

AFTER RECORDING RETURN TO:

City of Santa Clara
City Clerk
1500 Warburton Avenue
Santa Clara, CA 95050

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OCT 27 1998

PLANNING DEPT.

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For benefit of the City of
Santa Clara. Recorded free
of charge under Section 6103
of the Government Code.

CONFIRMED COPY: This document has
not been compared with the original.
SANTA CLARA COUNTY RECORDER

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this 23rd day of June, 1998, ("Effective Date"), by and between, Michael Kohl ("OWNER"), owner of certain real property located in Santa Clara, and the City of Santa Clara, California, a chartered municipal corporation, ("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 contracts 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 possess fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 1998 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-20-095, and generally located at the street address 906 Monroe Street, in the City of Santa Clara, ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Exhibit A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Historic Resources Inventory.

(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:

Mills Act Contract - 906 Monroe Street

9

(1) **Effective Date and Term of Agreement.** This Agreement shall be effective and commence on June 23, 1998, and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial 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 initial term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNERS or CITY desire 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 the notice. 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, either from its original execution date or from the last renewal date of the Agreement, whichever may apply.

(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 Interior's Rehabilitation Standards," marked as Exhibit "B" to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNERS shall, when necessary or as determined by the Director of Planning and Inspection, restore and rehabilitate the property according to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation and in accordance with the attached schedule of potential home improvements, drafted by the applicant owners and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as Exhibit "C" to this agreement, and incorporated herein by this reference.

(c) OWNERS shall allow for periodic examinations, by prior appointment, of the interior and exterior of the Historic Property by representatives of the County Assessor, State Department of Parks and Recreation, State Board of Equalization, and the CITY. The Director of Planning and Inspection shall determine when periodic examinations may be necessary to determine the eligibility of the property involved, and to determine the OWNERS' compliance with the terms and provisions 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 Sections 50280, et seq., may cancel this Agreement if it determines any one of the following:

- (i) the OWNERS breached any of the terms or conditions of this Agreement;
- (ii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property;
- (iii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards as provided for in the Uniform Codes as adopted by the City Code, which include, but are not limited to the Uniform Housing Code, the California State Historic Building Code, the Uniform Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings;
- (iv) the OWNERS have not complied with any other local, state, or federal laws and regulations.

(b) CITY may also cancel this Agreement if it determines that 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 be subject to payment of those cancellation fees set forth in California Government Code Sections 50280, et seq.

(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) Arbitration.

(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 arbitration 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 arbitration by filing a written demand with the other party.

(c) The parties may agree on one arbitrator. If they cannot agree on one arbitrator, there shall be three: one named in writing by each of the parties within five days after demand for arbitration is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the arbitrator(s) or to furnish the arbitrator(s) with any papers or information demanded, the arbitrator(s) may proceed ex parte.

(d) A hearing on the matter to be arbitrated shall take place before the arbitrator(s) in the city of Santa Clara, County of Santa Clara, state of California, at the time and place selected by the arbitrator(s). The arbitrator(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 arbitrator(s). The arbitrator(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) If there is only one arbitrator, his or her decision shall be binding and conclusive on the parties; and if there are three arbitrators, the decision of any two shall be binding and conclusive. The submission of a dispute to the arbitrator(s) and the rendering of a decision by the arbitrator(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 Arbitration Act.

(f) The costs of arbitration shall be borne by the losing party or shall be borne in such proportions as the arbitrator(s) determine.

(8) Binding Effect of Agreement.

(a) The OWNERS hereby subject 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, which includes, but is not limited to the benefit to the public street generally located at 1588 Homestead Road, CITY, public, 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

OWNER: Michael Kohl
864 Madison Street
Santa Clara, CA 95050

(b) Prior to the 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 therefrom for which OWNERS shall become legally liable arising from OWNERS' acts, errors, or omissions with respect to or in any way connected with the prosecution of the work performed by OWNERS pursuant to 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 or arbitrator, 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 "C";
- 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 Historic 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. Failure of the Council to act on a Mills Act Historic Property Contract within 45 days shall be deemed to be a denial.

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

(17) **Fees.** The Planning Department may collect such Mills Act Historic Property Contract application fee of \$200.00 (two hundred dollars), or other fees for the administration of this contract as are authorized from time to time by the City Council. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS' updated Historic Resources Inventory form.

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

(19) **California State Historic Building Code.** The California State Historic Building Code ("SHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The SHBC shall be used in the CITY's building permit procedure for any Historic Property which is subject to the provisions of a Mills Act Historic Property Contract, except as otherwise provided in this agreement or the SHBC. 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) **Preservation Easements.**

(a) Preservation easements on the facades of buildings designated as a 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 owner(s), occupant, or other person in actual charge of a Historical Property or a resource, building, or structure shall keep in good repair all of the exterior portions of such Historic Property, resource, building, or structure, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

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

(21) **Severability.** If any section, sentence, clause, or phrase of this contract 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 contract, and shall not be affected thereby. The City Council hereby declares that it would have passed this contract and adopted this contract, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases 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.

