

AFTER RECORDING RETURN TO:
City of Santa Clara
City Clerk's Office
1500 Warburton Ave.
Santa Clara, CA 95050

For benefit of the City of
Santa Clara. Recorded free
of charge under Section 6100
of the Government Code.

file Melk
CONFIRMED COPY: This document has
not been compared with the original.
SANTA CLARA COUNTY RECORDER #6

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PLANNING DEPT.

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this 20th day of January, 1998, ("Effective Date"), by and between, Alida Buchanan ("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 269-13-036, and generally located at the street address 1415 Benton 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:

⑥

(1) **Effective Date and Term of Agreement.** This Agreement shall be effective and commence on January 20, 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

OWNERS: Alida Buchanan
1415 Benton 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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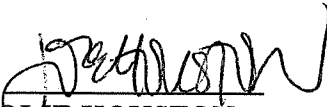
(25) Amendments. This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

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:


JOLIE HOUSTON
Deputy City Attorney

By:


JUDY NADLER
Mayor

ATTEST:

By:


JENNIFER SPARACINO
City Manager

By:

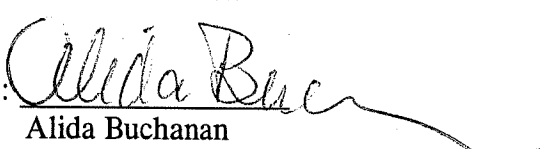

J.E. BOCCIGNONE
City Clerk

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:


Alida Buchanan
Title: Owner

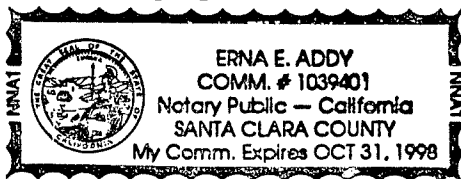
Local Address: 1415 Benton Street
Santa Clara, CA 95050
Telephone: (408)654-3010
Fax: (408)496-2419

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

California All-Purpose Acknowledgment

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA CLARA)

On February 6, 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

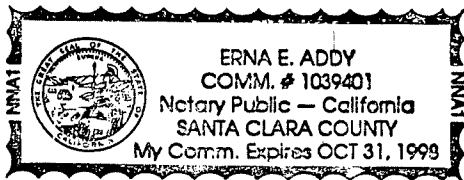
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
Historic Property Preservation Agreement between Alida Buchanan and the City
of Santa Clara dated January 20, 1998

For benefit of the City of
Santa Clara. Recorded free
of charge under Section 6106
of the Government Code.

California All-Purpose Acknowledgment

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA CLARA)

On February 9, 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

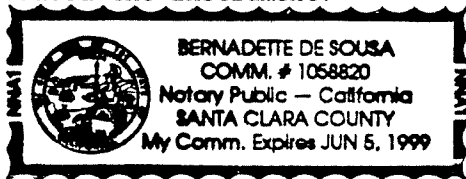
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
Historic Property Preservation Agreement between Alida Buchanan and City of
Santa Clara dated January 20, 1998

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 March 12, 1998, before me, BERNADETTE DESOUSA, a Notary Public in and for said County and State, personally appeared Alida Ruth Buchanan proved to me on the basis of satisfactory evidence 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.

Bernadette De Sousa
NOTARY PUBLIC, STATE OF CALIFORNIA

Historic Property Preservation Agreement - 1415 Benton Street.

- For record in the City of
Santa Clara. Recorded free
of charge under Section 6100
of the Government Code.

The Legal Description of Historic Property

Exhibit "A"

Beginning at the point of intersection of the Northerly line of Benton Street, with the Westerly line of Madison Street; thence Westerly along said line of Benton Street, 66 feet; thence Northerly and parallel with said line of Madison Street, 100 feet; thence Easterly and parallel with said line of Benton Street, 6 feet to said Westerly line of Madison Street; thence Southerly along said last mentioned line, 100 feet to the point of beginning, and being a portion of Lot 1, Block 2, North Range 5 West of said City of Santa Clara, as shown upon the official map thereof of record in the office of the County Recorder of County of Santa Clara, State of California in Volume "B" of Maps, Page 103.

Assessors Parcel No: 2690-13-036

The Secretary of The Interior's Standards

EXHIBIT "B"

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 6102
of the Government Code.

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

1998 - 1999

Contract to have foundation for residential structure
Repair and/or fix buckling walls

2000 - 2005

Landscape yard
Replace asbestos siding

For benefit of the City of
Santa Clara. Recorded free
of charge under Section 6105
of the Government Code.

THE CITY OF SANTA CLARA

CALIFORNIA

OFFICE OF THE
CITY CLERK/CITY AUDITOR

CITY HALL
1500 WARBURTON AVE.
SANTA CLARA, CA 95050
(408) 984-3140
FAX (408) 241-6771

EXTRACT OF CITY COUNCIL MINUTES OF THE CITY OF SANTA CLARA FOR MEETING HELD ON JANUARY 20, 1998

....."**MOTION** was made by Arno, seconded and unanimously carried, that, per the Director of Planning and Inspection (1/20/98), the Council **approve** and authorize execution of a Historic Property Preservation Agreement (Mills Act) with Alida Buchanan for the property located at 1415 Benton Street."

