. The Van Noy Company of Kansas City, who did the purchasing for the railroad diners of various railroad companies and depot and steamboat stands was one of his largest purchasers. In 1917 he received large orders from the Army and Navy, destined for the those serving in the military.*

*As a prominent businessman, in the first decades of the Twentieth Century Louis M. Fatjo also became deeply involved with the Commercial League (forerunner of the Santa Clara Chamber of Commerce) in the promotion of Santa Clara as a great place to live and work. For several years he served as Secretary of that organization.*

*Louis (Luis) M. Fatjo was the youngest son of Antonio Fatjo. The Fatjo family's connection to the Town Santa Clara goes back to 1849, when Antonio Fatjo arrived. Born in Barcelona, Spain, in 1828, Antonio was sent by his father on a South American tour for his health, when he was 15. When the ship reached Santiago Chili, a merchant came on board seeking educated young Spanish men who would make good mercantile clerks. Antonio was immediately hired to work in the wholesale dry goods house of Infanta Bros and abandoned his trip. He resided in Santiago for the following 6 years, married and had two children, Antonio V. and Amelie. In early 1849, when reports of the fabulous gold finds in California reached Chili, Antonio Fatjo decided to leave and seek his fortune. However, after reaching California, rather than heading for the gold fields Antonio went into business with Jose Arques, another Spaniard from Chili, whom he met soon after arrival. They established a wholesale and general merchandise store in San Francisco.*

*In the fall of that year, Antonio moved to Santa Clara and became one of the first merchants in the hamlet when he opened the Farmer's Store, a general store located in the Arques Block on the corner of Main and Franklin Streets. In 1852, his wife, Mariana, and their two children joined Antonio. Here two more children were born, John and Clorinda. Their last child, Louis (Luis) M., was born in 1861 during a trip to Spain. Four years later, Antonio made another trip to Spain and while there Mariana died. Due to the ill health which had plagued him all his life, Antonio remained in Spain for the next 11 years. On his voyage back to Santa Clara in 1876, Antonio married his second wife, Elisa, the widow of Antolin Raventos, in Santiago, Chili. Elisa had three children by her previous marriage and later her daughters, Theresa and Elisa Raventos, married Antonio's sons, John and Louis M. Fatjo.*

*As the "new" century progressed and the third generation of the Fatjo families started their families, they tended to settle and build their homes on land previously owned by older family members. For example, when Robert A. Fatjo, Antonio V.'s son, married in 1902, he and his new wife moved into a home at the SW corner of Liberty (today's Homestead Road) and Washington Streets on land that had belonged to his grandfather, Antonio, (Lot 1 of Block 2S, Range 3W). A Few years later, another of Antonio V.'s sons, Eugene, moved into 860 Washington; also located on his grandfather's property.*

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*In 1910, Louis M. Fatjo's 21-year-old son Luis (Louis) George Fatjo was still living at home and working in the real estate office of Fatjo & Lovell. Also employed there was his 32-year-old cousin, Robert A. Fatjo, who the same year was involved with his father, Antonio V Fatjo, in the organization of Mission Bank. With the formation of this new bank, the Board of Directors included both Robert A. as Bank President and his cousin, Luis George as Assistant Cashier. Luis G. married Mary A. Miller and in 1912 their first child, Mary, was born. The following year, the Luis G. Fatjo family moved into their newly built residence at 1044 Liberty Street, which was constructed on land that had been subdivided from the Lot 3 parcel owned by his father, Louis M. Fatjo. (The outbuildings which had existed on that portion of Louis M. Fatjo's lot were demolished for the construction of his son's new home.)*

*Louis M. and Elisa Fatjo's youngest daughter, Amelie (Emily), had become a trained nurse in San Francisco. Here, in 1916, she married 26-year-old John J. Dowling and following their honeymoon, they moved into a home in San Francisco. Originally from England, John J. Dowling immigrated to America in 1907, settled in San Francisco and gained employment as an electrician for Southern Pacific Railroad Company. In 1915, he became a naturalized citizen. By 1920, John J. and Emily had moved to Oakland, where they rented a house. John J. Dowling was still working as an electrician for Southern Pacific, while Emily (Fatjo) was a homemaker.*

*In 1921, Elisa Fatjo passed away leaving Emily's father Louis M. Fatjo, living by himself at 899 Main Street. His son, Luis George, lived with his family, on the abutting lot at 1044 Liberty Street and his daughter, Emily (Amelie) Dowling and her husband, John, were in Oakland. Then two years later, in 1923, Luis George Fatjo sold 1044 Liberty Street, moved with his family to a new home on Scott Lane and Emily returned home to care for her ailing father, Louis M. Fatjo. When Emily (Fatjo) and her husband John J. Dowling left Oakland, they moved into a new home built for them on a portion of the property owned by her father. Their new house, 1054 Liberty Street was located near the NE corner of her father's property adjacent to the parcel on which her brother's house had been constructed a decade earlier. The following year, Louis M. Fatjo passed away and Luis George and Emily inherited his considerable estate. Included in Louis' estate was the 50' x 151' parcel that ran between Liberty and Lexington Streets, on which her home had been constructed and which was specifically left to his daughter, Emily. Louis M. Fatjo's house at 899 Main and the remainder of Lot 2, Block 2S, Range 1W on which it was located was sold by Luis George and Emily to Walter H. Minns, the Santa Clara County Deputy Sheriff.*

*It must be noted that at this time, Emily was not the only third generation member of the Fatjo family living on the block designated Block 2 South, Range 1 West or in close proximity to it. Emily's cousin Eugene Fatjo lived with his wife and daughter right around the corner at 860 Washington Street on the portion of the block, which had belonged to his father, Louis M. Fatjo's older brother Antonio V. And another cousin, Eugene's sister, Delfina Fatjo, lived just two blocks away at 646 Washington Street.*

*By 1930, Emily and John J. Dowling had now been living here for seven years. Emily had returned to the profession of nursing, while John was still employed as an electrician for the Southern Pacific Railroad Company. As shown on the Census for that year, their home at 1054 Liberty Street was currently worth \$2,500. By now they had been married for 13 years and had had no children, however John's 17-year-old nephew, Thomas Lambert, had moved in with them and was working as a book-keeper in the Bank of Italy where her cousin, Robert A. Fatjo, was Bank President. (Note: in 1916, the Bank of Italy had purchased the Mission Bank where Emily's brother, Luis George Fatjo, was a Bank Director, for their branch in Santa Clara.)*

*A few years later, the Dowlings had a second small house constructed on the property where their house at 1054 Liberty Street existed. This was a small (approximately 500 square foot) cottage built at the south end of their lot. Facing Lexington Street, its address became 1053 Lexington Street. Emily and John's decision to construct a second house at this time was likely influenced by a pattern of development in Santa Clara that was taking place in the town.*

*Unlike the need for affordable working-class housing that had risen in the second decade of the Twentieth Century, which saw large lots split and smaller houses constructed on the resultant smaller lots that were economical to purchase, due to economic conditions during the 1930s, a need had developed for affordable rental housing for the working-class population; mainly migrant workers in the agriculture industry. This period saw many of these workers coming to Santa Clara where they could find jobs in the orchards, canneries and fruit-packing plants. However, they were not coming to settle and only needed housing for a short period of time, before moving on to the next location. As a result, where adequate space existed, small cottages were built on already developed lots, usually*