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... of the City of
... Recorded from
... change under Section 6105
... of the Government Code.

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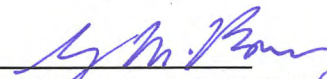
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(25) Amendments. This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

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

CITY OF SANTA CLARA

APPROVED AS TO FORM:

By: 
MICHAEL R. DOWNEY (For)
City Attorney

By: 
JUDY NADLER
Mayor

ATTEST:

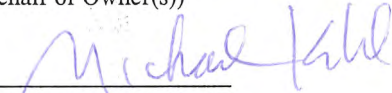
By: 
J. E. BOCCIGNONE
City Clerk

By: 
JENNIFER SPARACINO
City Manager

Address:
1500 Warburton Avenue
Santa Clara, California 95050
Telephone: (408) 984-3000

"City"

(Signature of Person(s) executing the Agreement on behalf of Owner(s))

By: 
Michael Kohl
Title: Owner

Local Address: 864 Madison Street
Santa Clara, CA 95050
Telephone: (408)985-7676

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

Notary Public for the State of California
Notary Public - Commission Expires June 5, 1999
Notary Public - Commission Expires June 5, 1999

On September 8, 1998 before me, Bernadette Desousa,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michael Kohl

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



WITNESS my hand and official seal.

Bernadette Desousa
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact

- ☐ Trustee
☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact

- ☐ Trustee
☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

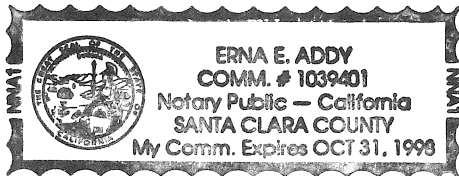
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For benefit of the City of
Santa Clara. Recorded free
of charge under Section 6108
of the Government Code.

California All-Purpose Acknowledgment

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA CLARA)

On September 15, 1998, before me, ERNA E. ADDY, a Notary Public in and for said County and State, personally appeared Jennifer Sparacino personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Erna E. Addy
NOTARY PUBLIC, STATE OF CALIFORNIA

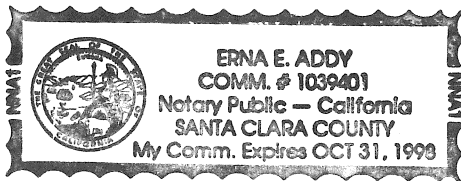
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
Historic Property Preservation Agreement dated June 23, 1998 between the City of Santa Clara and Michael Kohl

For benefit of the City of
Santa Clara. Recorded free
of charge under Section 6109
of the Government Code.

California All-Purpose Acknowledgment

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA CLARA)

On September 21, 1998, before me, ERNA E. ADDY, a Notary Public in and for said County and State, personally appeared Judy Nadler personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Erna E. Addy
NOTARY PUBLIC, STATE OF CALIFORNIA

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
Historic Property Preservation Agreement dated June 23, 1998 between the City
of Santa Clara and Michael Kohl

For benefit of the City of
Santa Clara. Recorded free
of charge under Section 6103
of the Government Code.

The Legal Description of Historic Property

Exhibit "A"

All of that certain parcel as described in that certain Grant Deed recorded in Book 269 of Official Records, at Page 20, Parcel 095, Santa Clara County Records.

for benefit of the City of
Santa Clara. Recorded free
of charge under Section 6103
of the Government Code.

The Secretary of The Interior's Standards

The U. S. Department of the Interior established separate Standards for each of the four distinct, but interrelated, approaches to the treatment of historic properties - Preservation, Rehabilitation, Restoration, and Reconstruction. All four Standards may be applied to individual buildings, a complex of buildings, districts, sites, structures (i.e., bridges, dams, roadways, windmills, aircraft, ships, locomotives, and bandstands) or objects (i.e., sculptures, monuments, boundary markers, statuary, and fountains). Though slightly different, these guidelines address common issues as applicable to each approach. Provided below are the Secretary of the Interior's Standards for Rehabilitation which are very similar to those for Preservation - the major difference being two supplemental standards pertaining to additions or new construction.

Standards for Rehabilitation

1. A property shall be used as it was historically or be given a new use that requires minimal changes to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property shall be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property shall be avoided.
3. Each property shall 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, shall not be undertaken.
4. Changes to a property that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and, where possible, materials. Replacement of missing features shall be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.
8. Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and shall 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 shall 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.

