

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

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

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

Form per Gov't Code Section 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this ___ day of _____, 2018, ("Effective Date"), by and between Shun Ye, owner of certain real property located at 1226 Jackson Street ("OWNER") and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. **Recitals.**

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

(2) OWNERS possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2012 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-15-070, and generally located at the street address 1226 Jackson 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 July 9, 2018. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

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

B. **Agreement.**

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

(1) **Effective Date and Term of Agreement.** The term of this Agreement shall commence on the effective date of this Agreement and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such term will automatically be extended as provided in paragraph 2, below.

(2) **Renewal.**

(a) Each year on the anniversary of the effective date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNERS or CITY desires in any year not to renew the Agreement, OWNERS or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNERS to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNERS at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNERS may make a written protest of a nonrenewal notice issued by CITY. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNERS of nonrenewal. If either CITY or OWNERS serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, from either original execution date or the last renewal date of the Agreement, whichever is applicable.

(3) **Standards for Historical Property.** During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNERS shall preserve and maintain the characteristics of historical significance of the Historic Property. "The Secretary of the Interior's Standards for Rehabilitation," marked as "Exhibit C" to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNERS shall, when necessary or as determined by the Director of Community Development, 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 1226 Jackson Street), and OWNERS.

(9) Notice.

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

CITY: City of Santa Clara
Attn: City Clerk
1500 Warburton Avenue
Santa Clara, CA 95050

OWNERS: Shun Ye
1226 Jackson 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 Community Development Department may collect such Mills Act Historic Property Contract application fee of \$5,776.00 (Five thousand seven hundred and seventy six dollars), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) Ordinary Maintenance. Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Community Development 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 Community Development to enforce this section.

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

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

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

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

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

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

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

APPROVED AS TO FORM:

Brian Doyle
City Attorney

Deanna J. Santana
City Manager

ATTEST:

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

Jennifer Yamaguma
Acting City Clerk

“CITY”

Shun Ye
Owner of 1226 Jackson Street

By: _____
Shun Ye
1226 Jackson Street
Santa Clara, CA 95050

“OWNER”

Exhibits:

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

I:\PLANNING\2018\Project Files Active\PLN2018-13399 1226 Jackson St\Mills Act Contract_1226 Jackson.doc

EXHIBIT "A"
LEGAL DESCRIPTION

Order No.: 191895
Escrow No.: 191895

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

Portion of Block 3, North Range 3 West, as shown upon that certain Map entitled "Map of the Town and Sub-Lots of Santa Clara, Santa Clara County, California, surveyed by J. J. Bowen, County Surveyor, July 1866" which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California in Volume "B" of Maps, at Page 103, and more particularly described as follows:

Commencing at a point on the Southwesterly line of Jackson Street distant thereon Northwesterly 55 feet from the point of intersection of the Northwesterly line of Fremont Street with the Southwesterly line of Jackson Street; thence Northwesterly and along said Southwesterly line of Jackson Street, 50 feet; thence at right angles Southwesterly 120 feet; thence at right angles Southeasterly 50 feet; thence at right angles Northeasterly 120 feet to the point of commencement.

APN: 269-15-070

(End of Legal Description)

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

Primary # _____

HRI # _____

Trinomial _____

NRHP Status Code _____

Other
Review Code _____

Reviewer _____

Date _____

Listings _____

Page 1 of 15 *Resource Name or #: (Assigned by recorder) Ernest Gardner Wright House

P1. Other Identifier: None

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

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

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

c. Address 1226 Jackson Street City Santa Clara Zip 95050

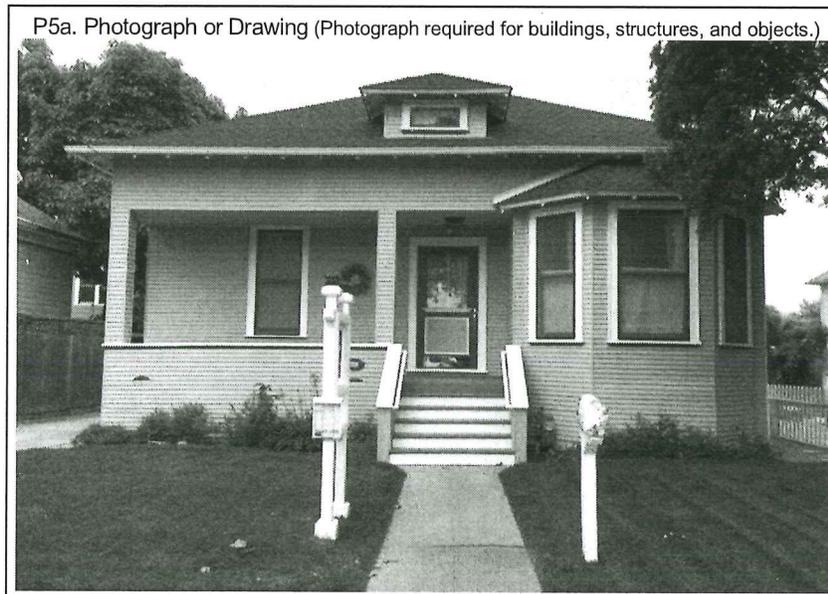
d. UTM: (Give more than one for large and/or linear resources) Zone 18, 18 mE/ 18 mN

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

Assessor's Parcel Number 269-15-070; near southeast corner Jackson and Fremont Streets

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)
 Style: Located near Fremont Street on Jackson, a pleasant, tree-lined street in a typical urban setting of early houses in the Old Quad, 1226 Street shares many stylistic features with other small worker homes built at the turn of the last century throughout this neighborhood. At the time this house was built, the large lots in this section of town were being quickly subdivided to allow for the construction of more houses as Santa Clara's population was exploding with a rapid influx of people from all over the world coming to work in the fields, orchards, canneries, and factories in the area. This is evident in a comparison of the Sanborn Maps included here. Pacific Manufacturing Company was churning out wood building parts for buildings all over the area. And unlike the previous few decades, houses were now being built without benefit of pattern books or designers. Suddenly anyone (Continued on page 3, 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.)

P5b. Description of Photo: (view, date, accession #)
Front façade (view toward west),
6/19/2018, no accession #

*P6. Date Constructed/Age and Source:
 Historic Prehistoric Both
circa 1904; Sanborn maps, county recorded
deeds, city directories

*P7. Owner and Address:
Shun Ye and Yilin Yu
1226 Lewis Street Jackson Street
Santa Clara, CA 95050

*P8. Recorded by: (Name, affiliation, and address)
Bonnie Montgomery and Craig Mineweaser, AIA
Bay and Valley / Mineweaser & Associates
421 N 5th Street, San Jose, CA 95112

*P9. Date Recorded:
July 6, 2018

*P10. Survey Type: (Describe)
intensive

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") Historic Resources Inventory Form, 1226 Jackson Street, Santa Clara, CA, July, 1988, Bonnie Bamberg, evaluator

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

Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record
 Artifact Record Photograph Record Other (List): _____

CONTINUATION SHEET

Property Name: Ernest Gardner Wright House
Page 3 of 15

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

could visit the local lumber mill and pick out doors, windows, porch columns, siding, etc. in any style and just mix-and-match parts. Thus a large number of the houses built at this time in Santa Clara as well as other south bay towns are what is called Vernacular style. These small homes often share the same shape and massing, but the detailing – the features and parts that are of a particular style such as Craftsman, Victorian, Neo-classical, etc., can vary widely and one house can exhibit a combination of styles. In Santa Clara the transitional period of styles lasted during the local building boom from approximately 1890 to the Great Depression. Although this house shares some common traits of the Craftsman style, such as the siding, the window trim, and dormer, it is a Vernacular Transitional Style house with Craftsman detailing.