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*somewhere to the rear of the already existing main home. With rents of \$10-12/month, the construction of affordable rental housing in this manner, provided a solution to the need for this type of housing and, especially during the Depression years, had the bonus of providing extra income to the homeowners of the land on which they were erected.*

*Throughout the 1930s, the Dowlings continued to live in their main residence at 1044 Liberty Street and rent out the second house they now had on their property, the subject house at 1053 Lexington Street. Toward the end of 1938, Emily (Fatjo) Dowling passed away and her husband, John J. Dowling, inherited the property. According to the 1940 Census, by then he had remarried his second wife, Olive. John and Olive lived in 1054 Liberty Street and he continued using 1053 Lexington as a rental property.*

*An example of the diverse group of those who rented 1053 Lexington includes the following: Luke Boskovich, a 21-year-old mechanic for a fruit packing Company, who was living here in 1940 with his 19-year-old wife Antoinette and their 1-year-old daughter; a widow, Mrs. Annie J. Von Arsdell, who resided here in 1946 and John Faulds, Jr. who lived here in 1948. By the end of 1953, another widow, 43-year-old Emily J. Garrett, who was employed as a pear packer at Day & Young, was renting this home. (Note: Day & Young was a well-known fruit packing company in Santa Clara that packed and shipped pears and Mrs. Garret husband, Joseph, had been a department manager for Day & Young before his death circa 1952.) Unlike previous tenants, Mrs. Emily J. Garrett was not a short-time renter. According to the City Directories, by now retired, she was still renting this home in 1968.*

*Until 1967, John J. and Olive continued to live in the main house at 1044 Liberty Street and use the small home at 1053 Lexington Street as a rental property. Then John J. Dowling passed away and his widow, Olive Dowling, inherited the property. She continued living at 1044 Liberty Street and renting out 1053 Lexington through the mid-1970s and then she died and the lot with both dwellings on it was sold. The subsequent owners of the lot, which had both 1054 Homestead Road (by now Liberty Street had been renamed) and 1053 Lexington Street located on it, continued using 1053 for rental purposes. In 2001, when the house at 1053 Lexington Street was purchased by Liyy Chen, the current owner, the original lot was split into 2 parcels with each separate lot containing only a single house. Parcel 1 was a 4,000 sq. ft. lot on which the home fronting on Homestead Road existed and Parcel 2, a slightly smaller 3562.50 sq. ft. lot, which had the subject residence facing Lexington Street located on it. As it has been utilized since its construction circa 1935, the current owner of 1053 Lexington Street has continued to use the house as a rental property.*

### 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 circa 1935, the subject residence at 1053 Lexington 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.

*While the architectural integrity of the original structure has been slightly diminished by the replacement of its entry doors, the majority of the visual and character defining features of the historic building have been preserved and retained. The residence at 1053 Lexington Street retains its original location and the property is well maintained. The historical use of the building has not changed and.*

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*it remains a residence. The subject property is set within a historic residential setting in the area of Santa Clara known as the "Old Quad," and, while a portion of the block in which it is located has been compromised by new development, the immediate streetscape that surrounds it retains many qualities that reflect the period in which the house was constructed.*

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

National Register of Historic Places Criteria.

*There are not any events associated with the residence at 1053 Lexington 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 various owners over the almost 90 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 occupants appear to be significant to the history of the region, Nation or State of California. It would therefore appear that the building at 1053 Lexington Street would not be eligible for the National Register based on Criterion B (associated with the lives of persons significant in our past). With the exception of the replaced doors, the home is unaltered and the character-defining features of its circa 1935 construction in the Cape Cod subtype of the Minimal Traditional architectural style remain, such as its single story, rectangular plan, simple compact massing, symmetrical appearance, low-pitched, side-gabled roof with a shallow eave overhang, small front facing gable and narrow, wood clapboard siding, which are characteristic features of the Cape Cod sub-type of the Minimal Traditional architectural style and thus, under National Register Criterion C the residence at 1053 Lexington Street could be considered to "embody the distinctive characteristics of a type, period, or method of construction" and "represent[s] a significant and distinguishable entity whose components may lack individual distinction" and due to its proximity to other historically significant homes in the area, it does contribute to a potentially eligible Historic District. Therefore, it does appear that the building may be eligible for the National Register of Historic Places under Criterion C.*

California Register of Historic Resources Criteria

*The Criteria for listing in the California Register of Historical Places are consistent with those for listing in the National Register. However, they have been modified to better reflect the history of California at both a local and State level. Criterion 1 is the California Register equivalent of the National Register Criterion A (events) and California Register Criterion 2, the equivalent of National Register Criterion B (persons). The property at 1053 Lexington Street is associated with the Fatjo family that originally arrived in 1849 and that for decades after made significant contributions to the economic growth of the City of Santa Clara. Thus, it is associated with the lives of persons important to local history and does appear to be eligible for the California Register based on Criterion 1 and Criterion 2. Criterion 3 (the equivalent of National Register Criterion C) addresses the distinctive characteristics of a type, period, region, or method of construction. Originally constructed circa 1935 in Cape Cod subtype of the Minimal Traditional architectural style, which is associated with the period of 1935-1950, the subject residence is characterized by being a one-story home with a low-pitched, side-gabled roof with a shallow eave overhang and small, open front-facing gabled entry porch that projects from the center of the house, a rectangular plan, compact massing, narrow wood clapboard siding and double-hung windows with wide flat trim. Although the property has been slightly altered, the character-defining features of its 1935 construction remain. Therefore, it does appear to reach the level of significance necessary to be individually eligible for the California Register under Criterion 3.*

City of Santa Clara Criteria for Local Significance

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

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**Criteria for Historical or Cultural Significance:**

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

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

*Due to its association with a person who had been born and raised in Santa Clara and was the descendent of an earlier prominent settler and first her home and then the subject residence was constructed on the land inherited from him, this property does have a direct association with the broad patterns of Santa Clara history, where many times, inherited property was used in this manner by following generations. The building has interest, integrity and character and reflects the growth of this area in the first part of the 20th Century as the children of earlier Santa Clara residents redeveloped the property they had inherited.*

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.

*It has been written that the Fatjo families "have a long and illustrious history" in Santa Clara and this property is associated with Emily (Fatjo) Dowling a member of the Louis M. Fatjo Family. Starting with the arrival of Antonio Fatjo in 1849, for a century members of the Fatjo family would play an important role in the social and cultural life of the community. The first owner of this residence, Emily (Amelie) Fatjo Dowling was the daughter of Louis M. Fatjo. Born in 1861, he was Antonio Fatjo's the fifth child. Like his father, Louis established a general merchandise store where he and his brother became well-known for the advice and assistance they gave to the multitude of immigrants from Spain and Portugal, via the sugar plantations of Hawaii, who arrived here during the first decades of the Twentieth Century. Following the store's establishment, Louis also became deeply involved with the Commercial League (forerunner of the Santa Clara Chamber of Commerce) and as its secretary wrote several newspaper articles promoting the town of Santa Clara. Over the years, members of the Fatjo family also played a prominent role in Santa Clara's banking industry, including Emily's uncle, Antonio V., cousin, Robert A. and brother Luis George Fatjo. Active in Santa Clara's social life, when she married John Dowling, Emily Fatjo was described as "well and popularly known" in Santa Clara. At least three generations of members of the prominent Fatjo family, lived on this block, on property originally owned and developed by their ancestors and Emily (Amelie) Fatjo Dowling, the owner of this house, at 1053 Lexington Street, was one of them.*

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.