For benefit of the City of
Santa Clara. Recorded free
of charge under Section 6103
of the Government Code.

**The Description of the Historic Property
Preservation and Restoration Efforts
Exhibit "C"**

906 Monroe/1341 Homestead Road, Santa Clara, CA

1999	Landscaping and Irrigation
2000 - 2001	Fencing
2002 - 2004	Structural and new foundation (906 Monroe)
2004 - 2005	Structural and new foundation (1341 Homestead Road)
2005 - 2006	Paint Exterior - 906 Monroe Street
2006 - 2007	Paint Exterior - 1341 Homestead Road
2007 - 2008	Paint Interior of both structures
2009 - 2010	Review and Plan with City next 10 years

HISTORIC RESOURCES INVENTORY

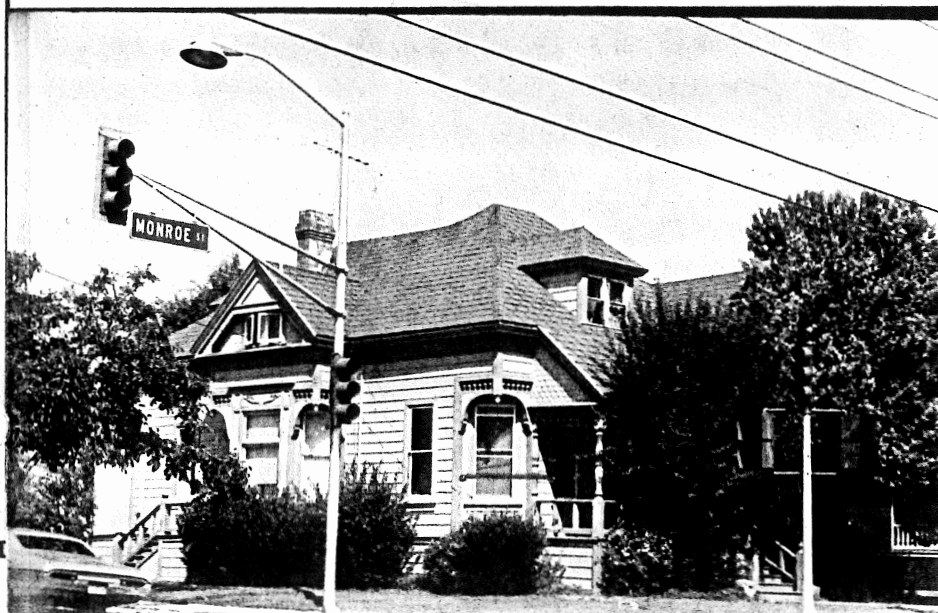
Ser. No. _____
HABS _____ HAER _____ NR _____ SHL _____ Loc _____
UTM: A 10/593300/4133760 B _____
C _____ D _____

IDENTIFICATION

1. Common name: _____
2. Historic name: _____
3. Street or rural address: 1341 Homestead Rd.
906 Monroe Street
- City Santa Clara Zip 95050 County Santa Clara
4. Parcel number: 269-21-30 269-21-089
5. Present Owner: Elaine Gift Address: 3881 Kensinton
- City Santa Clara Zip 95051 Ownership is: Public _____ Private X
6. Present Use: Residential Original use: Single Family Residential

DESCRIPTION

- 7a. Architectural style: Stick/Eastlake Victorian
- 7b. Briefly describe the present *physical description* of the site or structure and describe any major alterations from its original condition: 906 Monroe Street is a 1½ story wooden residence designed on a rectangular plan in an eastlake design. The steeply hipped roof is punctuated by 2 off set gables and a front facing, hipped dormer. The roof is sheathed in asphalt shingles and further accented by a tall, brick chimney. The roof extends in a shed form over an entry porch. The residence is sheathed in wide ship lap and patterned shingles. Plain wooden facing has been added to the rear. The large plain frieze and corner boards accent the stick detailing of the residence, while the profusion of spindles, pendants, carved brackets and decorated turn posts emphasize the eastlake qualities in the structure's design. The side gable covers an angled bay, while the front facing gable covers a squared bay. The southeast corner of the building has been cut out and ornamented with a spindle screen, large brackets and pendent to repeat the forms of the angled bay. Fenestration is simple, rectangular in shape and double hung. The paired square windows under the side gable are of casement design. The front stair is composed of 7 wooden steps, 5 carved turnposts, simple railing and twin ornamented newel posts. A smaller wooden stair is also found on the south facing side. The enclosed rear porch and side stair do not appear on the earliest Sanborn maps with the former being an obvious alteration and the latter being a well executed earlier modification.
8. Construction date: Estimated 1890 Factual _____