Lot: The Assessor's Parcel Map shows this lot is a 50' by 120' deep rectangle of 6,000 square feet. The lot granted to Ernest Gardner Wright was only "about 34 feet wide," but Wright seemed to have built a larger than average house that overflowed the northern lot line into his mother's parcel at 1236 Jackson. Property boundaries were likely adjusted after her death. The unusual dimensions of the lots at 1210, 1226, and 1236 Jackson stem from the block belonging to the same family from 1846 to shortly after the turn of the twentieth century. On the 1901 Sanborn and previous maps, only the Jackson Street side of the block was developed. The Monroe Street side was unimproved and used to train William L. Appleby's thoroughbred horses. The extant alley entered from Fremont Street was not planned as part of a subdivision scheme, as can be seen in other blocks in Santa Clara. Instead, it was a pragmatic solution to retain access to outbuildings behind 1226 and 1236 Jackson Street after the Monroe Street side of the block was sold as house lots. These outbuildings stood until about 1955, although they appeared on the 1962 and 1966 Sanborn maps. All the buildings on this street share a common small (15 – 20 feet) setback from the sidewalk resulting in very tiny front yards. The side yards of 1226 are very narrow due to the driveway on one side and the window bay on the other. Beginning in the 1960s the regular pattern of small homes on this and adjacent blocks was broken by larger lots containing new, modern apartment buildings.

Plan/Roof: 1226 Jackson is a raised-floor, single story house with a slightly rectangular plan, typical of many small vernacular houses of the Period of Significance in Santa Clara. However, at the time of its construction this house was slightly bigger than the other very small cottages on the block, but the overall massing and floor plan shape was similar to many of its neighbors. (*See Sanborn Maps to compare shapes.*) In 2000 a major remodel occurred which included adding a full basement and replacing the rear porch with a good sized addition, increasing the square footage of the home to almost 2,100 sf. There are two window bays, one on the right side, one in the front, and a simple inset porch at the front, with a now removed small porch at the rear. It is a simple house plan, with no hallways or other modern aspects. It shares these plan features with many other houses of widely differing styles in the block and neighborhood.

The original section of the house has a four-sided, hipped roof sheathed with composition shingles. The roof of the new rear addition matches that of the main house in shape and detailing. On the entire house, the eaves are open with no fascia boards and a modern ogee shape gutter and period-appropriate round downspouts occur on the ends of the open rafters. Recently a non-descript, lean-to style roof was added over the new basement stairs at the back, and fortunately it is largely hidden from the street view. The most prominent character-defining feature of the roof is a small dormer with a single-lite window centered in the front. Throughout this section of town many Craftsman and other style homes of this period had these dormers and others occur on this block.

Siding: The siding is 3-board, horizontal, ship-lap wood with an exposure of 3 to 4 inches. It is continuous from the ground to the roof line, with no interruptions of decorative trim boards such as a frieze board or a water-table trim. Unlike most Craftsman or other prominent style houses, there are no large corner boards on the siding, just
(Continued on page 4, Form 523L)

CONTINUATION SHEET

Property Name: Ernest Gardner Wright House
Page 4 of 15

(Continued from page 3, Form 523L.)

a small, vertical, roll or return-bead molding that is commonly used for decades on various styles of houses in town. The result is a rather plain-looking house when compared to others of its size and time sprinkled throughout this neighborhood. The only change in siding is at the rear addition. On the north side of this addition the original wood siding was salvaged and pieced in to cover the entire wall all the way to the back corner. Possibly some siding was saved from the removal of the porch and used here. The rear and the left walls of the addition, however, are completely covered in stucco. This occurs so far back in the lot that this material is not very visible from the street. Indoor plumbing was a new idea at the time this house was built, and often had to be added to houses after they were built, which meant that as is the case here, plumbing pipes run vertically outside on the south side.

Porches: The entire main floor is raised off the ground by six steps. These steps lead to an inset front porch extending more than half way across the front of the house. The house siding wraps around the perimeter of the porch to form a low wall or railing about 30" high. It is topped by a wide, flat, single board with an ogee molding below. Atop the front rail of this porch are two straight-sided, square columns covered with the same pattern wood siding as the rest of the house, but they are unusually small and thin. True Craftsman columns were usually much larger, and of a more decorative, prominent shape meant to accentuate the horizontal lines of the house. These make no contribution to such an impression and are quite plain. Nevertheless, these siding-covered columns are a defining feature of this house. This front porch is part of the original construction, although the elevated wood floor has probably been replaced. There are two small 'scuppers' at the floor level, the purpose of which is to direct rainwater that blows in on the porch through the solid siding and back out to the ground. The front steps are enclosed or 'boxed' with siding, a not unusual approach for houses of various styles of this time. However, they were likely rebuilt not long ago as a wide sloped top supporting a new handrail now appears on both sides. While it is nicely done, a more common design for steps in this style was to have the sidewalls shaped or stepped into at least two levels, with the topmost usually extending no higher than the floor of the porch. Each step of the side rail would usually be capped with a broad horizontal wood board similar to what is here. Handrails were usually not used on this style staircase. The Sanborn maps show a small rear porch that was subsumed or replaced by the rear addition - apparently during the major remodel work done in 2000. The rear porch was set back from the north sidewall (Harrison Street side) of the house by a couple feet. The south side is set quite far back from the corner of the house and an exterior staircase to the basement, with a small roof over it, was also added during the major remodel.

Windows and Doors: The most prominent window feature is the projecting, asymmetrical, slant-sided bay on the right side of the front façade. There is a matching bay on the right (north) side of the house. The siding continues uninterrupted all the way to the ground. The windows here are the same 1-over-1, double-hung, wood windows used practically everywhere on the house. Bay windows on Queen Anne and other style houses often had openings of the same proportion as here, but usually the sash was more decorative, or the sizes of upper and lower varied, or perhaps stained glass was used in part. There was often more intricate trim around it - something to set the windows off as special such as the involved brackets and other trim around the front bay on the Queen Anne next door at 1210. The only enhancement of 1226 is the classically profiled backband and apron surrounding each window, a trim that was common on many styles of homes for decades. All other windows around the house are either a matching 1-over-1 double-hung style or are a simple rectangular shape with a single lite. There is a grouping of three original double-hung windows on the Harrison street side of the rear porch, jammed tight to the back wall of the house. It is thought that during this major remodel, the owner received permission from staff to insert a single pane of glass in two of these window openings, while the third continues with a double-hung sash that matches the rest of the house. Since these are located on what was the back porch, some of these windows

(Continued on page 5, Form 523L)

CONTINUATION SHEET

Property Name: Ernest Gardner Wright House

Page 5 of 15

(Continued from page 4, Form 523L.)

may simply have had screened openings rather than operable sash. Decorative trim was omitted on the other windows of the rear addition. There are no windows into the basement story at the front, but many small, almost square versions of the upper floor windows with a single lite and matching trim, occur at the sides and rear of the house. Some of these were likely added during the construction of the basement. There is a stained glass window on the south (driveway) side of the house, but it appears to be a modern insert inside the existing opening. The front door looks like similar ones available from Pacific Manufacturing and used all over town at this time on houses of various styles. The upper glass covers about two-thirds of the height and the lower panel one third. Between the two is a horizontal, decorative shelf with multiple classical molding profiles on the underside. The lower inset panel is a plain, undecorated, flat panel.