*This home at 1053 Lexington Street was constructed to meet a need, which due to economic conditions had developed for affordable housing and especially affordable rental housing, mainly for migrant workers in the agriculture industry. This period saw many of these workers coming to Santa Clara where they could find jobs in the orchards, canneries and fruit-packing plants. However, most were not coming to settle and only needed housing for a short period of time, before they moved on to the next location. As a result, as a way to meet this need, where enough space existed small cottages were built on already developed lots, usually somewhere to the rear of the already existing main home. Sited on the lot, to the rear of the original main house, this small, 546 sq. ft. house was constructed circa 1935 to be an affordable rental property and has continuously been used as such.*

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 or 4 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 residence at 1053 Lexington Street was designed and constructed circa 1935 in the in the side-gabled roof (commonly called Cape*

(Continued on page 11, Form 523L)

State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**CONTINUATION SHEET**

Primary #  
HRI #  
Trinomial

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\*Resource Name or # (Assigned by recorder) 1053 Lexington Street, Santa Clara

\*Recorded by: Lorie Garcia

\*Date 12/31/2022

Continuation Update

(Continued from page 10, Form 523L)

*Cod) subtype of the Minimal Traditional architectural style. This style is associated with the period from 1935 to 1950. With the economic depression of the 1930s there rose an escalating need for affordable housing and, as a simple style Cape Cod homes proved the ideal form of construction to meet this need. Considered to be a no-frills version of earlier house styles, usually offering just two bedrooms and one bath, these were seen as inexpensive, small homes for small families. During the 1930's and early 1940's numerous articles promoting this architectural style appeared in popular publications across the county, pointing out they qualified for FHA loans. (From its creation in 1934, the FHA house building requirements limited the maximum sales price in order to keep the market open to all.)*

*Cape Cod dwellings have a symmetrical appearance with a slanted, side-gabled roof and a shallow roof overhang, narrow, horizontal, wood clapboard or shiplap sheathing and always have a double-hung window on each side of the entry door, all features of this property. Many homes were constructed in this architectural style in Santa Clara during the period of 1930s to 1950 but most have been highly altered over the years to meet modern needs. Although slightly altered in the rear of the east side-elevation by the early addition of a small wing (a not uncommon occurrence for Cape Cod houses) and the replacement of its doors, the majority of this architectural style's character-defining features remain and today the subject building still reflects its original architectural style. Today, this makes the property at 1053 Homestead Street a rare architectural style that characterizes the particular era in Santa Clara with which it is associated.*

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

**Criteria for Geographic Significance:**

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

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

*The subject property is located in the area of the Old Quad where the larger lots were redeveloped to accommodate the growth that Santa Clara experienced in the first decades of the twentieth century, due to economic forces and the growth of the City's industries. The historic residential properties in this area contribute to the historic setting that reflects the neighborhood's role in the broad patterns of Santa Clara's early development.*

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

*Constructed circa 1935 as a small Cape Cod residence, this house remains as an example of the smaller homes built in Santa Clara in the early twentieth century. It is representative of the development of this area of the Old Quad during the late 19<sup>th</sup> and early 20<sup>th</sup> century and is important to the integrity of the historic area in which it is located. Most of the homes on this block were constructed from 1885 to the early 1930s. This accounts for the continuity of the building styles in the neighborhood.*

*Currently, all of the homes on the 800 Washington Street block face (810, 826,844, 860 & 890), one on the 1000 Homestead Road block face (1044), as well as the Public Park (1098 Lexington Street, the "Former Mission Corral Site") directly to the south of the Lexington Street block face, are listed on the City of Santa Clara's list of Architecturally and/or Historically Significant Properties. The subject house at 1053 Lexington Street is the only home that was ever constructed facing Lexington Street on this block; the neighboring Lexington Street lots are the rear of the historic Washington and Homestead properties.*

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

**Criteria for Archaeological Significance:**

As the property at 1053 Lexington Street contains no known or unknown prehistoric or historic archaeological resources, it would not be

(Continued on page 12, Form 523L)

State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**CONTINUATION SHEET**

Primary #  
HRI #  
Trinomial

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\*Resource Name or # (Assigned by recorder) 1053 Lexington Street, Santa Clara

\*Recorded by: Lorie Garcia

\*Date 12/31/2022

Continuation Update

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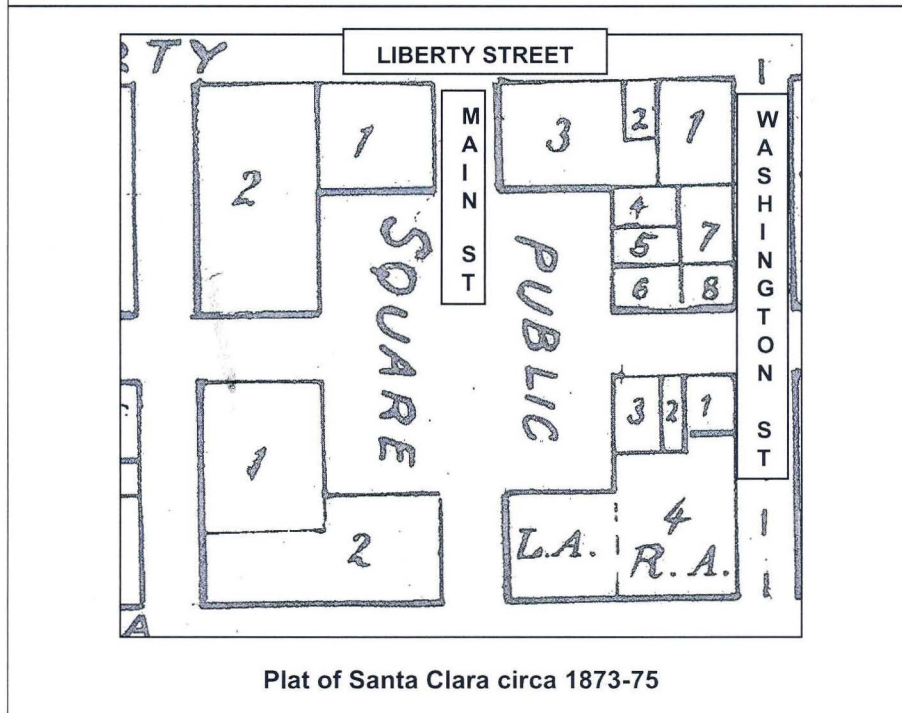
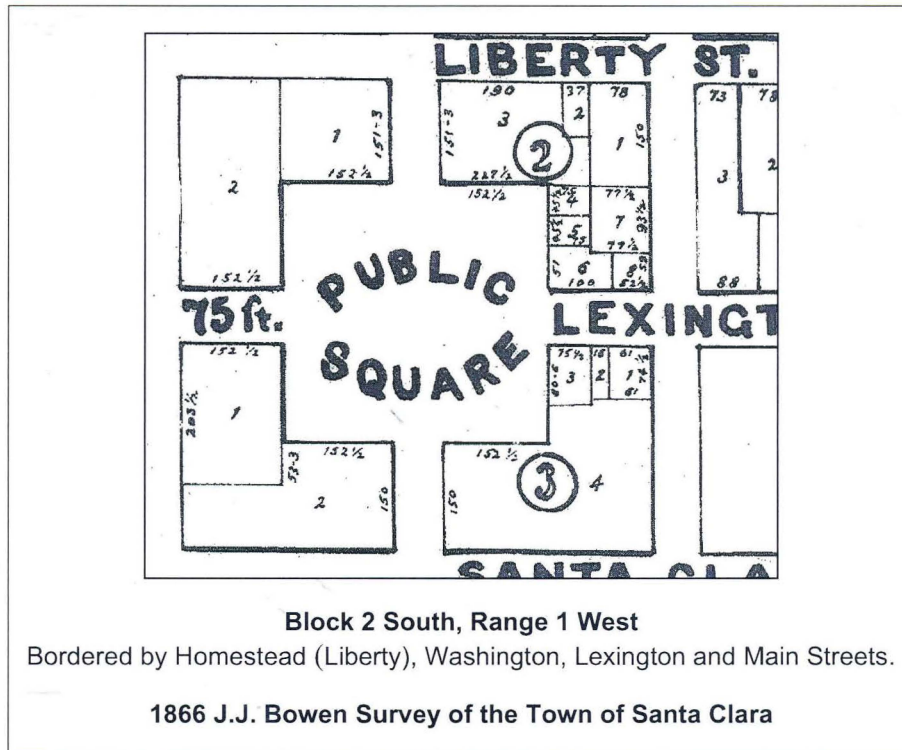
(Continued from page 11, Form 523L)