9. Architect Unk.
10. Builder Unk.
11. Approx. property size (in feet)
Frontage 52 Depth 152
or approx. acreage _____
12. Date(s) of enclosed photograph(s)
April 24, 1979

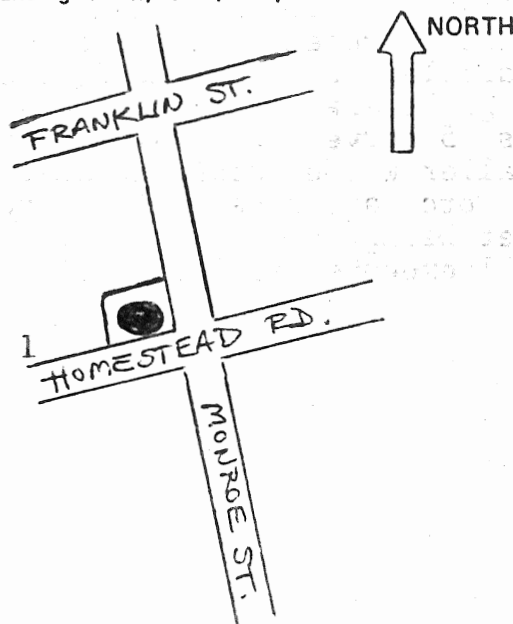
13. Condition: Excellent ☒ Good _____ Fair _____ Deteriorated _____ No longer in existence _____
14. Alterations: Enclosed rear porch, side entry and stairs
15. Surroundings: (Check more than one if necessary) Open land _____ Scattered buildings _____ Densely built-up _____
Residential ☒ Industrial _____ Commercial ☒ Other: _____
16. Threats to site: None known _____ Private development _____ Zoning ☒ Vandalism _____
Public Works project _____ Other: Traffic
17. Is the structure: On its original site? _____ Moved? _____ Unknown? ☒
18. Related features: _____

SIGNIFICANCE

19. Briefly state historical and/or architectural importance (include dates, events, and persons associated with the site.)
The site is significant due primarily to its architectural style. The rich ornamentation of both stick and eastlake details, which are very well maintained in the residence, provides the old quad area of Santa Clara with one of its major late Victorian gems. The residence appears virtually identical in plan to the structure as shown in the 1901 Sanborn map. Two alterations exist from the turn-of-the century house plan. The rear porch is not enclosed as it is today and there is no side entry and stair in the 1901 plan as exists in today's structure. The earliest directory consulted lists the house owned and occupied by Mrs. Dora Brock from 1912 to 1922. From 1923 through 1945 W.E. DeSoto and later his widow, Louise, owned and occupied the residence. Mrs. DeSoto was a glazier. The house changed hands often during the late '40's and '50's. The last directory consulted lists the occupant as Gallagher Kieran in 1961.

20. Main theme of the historic resource: (If more than one is checked, number in order of importance.)
Architecture ☒ Arts & Leisure _____
Economic/Industrial _____ Exploration/Settlement _____
Government _____ Military _____
Religion _____ Social/Education _____
21. Sources (List books, documents, surveys, personal interviews and their dates). Sanborn Insurance Map 1901, 1915 and 1939.
Polks City Directories 1912, 1922, 1923, 1923, 1944, 1945, 1947, 1949, 1959, and 1961.
22. Date form prepared Nov. 13, 1980
By (name) Dubach/Zavlaris of URC
Organization for the City of Santa Clara
Address: 1500 Warburton
City Santa Clara Zip 95050
Phone: (408) 984-3111

Locational sketch map (draw and label site and surrounding streets, roads, and prominent landmarks):



THE CITY OF SANTA CLARA
COUNTY, CALIFORNIA
OFFICE OF THE CITY CLERK/CITY AUDITOR

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CITY CLERK/CITY AUDITOR

THE CITY OF SANTA CLARA CALIFORNIA

CITY HALL
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EXTRACT OF CITY COUNCIL MINUTES OF THE CITY OF SANTA CLARA FOR MEETING HELD ON JUNE 23, 1998

....."**MOTION** was made by Arno, seconded and unanimously carried (Diridon and Gillmor absent), that, per the Director of Planning and Inspection (6/9/98), the Council **approve** and authorize execution of **Historic Property Preservation Agreements (Mills Act)** with **Michael Kohl** and **Mary Denise Martin** for the property located at 864 Madison Street and with **Michael Kohl** for the property located at 906 Monroe Street which will qualify the properties for tax incentives.".....

I, the undersigned City Clerk of the City of Santa Clara, do hereby certify that the above and foregoing is a true and correct copy of an Excerpt of the Minutes of a meeting of the City Council of the City of Santa Clara, held on

June 23, 1998,
J. L. Boccardo
City Clerk