Interiors: There is a small built-in hutch and a classical-style fireplace mantel in the dining room where the side bay window is located. The hutch is of a common variety, pre-built and inserted into the wall in many local houses of various styles. The fireplace mantel surrounds marble panels which were added in a recent remodel, so the age of the entire fireplace decoration is unknown. Wood trim around windows, doors, the built-in hutch, etc. is all of the Victorian style with patera corner blocks, tall plinth blocks, etc. This is not Craftsman style, but rather was common to all styles of the Victorian era. Some of the newer windows have this Victorian classical trim, but without a projecting window sill. The tall wood baseboards and picture rails on the walls of the living and dining rooms are of a style common to Victorian houses, not Craftsman. Wood floors are exposed in the public rooms but it is not known if they are original. So while the age of much of the interior trim is suspect, having Victorian trim of the interior combined with the Craftsman exterior trim supports the concept of this house is of a transitional style. The bedroom floors are carpeted. Age indications of the kitchen and baths have disappeared due to recent, complete remodeling.

Garage, Outbuildings, and Site: Initially there was an outbuilding along the rear property line that had party walls shared with the outbuildings on the rear property line of 1251 Fremont and 1236 Jackson. Parts of these buildings existed at least since 1887. When the property lines were finally established for 1226, etc. they go right through these sheds. And later various additions were made to them. (*Compare the 1915 and later Sanborn maps.*) A building permit search indicates that a single stall garage was added in 1955, and the style of siding and other indicators lend credence to this mid-fifties date, yet the 1962 and 1966 Sanborn maps show the outbuildings still in place and do not show a new garage. It may be that the surveyor on the ground in the 1960s neglected to notice the old buildings' demolition and replacement with a small garage. In any event a garage was built many years ago near the south rear corner. The siding is horizontal, V-groove wood in common use for decades in this area. The plain wood door swings up, and the roof overhang is minimal although it is generally similar to the house. There is a single door on the right side that is relatively new, but the entire building is of a style and materials indicative of a small building dating from the 1950s. The original outbuilding that appears in the Sanborn maps on the rear property line has been removed. Fencing consists mainly of modern, six-foot high, redwood or cedar panels placed along the property line. There is a metal trimmed decorative gate on the concrete driveway side and behind the gate the concrete surface of the drive widens to extend all the way to the rear addition. A second, simpler, wood gate at the back corner of the house leads to the back yard area. An in-ground pool was demolished in 1995, and today the backyard consists of a small, at-grade deck, a small concrete patio next to the garage, and a decorative area of paving stone, while the remaining area consists mostly grass with a small amount of landscaping. The front yard is as small as the rest of the houses on this block and it contains only an area of grass bisected by an old concrete walk leading straight to the front steps and there is only a minimal amount of planting around the foundation. There is three-foot high, white picket fence along the right property line extending from the street to the back corner of the house. The side yards are covered with gravel and stepping stones. All of the landscaping features are quite new and hold few clues about the history of the house.

CONTINUATION SHEET

Property Name: Ernest Gardner Wright House

Page 6 of 15

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

William Haun, Matilda's brother, was the first member of the family to arrive in Santa Clara. He came in 1846 with his father-in-law John Whisman. William was appointed jailer or alcade a short time after his arrival. He inherited as his jail an adobe building that was said to have been built in the 1820s by the Mission Indians. The jail stood parallel to what is now Harrison Street and can be seen on the 1891, 1901, and 1915 Sanborn maps of Santa Clara.²

The Haun family had settled Warren County, Missouri, early in the nineteenth century and intermarried with the neighboring Moody family. William and Matilda Haun were the children of Peter Haun and Jane Moody. Matilda married Andrew Jackson Moody, her first cousin, in Missouri on February 14, 1849. Matilda's obituary stated, "In company with her two brothers and two sisters she crossed the plains with an ox team, arriving in Santa Clara on October 2, 1850." The following year, Matilda's father, Peter Haun, made the overland journey with his nephew, Daniel Lewis Moody.³

Matilda's infant son, Andrew Jackson Moody, Jr., born in Missouri in 1850, accompanied her. It is unclear whether Matilda's husband made the trip, but neither his death in Missouri nor his presence in California is recorded. The Haun family was enumerated in the 1852 State Census in the newly incorporated Town of Santa Clara: Matilda (Haun) Moody, age 20; Andrew Jackson Moody, age 2; father Peter Haun, age 58; mother Jane (Moody) Haun, age 42; brothers James W. Haun, age 18, and Francis Haun, age 8; brother William Haun, age 32, and his wife Lavinia (Whisman) Haun.⁴

Matilda married Lewis Gardner on April 23, 1854. The following year, William Haun sold to Lewis Gardner the tract of land that would become Block 3 North, Range 3 West in the 1866 Survey. Gardner erected the house that still stands at 1236 Jackson Street, and there Matilda and Lewis had three children: Laura M. (born 1855), Louisa Isabel (born 1857), and Louis A. (born 1858). Andrew Jackson Moody was reared with his half sisters and brothers.⁵

Lewis Gardner, an immigrant from Prussia, prospered in Santa Clara as a merchant and was elected as Trustee for the Town of Santa Clara (equivalent to today's City Council) in 1857 and 1858. In the 1870 census, the 60-year-old Lewis was retired with personal property worth \$10,000. Around this time, Lewis built a much larger house on the corner of Jackson and Harrison Streets, 1274 Jackson Street, which stood in front of the old adobe jail. The Gardner family was sadly diminished in 1872 when daughter Louisa died on January 5th and her father followed on October 16th. When the Plat of Santa Clara was drawn in the period between 1873 and 1875, the widowed "Mrs. Gardner" owned the block.⁶

On June 11, 1876, Matilda's surviving daughter, Laura M. Gardner, married Mark Wilson Wright in Santa Clara. In the 1870 census, Mark was a 20-year-old painter living in South Bend, Indiana, with his mother, Jane Wright Whitman, and his brother George Wright, age 21, a carriage turner. Laura and Mark had two sons before they separated: Ernest Gardner Wright, born November 23, 1876, and Charles L. Wright, born May 9, 1878. In 1879, Mark, a carriage painter, was registered to vote in Lodi, California. In the 1880 census, Laura Wright and her two young sons were living with her mother Matilda and her two brothers. By 1883, Mark had returned to South Bend, Indiana, and was working for the Studebaker carriage factory. Mark Wright's brief sojourn in California paralleled his employer, John Mohler Studebaker, who arrived with the Gold Rush in 1849 and built wheelbarrows for miners in the back of a blacksmith's shop at 543 Main Street in Placerville, now California Historical Landmark No. 142.⁷

(Continued on page 7, Form 523L.)

CONTINUATION SHEET

Property Name: Ernest Gardner Wright House

Page 7 of 15

(Continued from page 6, Form 523L.)