Archaeologically Significant under any of the five of the City of Santa Clara's Criteria for Archaeological Resources. However, should any prehistoric or historic archaeological resources be uncovered in the future, this would be subject to change.

**Conclusions and Recommendations**

Currently, this property is not on The City of Santa Clara Architecturally or Historically Significant Properties list. However, the property is over 50 years old and thus meets the age requirement and the evaluator finds 1053 Lexington Street to retain sufficient integrity to qualify as a historic property. It appears 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, a "Qualified Historic Resource," eligible for listing on the City of Santa Clara Architecturally and/or Historically Significant Properties List.

HISTORIC MAPS

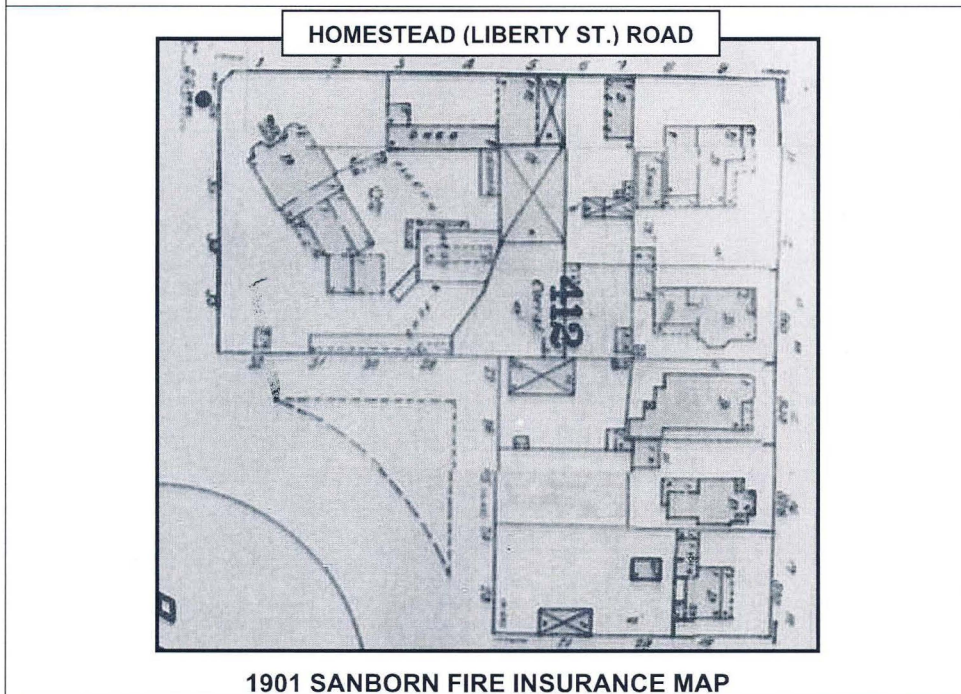
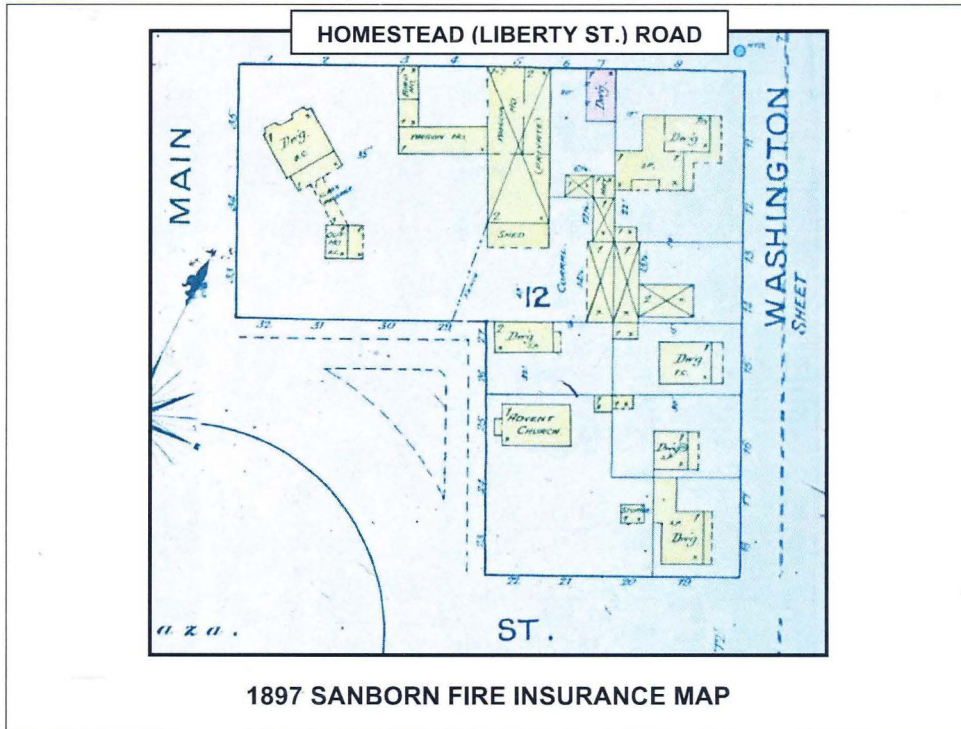


HISTORIC MAPS continued



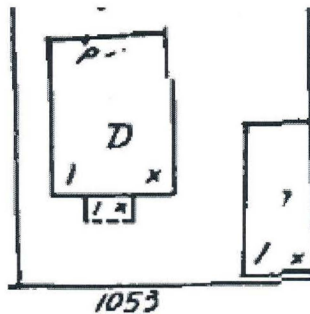
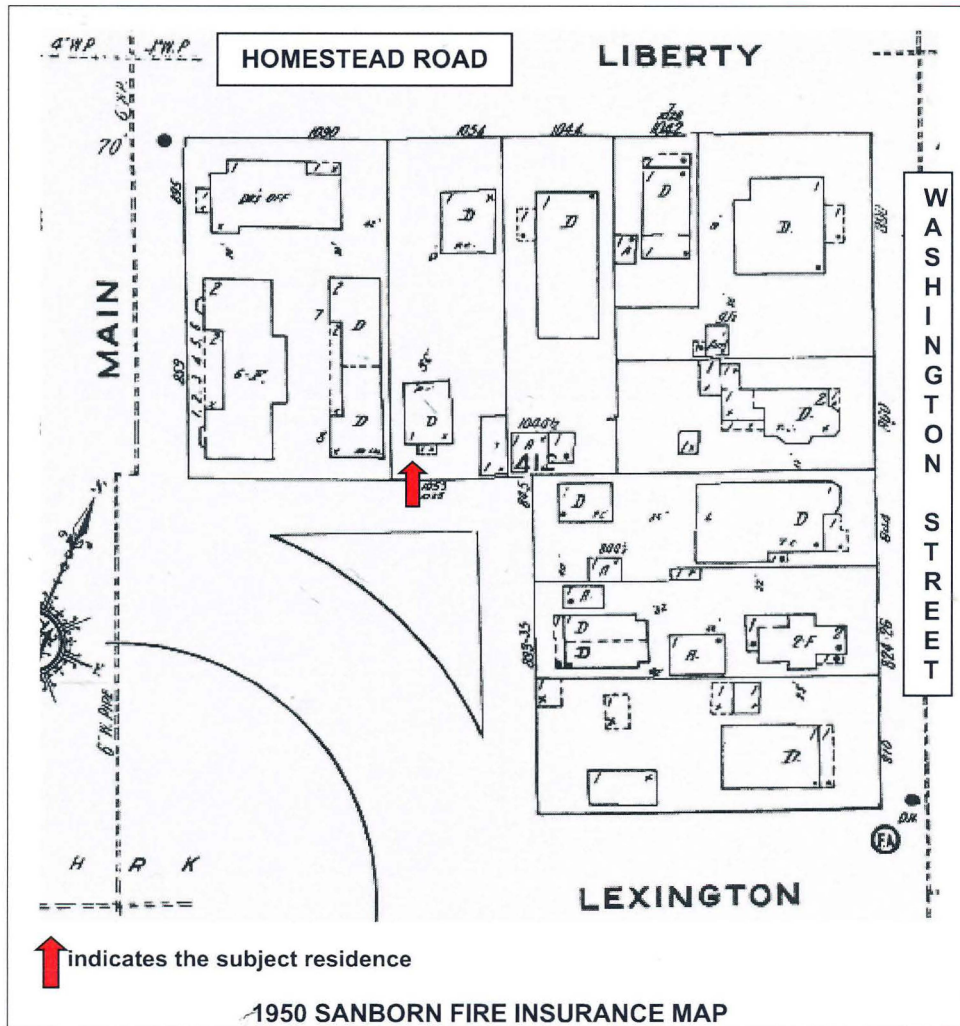
● indicates where 1053 Lexington Street would later be constructed.

**SANBORN FIRE INSURANCE MAPS**





SANBORN FIRE INSURANCE MAPS continued



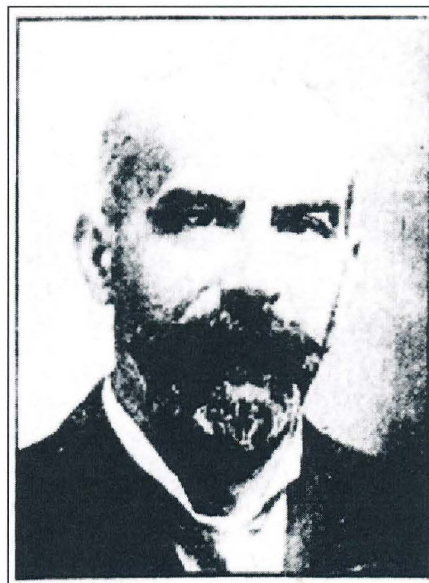
Above: The subject home & detached garage as shown in 1950. Built circa 1935, this is the first time they appear on a Sanborn Fire Insurance map. Notice, 1053 Lexington Street is on the same lot as 1054 Liberty Street.

**HISTORIC Newspaper Articles**  
(Louis M. Fatjo and Emily [Amelie] Fatjo)

### PIGEON COLLECTION

Louis M. Fatjo of Santa Clara has a very fine collection of pigeons.

He now has over 600 thoroughbred pigeons of various kinds, which he prizes very highly. One of the pair which he recently purchased in the East measure thirty-eight inches across the wings. He recently purchased a pair which is said to be the largest in the United States as they took first prize at the World's Fair. They measure forty inches, and they will arrive here in a week or so. Mr. Fatjo continues to make costly improvements, as he is a great fancier of valuable birds.



L. M. Fatjo.  
Secretary of the Santa Clara Commercial League  
Dec. 31, 1911. *Sunday Mercury and Herald*. San Jose, California.  
Vol. LXXXI. Issue 184. Page 44

July 6, 1900. *The Evening News*. San Jose, California.  
Vol. XXXVIII. Issue 13. Page 2.

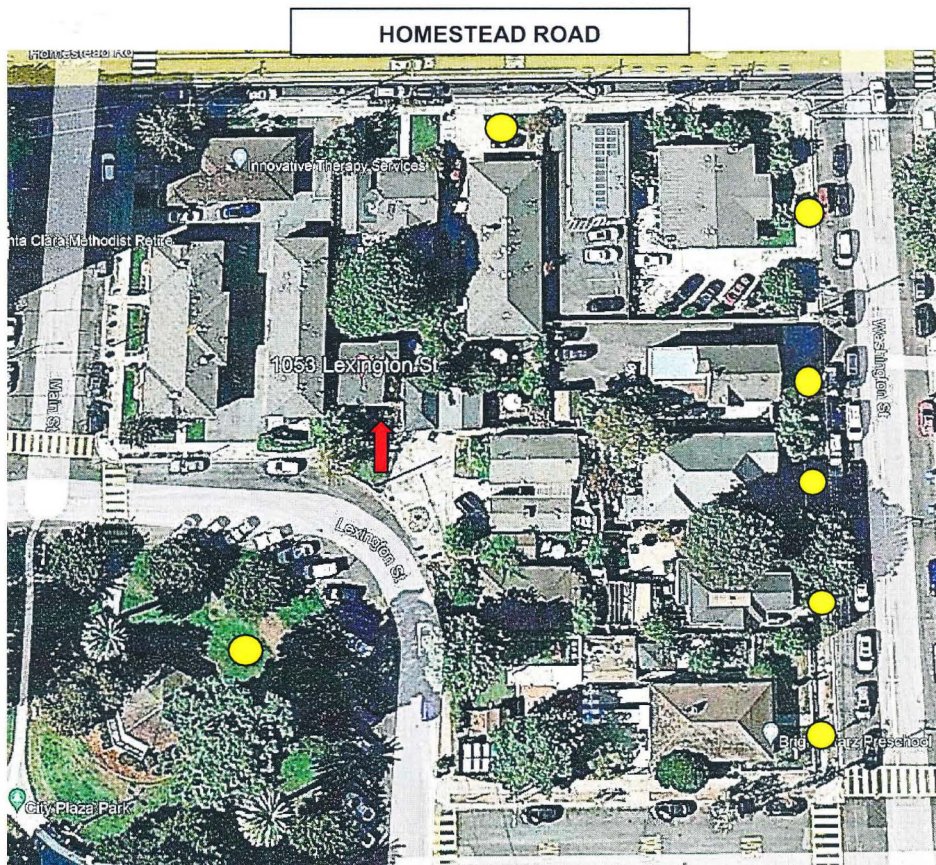
MR. AND MRS. L. M. FATJO announce the marriage of their daughter, Miss Amelie Fatjo, to Mr. John Dowling on Tuesday, June 6, in St. Bridget's church, Van Ness avenue and Broderick street, San Francisco. The Rev. Father Carroll of Oakland officiated.