On November 21, 1883, Laura Gardner Wright married William Lucien Appleby. Their son, William Orrin Appleby, was born on June 23, 1886. W. L. "Billy" Appleby, born in 1854, was a well-known horseman who began his career as a jockey in the 1870s during the heyday of California racing, when tycoons such as George Hearst and Leland Stanford owned large stock farms. By the 1880s he was a horse trainer with a stable of winners, including a chestnut filly foaled in 1885 named "Laura Gardner," for his wife. His obituary reports that "between 1880 and 1896, he raced his stable on every important track in the United States." The 1891 and 1901 Sanborn maps shows a structure labeled "Corral" behind the family home at 1236 Jackson Street.⁸

The Santa Clara property assessment map drawn by C. E. Moore in 1893 shows that Matilda Gardner owned the northeast corner of the block, containing her house and the old adobe jail. The map erroneously shows William L. Appleby owning the remaining three quarters of the block. On July 31, 1889, Matilda Gardner granted to Louis A. Gardner the southeast corner of the block, fronting 55 feet on Jackson Street and 120 feet on Fremont Street. The house at 1210 Jackson Street still sits on that parcel. L. A. Gardner first appears at this address in the 1892 Santa Clara city directory, and the house's footprint appears on the 1891 Sanborn map. Another deed recorded on the same day grants W. L. Appleby 32.5 feet frontage on Fremont Street adjacent to L. A. Gardner's parcel. That legal description mentions "the land of Mrs. L. M. Appleby," which suggests that the former Laura Gardner owned 1236 Jackson Street in her own name.⁹

Matilda Gardner died of complications from diabetes on April 12, 1899. Her will named her son Lewis A. Gardner and her daughter Laura M. Appleby as co-executors. On May 5, 1899, Lewis A. Gardner contested the will in probate court, alleging that the will was not the last one the deceased made, that a codicil offered was not valid, and that his mother was "old and feeble in health, of unsound mind, and unduly influenced," and that the will was not properly signed or witnessed. Two weeks later, Laura M. Appleby denied the charges "of undue influence and unsoundness of mind on the part of the decedent." Lewis A. Gardner continued to contest the will in a newspaper report on June 2, 1899.¹⁰

While the Gardner family squabbled, news came from South Bend, Indiana, that Mark Wright, father of Ernest and Charles, had died on June 1, 1899. The report in the *San Jose Daily Herald* spoke well of the young mens' father, that he "was a pioneer resident of this valley and for years was a well-known carriage painter of San Jose and Santa Clara." Newspapers in Indiana the day following Mark's death were more blunt. One article reported that, "in bad health and despondent," he had committed suicide by drinking laudanum. An earlier report that day called Mark "hard to kill," still alive after drinking "three quarters of an ounce of laudanum" and surviving an attempt a few months earlier of cutting his own throat.¹¹

The family resolved their differences by the fall of 1899, and the probate court gave Lewis and Laura permission to sell their mother's real estate. The house at the corner of Jackson and Harrison Streets went up for auction the next spring. A news article reports that "L. A. Gardner, under mistaken impression that by bidding upon the property he would prevent the same from being sacrificed, and without intending to buy the same made one bid therefor of \$1200, and that no higher bid was received. He now asks the Court to refuse to confirm the sale." The house went back up for auction in the summer and sold to Sophie Fetzer for \$1065.¹²

On August 27, 1900, the estate of Matilda Gardner was settled. Her personal wealth and property were divided between her two sons, her daughter, and her three grandsons. Ernest Gardner Wright was granted a parcel of land "about 34 feet wide and 125 feet deep" between his uncle's house at 1210 Jackson and his mother's house at 1236 Jackson. His mother (or her estate) adjusted the lot lines later, likely because Ernest built a rather large house, so that the subject property now sits on a lot 50 feet wide by 120 feet deep.¹³

(Continued on page 8, Form 523L.)

CONTINUATION SHEET

Property Name: Ernest Gardner Wright House

Page 8 of 15

(Continued from page 7, Form 523L.)

Ernest Gardner Wright may have received preferential treatment in his grandmother's will over his younger brother and half-brother because he had recently married. The Federal census enumerator, on June 5, 1900, listed Ernest Wright living on Phelan Avenue with his wife of one year, Nellie F. Wright. They resided in the home of Nellie's widowed mother, Ellen Schiele, with her two young brothers, Carl, age 12, and Martin, age 10. Nellie's father, Carl M. Schiele, an immigrant from Prussia, came to California in the 1870s. He made a good living running hotels and branched out into real estate. Schiele Avenue in San Jose, which runs between The Alameda and Stockton Avenue, was part of a suburban subdivision that C. M. Schiele laid out in the late 1880s. The investment ended in foreclosure in 1895 on mortgaged unsold lots. Carl M. Schiele died on May 21, 1896, and the family appeared to live in diminished circumstances after his death.¹⁴

At the time of his marriage, Ernest G. Wright worked as a bartender, as did his uncle and his brother Charles. Ernest and his wife Nellie had moved into 1226 Jackson Street by the time the 1904–1905 Santa Clara city directory was published. The couple lived in the house until 1908 or 1909. In the 1910 census, Ernest and Nellie Wright lived at 908 Franklin Street. Ernest and his wife Nellie had moved to 1025 Main Street by the time of the November 1916 election. On his draft registration card dated September 12, 1918, Ernest was living at 1025 Main Street and was working as an engineer for the Town of Santa Clara. In the 1920 census, Ernest and Nellie were still living at 1025 Main Street. He was employed as an engineer with the municipal water works. Ernest was living at 1025 Main Street when he registered to vote in the November 1922 election. The couple had moved back to 1226 Jackson when Nellie died on May 14, 1923. She was 42 years old. By the time of the 1930 census, Ernest had married Erminnie Switzer Sholz.¹⁵

None of the descendants of Matilda Gardner had any children. The first half of the twentieth century witnessed the family shrinking into oblivion, and the block settled by unrelated residents. Andrew Jackson Moody died on February 8, 1912; William L. Appleby separated from Laura M. Appleby some time before 1910 and died in Reno, Nevada, in 1918. Matilda Gardner's home and the adobe jail were demolished in April 1922 by new owners. Laura M. Appleby died on December 17, 1930; her brother, Louis A. Gardner died on October 17, 1935. Ernest's brother Charles died on April 30, 1938. William O. Appleby, injured during his military service in France in World War I, moved around 1939 into the Veterans' Home in Napa, where he remained until his death in 1960. When Ernest Wright died on January 25, 1945, his wife was named his only survivor. Erminnie Wright continued to live at 1226 Jackson Street until her daughter and son-in-law, Dolores E. and Earl Allen Wolcott, sold the house on July 11, 1956. Dolores and Earl moved Erminnie to Southern California, where she died on October 17, 1957.¹⁶

Dolores and Earl Wolcott sold 1226 Jackson to Oiva and Margaret Laine in 1956. City directories show the couple living there until about 1963, but a deed transferring the property has not yet been located. The house changed hands in 1972, to Richard A. and Wilma Webber, who in turn sold the house in 1975 to Joseph J. and Jen S. Andre. The house was a rental for the next 20 years. After the death of Mr. and Mrs. Andre, his daughter sold the house to Bruce Vernon in 1994. Bruce Vernon and his wife Tammieh initiated many of the alterations listed in the Construction History on Page 2 at paragraph 6B. The Vernons sold the house to Michael and Anita Lawhon late in 2000, who only recently sold the house to the current owners.¹⁷

Evaluation

The Ernest Gardner Wright House at 1226 Jackson Street represents the third generation of the Haun-Gardner family to reside in this block of Santa Clara. The house at 1236 Jackson represents Ernest's grandparents Matilda Haun Gardner and Lewis Gardner, who built the house in 1855. Later, Ernest's mother owned the house, and it was his childhood home. The house at 1210 Jackson Street represents the second generation: Ernest's uncle L. A. Gardner built this house around 1890.