The ceremony was performed at 10 o'clock in the morning, with only the immediate members of the family present. Miss Florence Edwards was bridesmaid and James Dowling best man. After a honeymoon trip in the northern part of the state Mr. and Mrs. Dowling will make San Francisco their home.

The bride is the youngest daughter of Mr. and Mrs. L. M. Fatjo of Santa Clara and is well and popularly known here. She is a trained nurse by profession and graduated with honors from St. Francis hospital in San Francisco. The bridegroom is a rising young business man of the metropolis.

June 11, 1916. *San Jose Mercury Herald*.  
San Jose, California. *Matrimony Notices*.  
Vol. XC. Issue 163. Page 26.

**Additional Photos**



● Indicates City of Santa Clara Historically Significant Properties. (Note: 1054 Homestead appears eligible.)

↑ Indicates 1053 Lexington Street

Right: 2021 Google aerial view showing the subject property. Note the side-gabled roof and the small wing projecting from the rear of the east side-elevation. The structure shown in the bottom right is the detached, hip-roofed garage.



**Additional Photos – (East Side-Elevation)**



Photo No: 100-3055; View: Front facade & Partial E side-elevation showing wing;  
Photo Date: August 2022; Camera Facing: NW

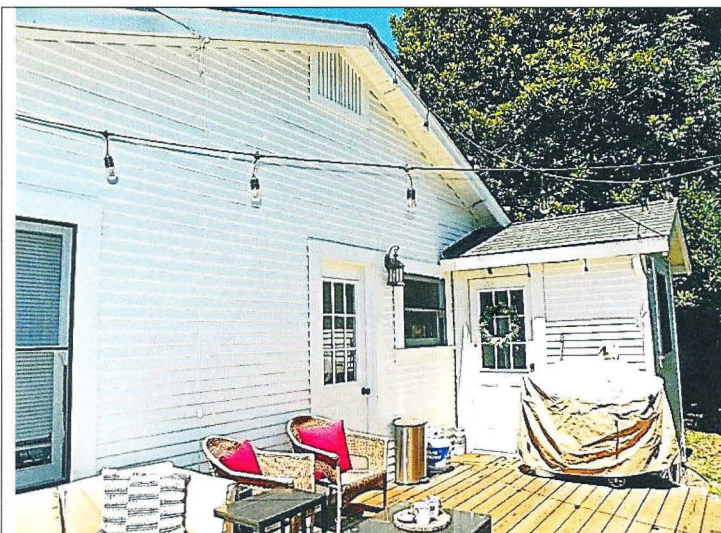


Photo No: 100\_3061  
View: Partial E side-elevation of house & front elevation of wing; Photo  
Date: August 2022; Camera Facing: NW

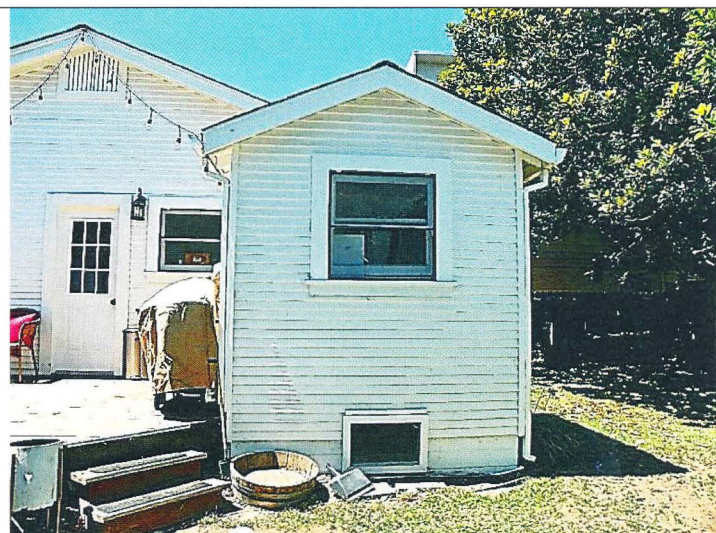


Photo No: 100\_3069  
View: Partial E side-elevation of main house, E side-elevation of wing;  
Photo Date: August 2022; Camera Facing: WSW

**Additional Photos – (Rear Facade)**



Photo No: 100\_3079  
View: Rear façade. (Note, the small narrow rear projection, houses the water heater.)  
Photo Date: August 2022; Camera Facing: SSE



Photo No: 100\_3074  
View: Rear façade & E side-elevation of wing and deck with steps;  
Photo Date: August 2022; Camera Facing: S



Photo No: 100\_3080  
View: Rear façade & partial W side-elevation.  
Photo Date: August 2022; Camera Facing: SE

**Additional Photos – (West Side-Elevation)**

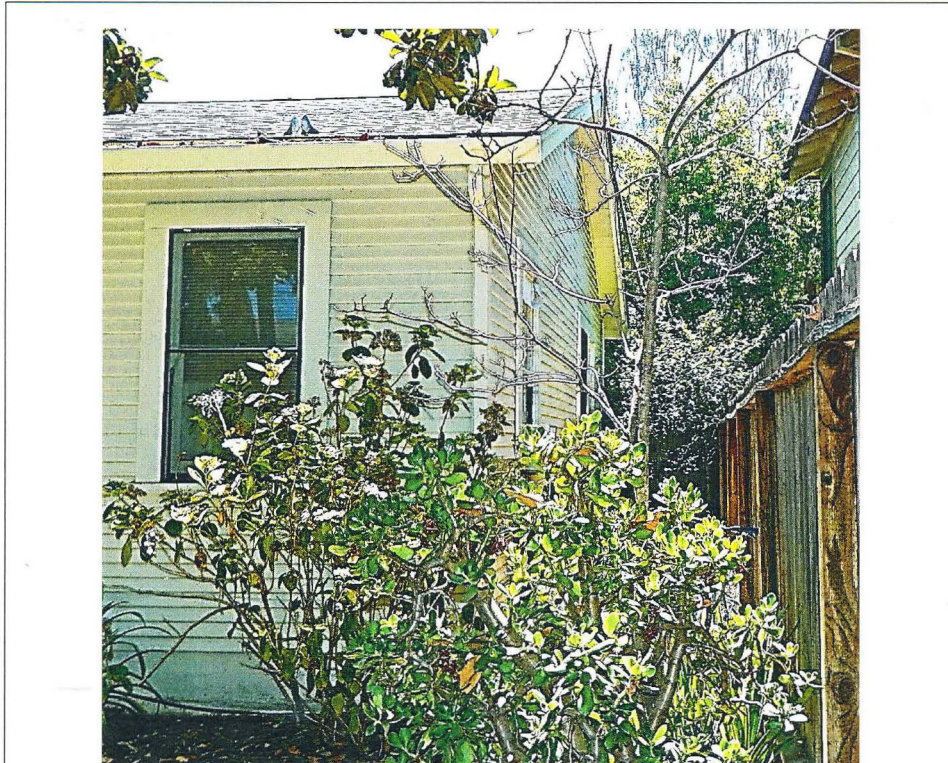


Photo No: 100-3083; View: Partial Rear Façade & W side-elevation;  
Photo Date: August 2022; Camera Facing: ESE