(Continued on page 9, Form 523L.)

CONTINUATION SHEET

Property Name: Ernest Gardner Wright House

Page 9 of 15

(Continued from page 8, Form 523L.)

Each house embodies succeeding generational styles of architecture: 1236 Jackson and its Pioneer style, 1210 Jackson and its Queen Anne Victorian features, and 1226 Jackson, built around 1904, which is a Vernacular Transitional style with features and detailing of both the Victorian and Craftsman periods. While the members of the Haun-Gardner family are important to the history of Santa Clara, their importance lies in their direct connection to William Haun, the first member of the family to arrive in Santa Clara in 1846. However, this does not appear to reach the level of significant influence required under Criterion B to be considered eligible for the National Register. Neither is the property associated with events that have made a significant contribution to the broad patterns of history or cultural heritage. It would therefore appear that the building at 1226 Jackson Street would not be eligible for the National Register based on Criteria A or B. However, given the potential for a historic district in the Old Quad neighborhood, the residence does appear to be eligible under Criterion C.

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. The house at 1236 Jackson Street was judged eligible for the California Register in 2011 under Criterion 2 (its association with Matilda and Lewis Gardner) and Criterion 3 (an early pioneer dwelling of which few examples remain). However, the subject property at 1226 Jackson Street would not be eligible for the California Register of Historic Resources based on either criterion. Ernest Gardner Wright was not important to local history, except for his ancestral pedigree, and his house is unremarkable for houses constructed during the boom building period at the beginning of the twentieth century.

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

Criterion A: Historical or Cultural Significance

No. 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.

The Ernest Gardner Wright House is associated with the Haun and Gardner families, who made significant contributions to the early settlement and political, social and economic life of Santa Clara and the surrounding area.

No. 5. A building's direct association with broad patterns of local area history, including development and settlement patterns, early or important transportation routes or social, political, or economic trends and activities. Included is the recognition of urban street pattern and infrastructure.

Taken in the context of the trio of houses at 1210, 1226, and 1236 Jackson Street it does meet are directly associated with early settlers of Santa Clara, William and Matilda Haun, who arrived overland from Missouri immediately before and after the Gold Rush. The second generation, represented by Laura M. Gardner and her second husband, William L. Appleby, used the block to build wealth by raising thoroughbred horses. At the turn of the twentieth century, unimproved land in the Old Quad became more valuable as housing stock. This was true both for a third generation of Santa Clara's early settlers and for a population influx from native-born Americans and foreign immigrants choosing to settle in Santa Clara's booming agricultural and manufacturing economy. Ernest Gardner Wright House was one of the first houses built in this block during that building boom and presaged the selling of the family's land to new, unrelated residents.

(Continued on page 10, Form 523L.)

CONTINUATION SHEET

Property Name: Ernest Gardner Wright House
Page 10 of 15

(Continued from page 9, Form 523L.)

Criterion B: Architectural Significance

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

In 1988, Ms. Bamberg characterized the significance of 1226 Jackson as "one of the contributing buildings that creates a row of three early residential styles...." The house does contribute along with its two neighbors to a display of three generations of architecture characteristic in Santa Clara, and that the house relates to the many vernacular residences built nearby during the residential building boom at the turn of the twentieth century.

Constructed around 1904, the residence at 1226 Jackson Street is a vernacular dwelling exhibiting both the transition between Victorian and Craftsman architecture and the influence of the Pacific Manufacturing Company on the architecture of Santa Clara. While the rear of the house has been significantly remodeled, the front façade retains almost all of the original design.

Criterion C: Geographic Significance

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

The subject property is located in an area of Santa Clara's Old Quad, identified as an historically sensitive area, where the many of the early immigrants settled in the mid-nineteenth century. Here they constructed small frame houses, often establishing small vineyards and/or orchards on their plots of land. The early owners were members of this immigration group.

Definition of Integrity

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

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

Evaluation of Integrity

The residence at 1226 Jackson Street has been well maintained and the architectural integrity of the structure has not been diminished. While the rear of the home has been somewhat altered, the home retains its original configuration and location. The visual and character-defining features of the historic building have been preserved and retained. The historical use of the building has not changed, and it remains a single-family home. 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.

Conclusions and Recommendations

The evaluator finds 1226 Jackson Street to be a contributing structure to Santa Clara's Old Quad and to be individually significant as a generational link to an early settler of Santa Clara, William Haun. It retains sufficient integrity to qualify as a historic property. It appears to be, based on compliance with the Local Significance Criteria, (Continued on page 11, Form 523L.)

CONTINUATION SHEET

Property Name: Ernest Gardner Wright House

Page 11 of 15

(Continued from page 10, Form 523L.)

eligible for listing on the City of Santa Clara Architecturally or Historically Significant Properties List. A Mills Act contract with the property owners would assist in preserving the house's character-defining features.

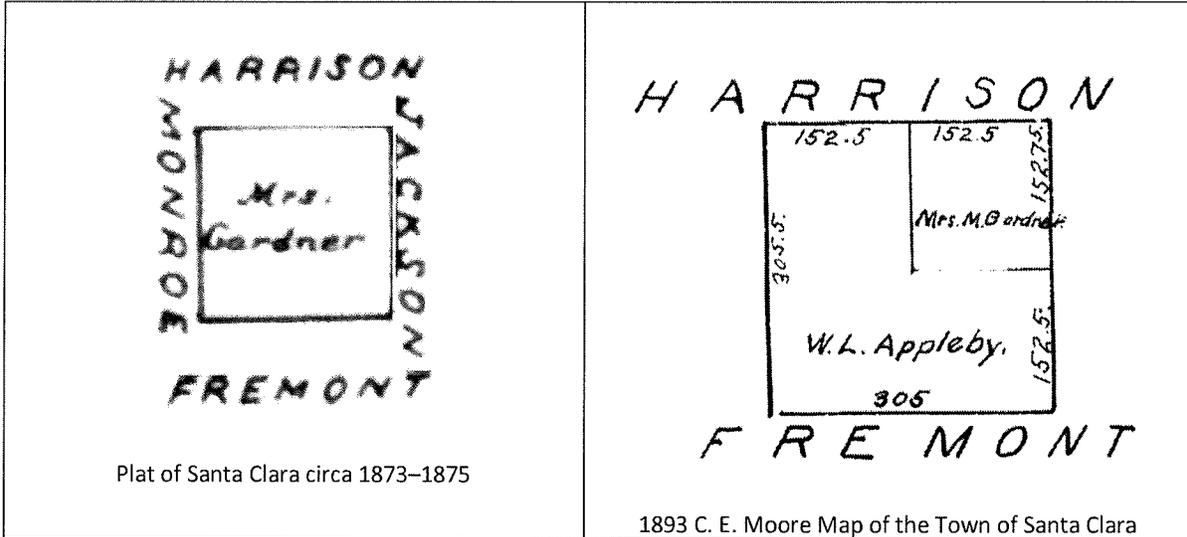
(Continued from page 2, Form 523B, B12. References)

2. Peter Haun, Early Settlers Files, Santa Clara City Library; Garcia et al., *Place of Promise*, 40, 41; "State's Oldest Jail Is Torn Down," *San Jose Mercury Herald*, April 9, 1922; Sanborn Fire Insurance Maps.
3. Peter Haun, Early Settlers Files; "Pioneer Resident of Santa Clara Dead," *San Jose Daily Mercury*, April 13, 1899; H. S. Foote, *Pen Pictures from the Garden of the World* (Chicago: Lewis, 1888), 573-574.
4. 1852 California State Census.
5. Ancestry.com. *California, County Birth, Marriage, and Death Records, 1849-1980* [database on-line]; "Oldest Jail," *Mercury Herald*, April 9, 1922; 1860 and 1870 Federal Censuses.
6. Garcia et al., *Place of Promise*; 1870 Federal Census; Plat of Santa Clara, reproduced in Thompson and West, *Historical Atlas Map of Santa Clara County, California* (San Francisco: 1876), 43.
7. Ancestry.com. *California, County Birth, Marriage, and Death Records, 1849-1980* [database on-line]; 1870 and 1880 federal census; 1883 South Bend, Indiana, city directory; California Office of Historic Preservation, California Historical Landmarks by County, El Dorado, http://ohp.parks.ca.gov/?page_id=21417.
8. "The Fairs," *San Jose Evening News*, August 15, 1887; "Noted Horseman's Death Occurs in Reno," *Reno Gazette-Journal*, December 5, 1918; 1891 Sanborn map.
9. Map of the Town of Santa Clara, drawn by C. E. Moore, 1893; SCC Deeds, Book 119, Page 174, August 15, 1889; SCC Deeds Book 114, Page 450, July 31, 1889.
10. "Pioneer Resident of Santa Clara Dead," *San Jose Daily Mercury*, April 13, 1899; "Leaves Property to Her Children," *San Jose Evening News*, April 19, 1899; "A Will Contest Filed," *San Jose Evening News*, May 5, 1899; "Deny Undue Influence," *San Jose Evening News*, May 18, 1899; "Brevities," *San Jose Evening News*, June 2, 1899.
11. "Our County Digest," *San Jose Daily Herald*, June 13, 1899; "Swallowed Laudunum," *The Indianapolis [Indiana] News*, June 2, 1899; "Hard to Kill," *The Elwood [Indiana] Daily Record*, June 2, 1899.
12. "Probate Doings," *San Jose Evening News*, September 30, 1899; "Brevities," *San Jose Evening News*, October 2, 1899; "Orders in the Probate Court," *San Jose Evening News*, January 20, 1900; "Bid by Mistake," *San Jose Evening News*, May 22, 1900; "Probate Calendar," *San Jose Evening News*, July 14, 1900; SCC Deeds Book 232, Page 296, August 11, 1900.
13. "Gardner Estate," *San Jose Evening News*, August 27, 1900; SCC Deeds Book 235, Page 160, September 21, 1900.
14. 1900 Federal Census; Foote, *Pen Pictures*, 495-496; "Decree of Foreclosure Entered," *San Francisco Call*, August 7, 1895; "Charles M. Schiele Dead," *San Francisco Call*, May 23, 1896.
15. 1910, 1920, and 1930 federal censuses; Ancestry.com, *California, Voter Registrations, 1900-1968* [database on-line]; Ancestry.com. *U.S., World War I Draft Registration Cards, 1917-1918* [database on-line]. "Nellie F. Wright Called by Death," *San Jose Mercury Herald*, May 15, 1923.
16. "Noted Horseman's Death," *Reno-Gazette Journal*, December 5, 1918; "State's Oldest Jail," *Mercury Herald*, April 9, 1922; "Died," *San Jose Mercury Herald*, December 18, 1930; "Deaths," *San Jose Mercury Herald*, October 18, 1935; "Chas. Wright, 59, Dies Suddenly at Santa Clara," *San Jose Mercury Herald*, May 1, 1938; Ancestry.com. *U.S., Army Transport Service, Passenger Lists, 1910-1939* [database on-line]; 1940 Federal Census; "Santa Claran, 69, Succumbs Near Home Where Born," *San Jose Mercury Herald*, January 26, 1945; SCC Official Records Book 3546, Page 632, July 11, 1956.
17. SCC Official Records Documents Nos. 1230639 (July 11, 1956); 4209298 (March 10, 1972); 5059273 (July 30, 1975); 12459275 (April 22, 1994); 13649608 (March 26, 1997); 15467317 (November 21, 2000); 20259075 (May 20, 2009); 23959174 (June 19, 2018).

CONTINUATION SHEET

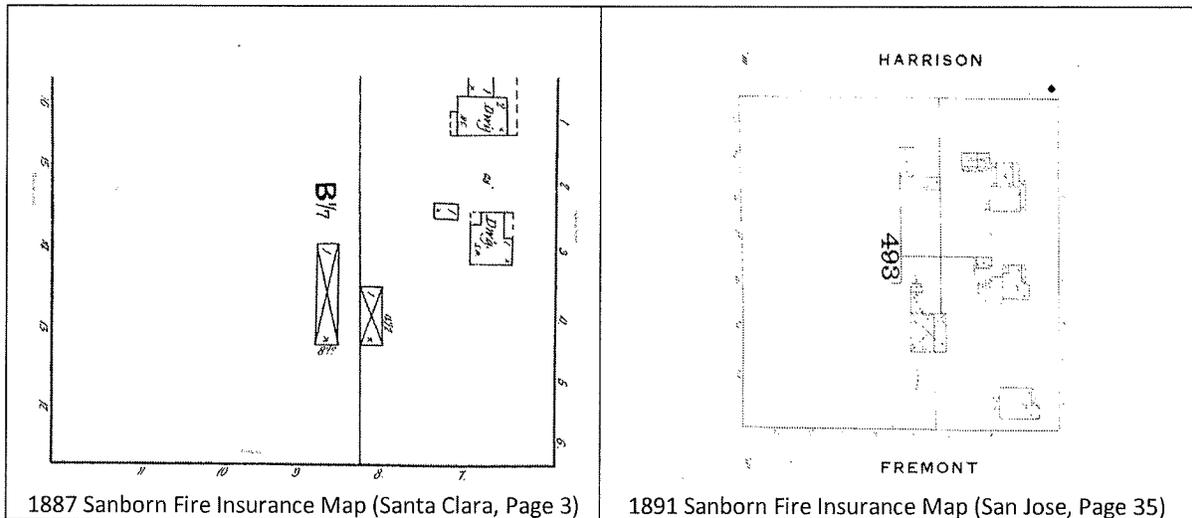
Property Name: Ernest Gardner Wright House
Page 12 of 15

Historic Maps



Historic Sanborn Fire Insurance Maps, 1887-1891

Block 3N Range 3W, Sanborn Block 493, bounded by Harrison Street (top);
Fremont Street (bottom); Monroe Street (left); Jackson Street (right).