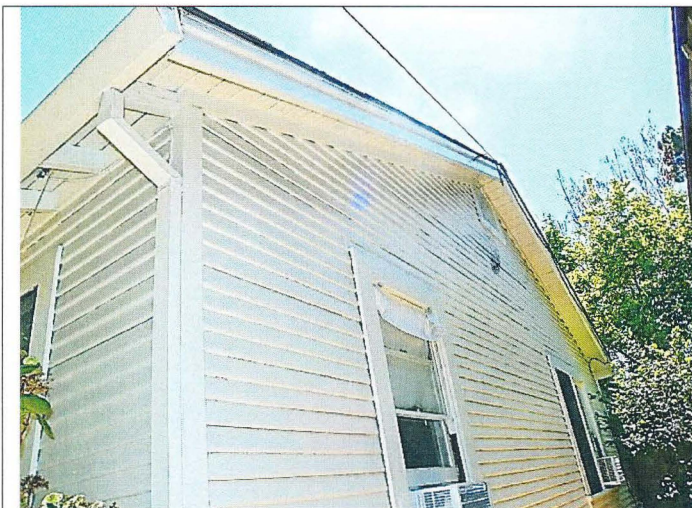


Photo No: 100-3082; View: Partial W side-elevation (top ½);  
Photo Date: August 2022; Camera Facing: E

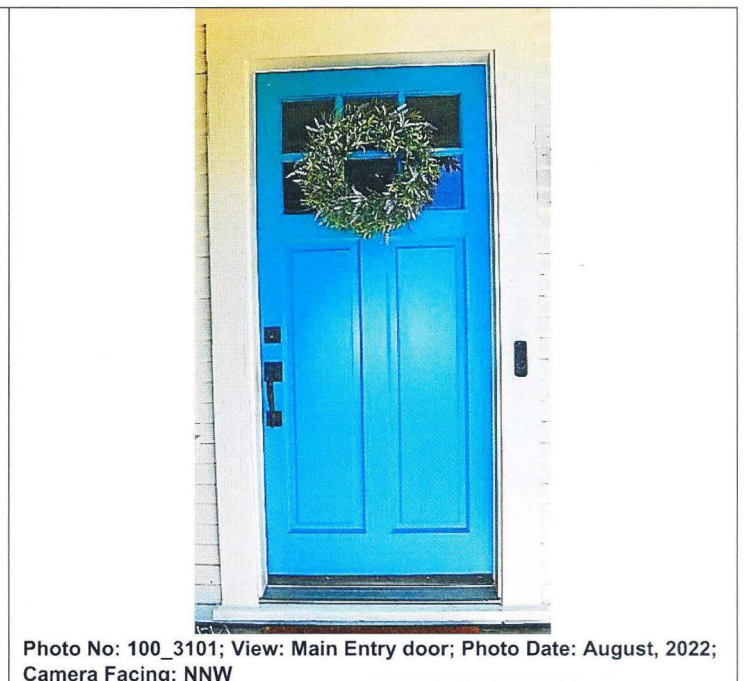
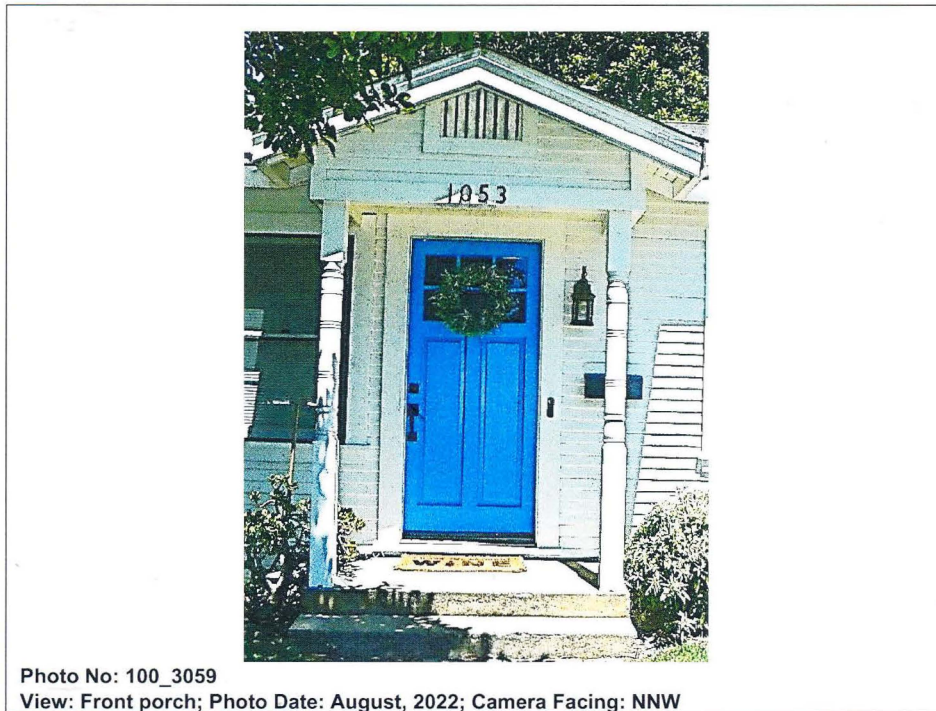


Photo No: 100-3083; View: Partial W side-elevation (bottom ½);  
Photo Date: August 2022; Camera Facing: E

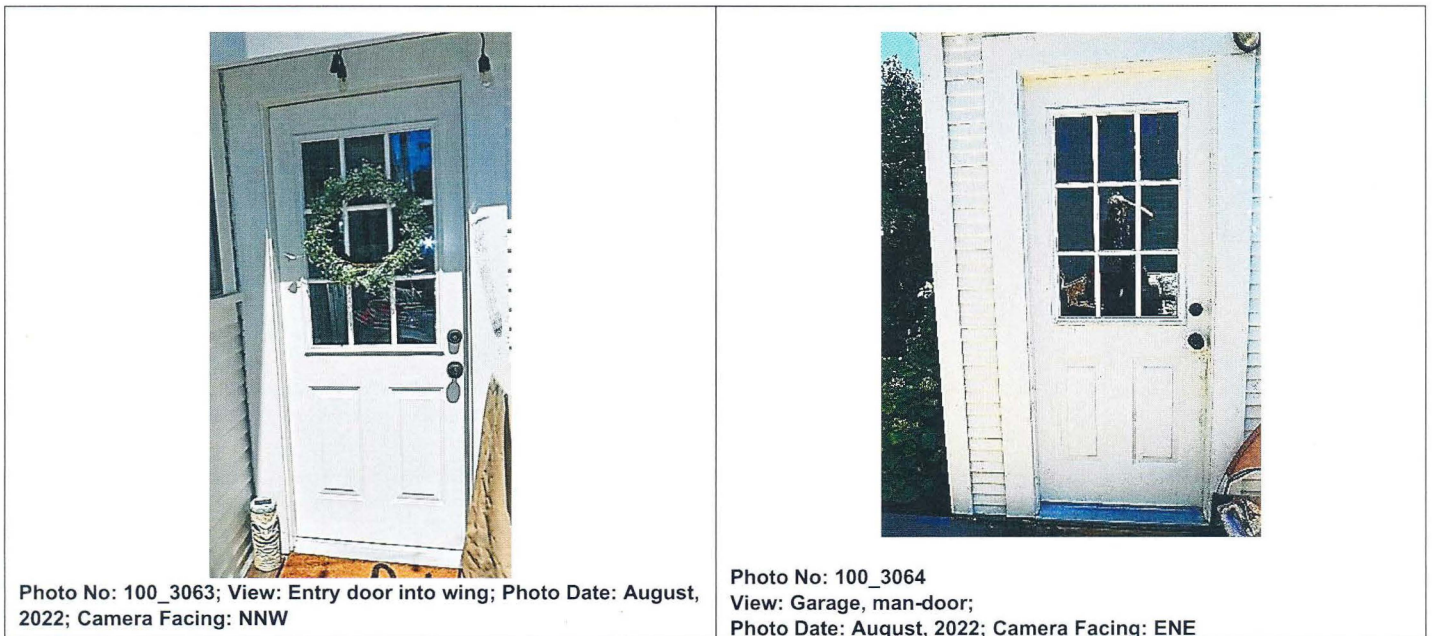
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\*Recorded by: Lorie Garcia