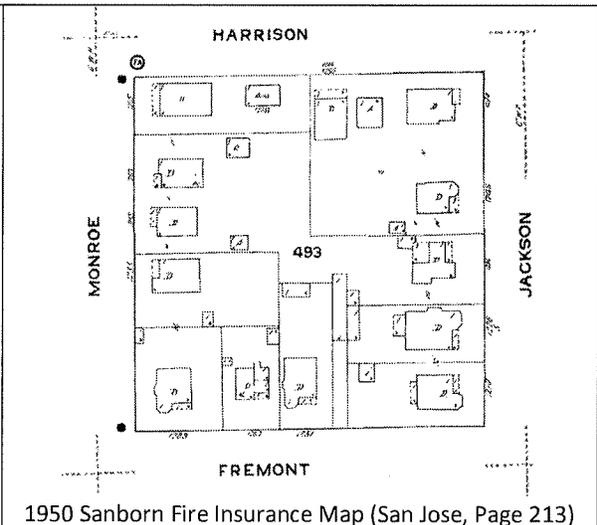
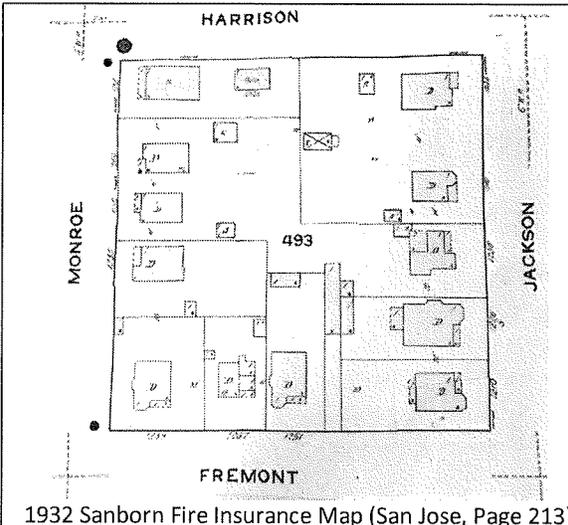
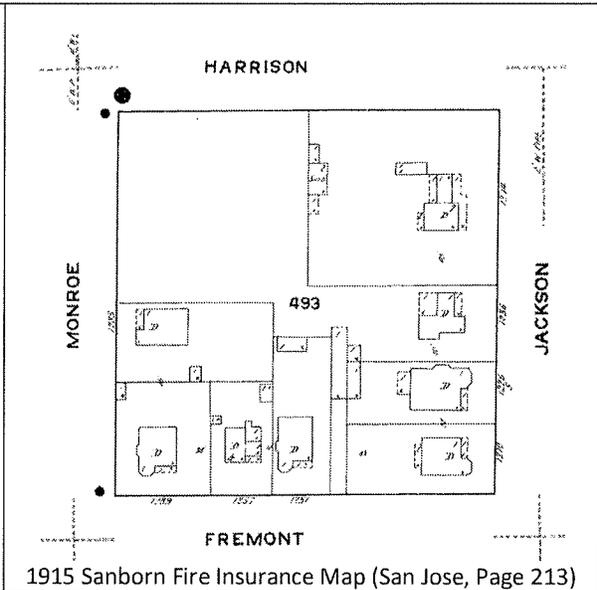
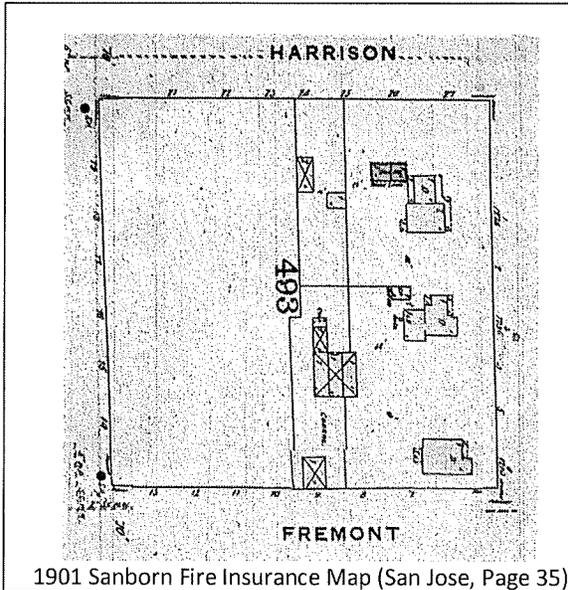


CONTINUATION SHEET

Property Name: Ernest Gardner Wright House
Page 13 of 15

Historic Sanborn Fire Insurance Maps, 1901–1950

Block 3N Range 3W, Sanborn Block 493, bounded by Harrison Street (top);
Fremont Street (bottom); Monroe Street (left); Jackson Street (right).



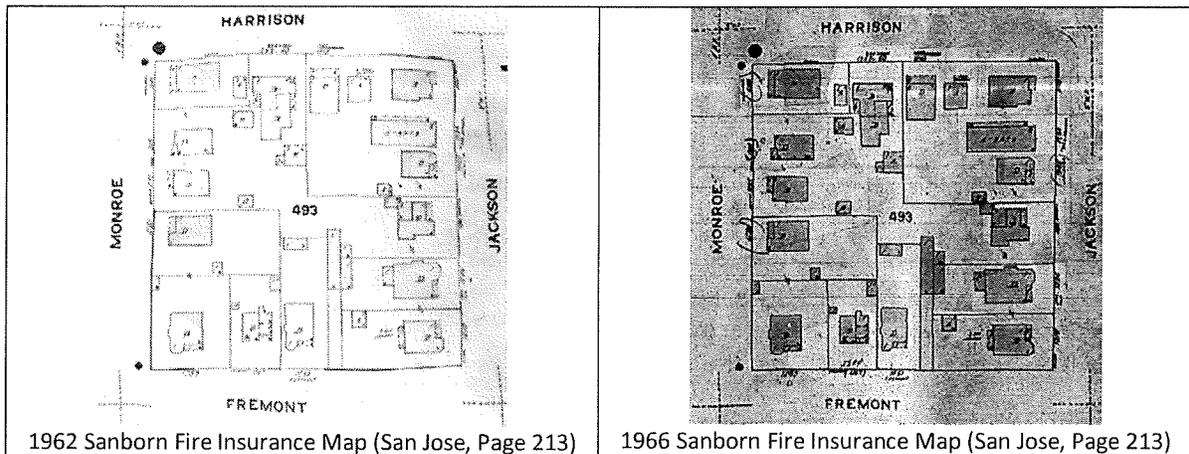
CONTINUATION SHEET

Property Name: Ernest Gardner Wright House
Page 14 of 15

Historic Sanborn Fire Insurance Maps, 1962–1966

Block 3N Range 3W, Sanborn Block 493, bounded by Harrison Street (top);
Fremont Street (bottom); Monroe Street (left); Jackson Street (right).

Notice the long, rectangular outbuildings behind 1226 and 1236 Jackson that should have been demolished in 1955
to make room for a new single car garage.



Additional Photographs

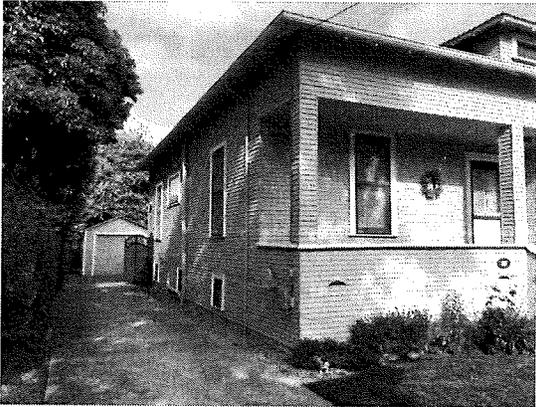


Front façade of 1226 Jackson Street, July, 1988. The photo appeared on the original historic inventory form. Front steps have since been reconstructed to add handrails.

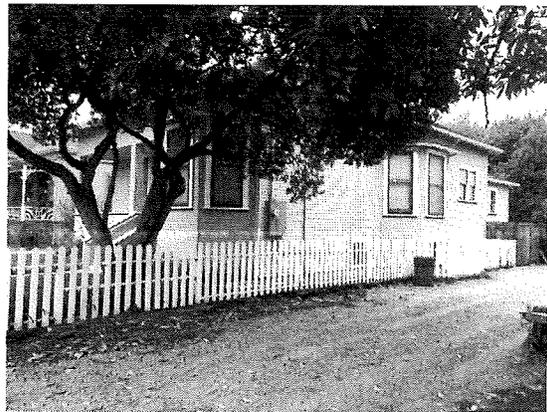
CONTINUATION SHEET

Property Name: Ernest Gardner Wright House
Page 15 of 15

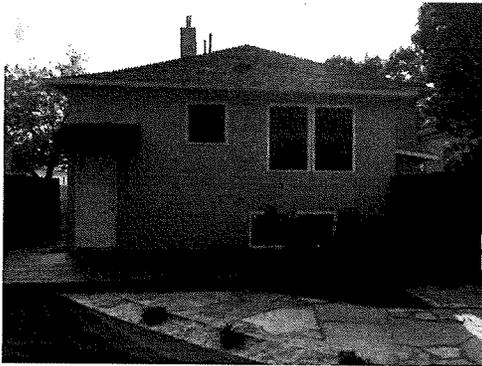
Additional Photographs



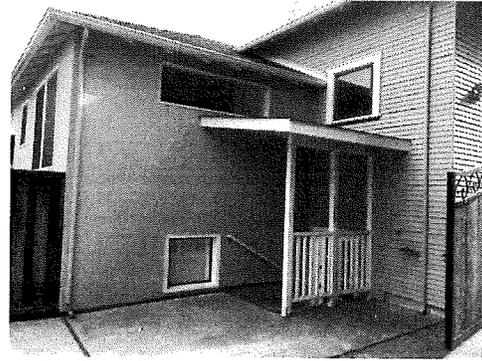
South (side) elevation showing porch and garage. June 2018. Camera facing northwest.



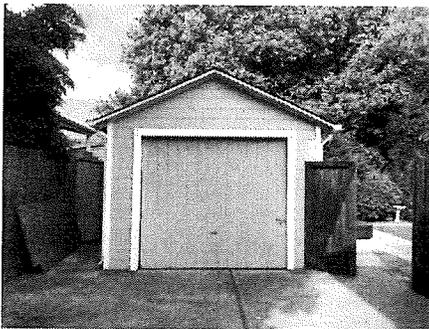
North (side) elevation showing rear porch. June 2018. Camera facing southwest.



West (rear) elevation showing enclosed back porch, basement entry, and back door. June 2018. Camera facing east.



Enclosed back porch and basement entry. April 2018. Camera facing northeast.



Garage front. June 2018. Camera facing west.



Garage side, with 1210 Jackson in background. June 2018. Camera facing south.

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

§ 7.3 Glacier National Park.

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

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

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

* * * * *

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

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

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

* * * * *

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

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

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

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

Dated: June 16, 1995.

George T. Frampton, Jr.,

Assistant Secretary for Fish and Wildlife and Parks.

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

BILLING CODE 4310-70-P

36 CFR Part 68

RIN 1024-AC24

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

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

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

EFFECTIVE DATE: August 11, 1995.

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

SUPPLEMENTARY INFORMATION:

Background

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

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

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

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

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

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

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

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

Drafting Information

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

Paperwork Reduction Act

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

Compliance With Other Laws

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

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

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

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

List of Subjects in 36 CFR Part 68 Historic Preservation

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

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

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

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

§ 68.1 Intent.

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

§ 68.2 Definitions.

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

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

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

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

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

§ 68.3 Standards.

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

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

(2) The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

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

(4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.

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

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

(7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(b) *Rehabilitation.* (1) A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.

(2) The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

(3) Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

(4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.

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

(6) Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

(7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(9) New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials,

features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

(10) New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

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

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

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

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

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

(6) Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials.

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

(8) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

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

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

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

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

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

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

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

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

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

Dated: June 9, 1995.

George T. Frampton, Jr.,

Assistant Secretary for Fish and Wildlife and Parks.

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

BILLING CODE 4310-70-P

ENVIRONMENTAL PROTECTION AGENCY

40 CFR Part 180

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

RIN 2070-AB78

Poly(phenylhexylurea), Cross-Linked; Tolerance Exemption

AGENCY: Environmental Protection Agency (EPA).

ACTION: Final rule.

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

Proposed 10-Year Restoration and Maintenance Plan for 1226 Jackson St. Santa Clara Mills Act Project

Our proposed plan for 1226 Jackson St is to preserve and restore our home consistent with the *Secretary of the Interior's Standards for Rehabilitation* and our rehabilitation, restoration and preservation efforts will be according to the following rough schedule:

Year One —

- Repair water damaged front porch wood boards in the front deck area
- Repair damaged base and trim of the wood sidings at various exterior walls locations and touch up paints that match existing
- Patch foundation minor cracks as needed
- Repair beam(s) in crawl spaces as needed

Year Two —

- Repair broken exterior wood sidings and roof eaves as needed
- Repair concrete walkways all around the house and garage
- Repair basement exterior stairs and install basement stairs handrails
- Install missing gutters and downspouts that match existing style materials, and repair and maintain existing gutters and downspouts as needed
- Repair malfunctioning attic fan(s)
- Properly secure running wiring splices and connections inside junctions boxes as needed in attic and crawl space

Year Three —

- Rehabilitate and restore existing historic wood windows to be more energy efficient
- Restore basement entrance French wood door
- Replace corrosion and rust of the modern metal drain piping in the exterior left of house wall

Year Four —

- Terminate inspection and local treatment as needed

Year Five —

- Refinishing interior hardwood floors, baseboards, and trims, and other appropriate rehab work that won't change the historical look of the interior

Year Six —

- Furnace maintenance and/or replacement as needed
- Water Heater maintenance and/or replacement as needed

Year Seven —

- Upgrade basement, kitchen, and bathroom applicable outlets to be GFCI compliant

Year Eight —

- Repaint the interior of house

Year Nine —

- Repaint the entire exterior of house and garage

Year Ten —

- Front porch and rear deck maintenance and rehabilitation of historical and non-historical materials

Other Work —

- Add a shower bathroom inside the house
- Repair existing perimeter fences and paint fences
- Repair garage door to make it functioning
- Replace kitchen laminate flooring to wood looking tiles or vinyl match existing hardwood
- Upgrade kitchen existing granite countertops
- Rehabilitate front and backyard landscaping