\*Resource Name or # (Assigned by recorder) 1053 Lexington Street, Santa Clara  
\*Date 12/31/2022  Continuation  Update

**Additional Photos – (Front Porch & Main Entry)**



**Additional Photos – (Secondary “Stanley” Entry doors)**



**Additional Photos – (Windows & Vents)**



Photo No: 100\_3088  
View: Pair of Double-hung windows; Photo Date: August, 2022;  
Camera Facing: E



Photo No: 100\_3089  
View: Typical I-over-1 double hung window; August, 2022;  
Camera Facing: SSE

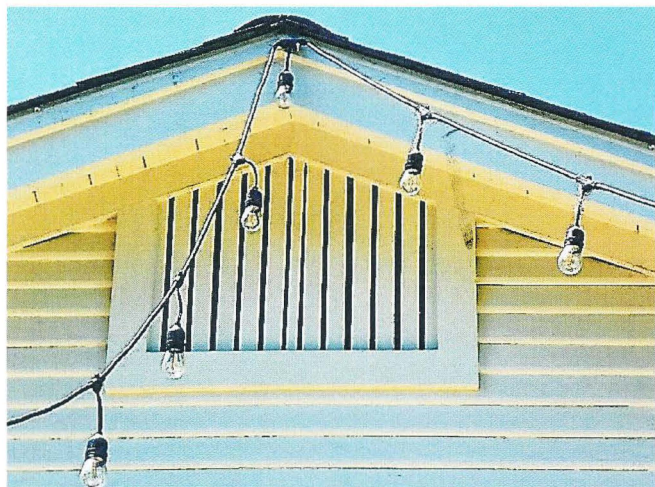


Photo No: 100\_3093; View: Wooden horizontal Attic Vent;  
Photo Date: August, 2022; Camera Facing: WSW



Photo No: 100\_3092  
View: Wood-framed crawl space vent with metal screen;  
Photo Date: August, 2022; Camera Facing: WSW

**Additional Photos – (Detached Garage)**



Right: Photo No: 100\_3055; View: Garage front façade; Photo Date: August, 2022; Camera Facing: NNW

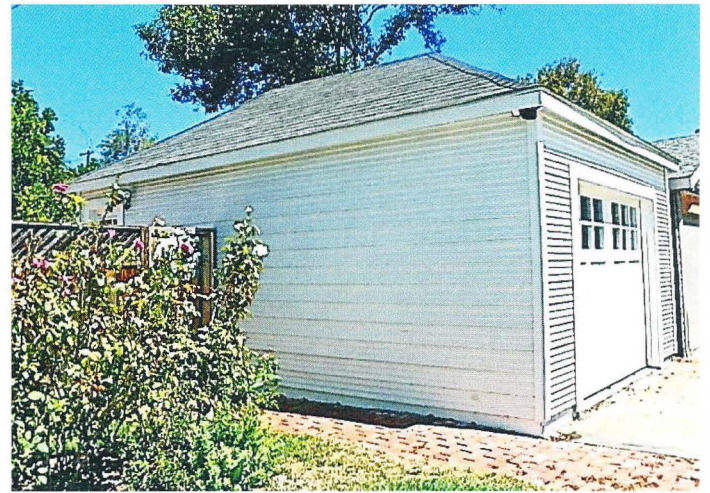


Photo No: 100\_3059  
View: Garage W side-elevation: August, 2022; Camera Facing: NE

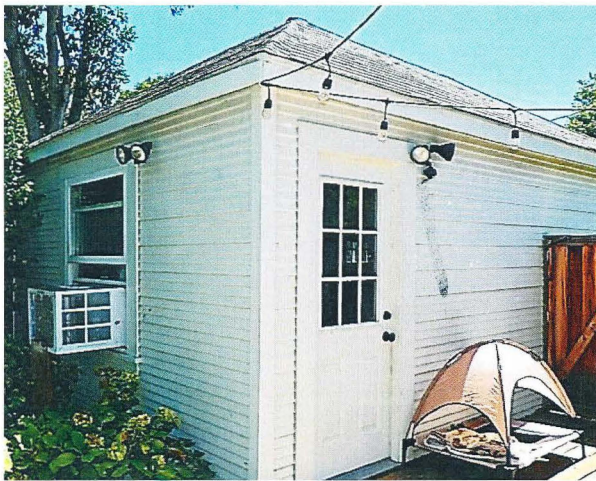


Photo No: 100\_3067  
View: Detached garage, partial W side-elevation and rear façade; Photo Date: August, 2022; Camera Facing: ESE



Photo No: 100\_3071  
View: Rear façade detached garage; Photo Date: August, 2022; Camera Facing: SSE

### Secretary of Interior's Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

## 10 Year Plan

As she already remains true to much of her original creation, my plan for the next 10 years for 1053 Lexington is rather simplistic. I anticipate that over the course of the next 10 years, I will perform the following repairs and maintenance ahead of or as the need arises:

Year 1	Inspect and repair all windows for proper functioning and sealing Repair the weight and pulley system on one of the bedroom windows
Year 2	Inspect and repair/replace any damaged interior trim work
Year 3	Inspect and repair/replace any damaged living room, dining room, or bedroom flooring
Year 4	Obtain a professional inspection of the foundation
Year 5	Inspect and repair/replace any dry rot
Year 6	Inspect for termites and spot treat or tent as necessary
Year 7	Repair/replace any damaged kitchen flooring, faucets, plumbing, counters and cabinetry
Year 8	Repair damage to bathtub finish and repair/replace and damaged bathroom tiling, flooring, faucets, plumbing, counters and cabinetry
Year 9	Inspect and replace any damaged gutters Inspect and replace roof as necessary
Year 10	Repaint the exterior of house

Any repairs to the exterior will be done with like materials and in a comparable style that maintains its character-defining features.

I respectfully submit for your consideration my application for Mills Act Historic Property Contract.

Sincerely,

Lily Chen  
lilylchen@yahoo.com