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

January 20, 1998
J. L. Brown
City Clerk

IDENTIFICATION

- Common name: _____
- Historic name: _____
- Street or rural address: 1415 Benton St.
City Santa Clara Zip 95050 County Santa Clara
- Parcel number: 269-13-36
- Present Owner: Rose Pierce Address: 1310 Lincoln
City Santa Clara Zip 95050 Ownership is: Public _____ Private X
- Present Use: Single Family Residence Original use: same

DESCRIPTION

- Architectural style: Vernacular cottage.
- Briefly describe the present *physical description* of the site or structure and describe any major alterations from its original condition: 1415 Benton St. is a single-story wooden residence constructed on a rectangular plan and designed in a vernacular cottage style which evokes some Greek revival detailing. The structure exhibits a truncated hipped roof which is sheathed in composition shingles and is distinguished by a centered facade gablet with a small hipped roof front portico. The roof has a boxed cornice, exaggerated eave and large plain frieze. The residence is sheathed in wide ship-lap. The facade is characterized by a centered portico that is raised 5 wooden steps above the ground level and that is supported by two small wooden turned posts and an ornately carved balustrade with large newel posts. Fenestration is simple, symmetrically placed and generally double hung. Exceptions include a centered oreil shaped vent under the gable and a six-light front window (probably a recent alteration). The lot has minimal landscaping which is well cared for and has 2 large mature trees on the east side. A small, wooden detached garage is located at the rear.



Construction date:
Estimated 1895 Factual _____

Architect Unknown

Builder Unknown

Approx. property size (in feet)
Frontage 66 Depth 100
or approx. acreage _____

Date(s) of enclosed photograph(s)
April 20, 1979

35-24-20
1415 BENTON (W. J. J. J. J.)
20MM2979

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: ☐
17. Is the structure: On its original site? ☐ Moved? ☐ Unknown? ☒
18. Related features: Large, mature trees on lot

SIGNIFICANCE

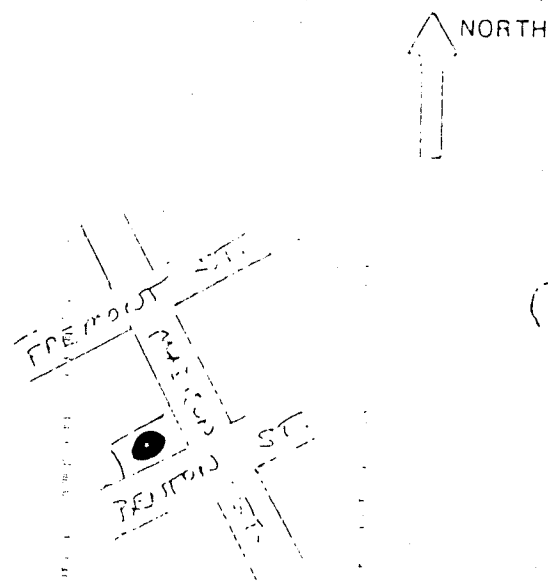
19. Briefly state historical and/or architectural importance (include dates, events, and persons associated with the site.)
The site is significant due primarily to its architecture and to the good condition of the residence. The house is a fine example of a small workingman's cottage which exhibits the vernacular attempts at adding a minimum of architectural ornament upon a small, unassuming wooden box. The building is simple and straightforward. It reflects a common solution to the need for inexpensive housing in the late 19th century for the working class. The house has been well maintained and recently painted to make it appeal as one of the finest little wooden cottages remaining in the old quad area of Santa Clara.

The structure first appears on the 1901 Sanborn Map.

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). 1891 and 1901 Sanborn Maps.

22. Date form prepared Jan. 10, 1981
By (name) Larson/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):



It was then moved by Commissioner Richards, seconded by Commissioner Martinez and unanimously carried by those present to continue this item to the February 5th meeting in order to have a full Commission present.

B.

Mills Act Contract - 1415 Benton Street (Continued for proposed restoration/preservation timeline)

Ms. Silva noted that the property owner's letter regarding her restoration/preservation plans had been provided in the Commissioners packets. Alida Buchanan, property owner, was present and addressed the Commission.

It was moved by Commissioner Richards, seconded by Commissioner Bradshaw and unanimously carried to recommend Commission approval for a Mills Act Contract for 1415 Benton Street. The Commission also stated that should the property owner wish to revise the scheduled improvements that they would work with her.

- C. Request for Second Story Addition - 1346 Lincoln Street
Mike Orlando, property owner, was present for discussion. Copies of the proposed addition had been provided in the Commissioners' packets. Ms. Silva gave an overview of the request and noted that the property owner had worked with staff on making necessary revisions. She then noted Volunteer Architectural Advisor, Craig Mineweaser's AIA comments relating to the extension of the chimney and the replacement of the bathroom window with a wooden one.

Mike Orlando then addressed the Commission. In response to the Commission, Mr. Orlando agreed to having his property added to the significant properties list.

It was moved by Commissioner Richards, seconded by Commissioner Martinez to approve the request with Mr. Mineweaser's comments.

- D. Eberhard Plaque (first draft)

Citizen Lorie Garcia had notified staff she would need to continue this item to the February meeting.

It was moved by Commissioner Martinez, seconded by Commissioner Bradshaw and unanimously carried by those present to continue this item to the February meeting.

Mr. Henriques reviewed items of pertinence to the Commission from both Planning Commission and City Council meetings for those present.

VI. Correspondence

Mr. Henriques noted that an upcoming Conference was not on the list approved previously by the Council and would require a specific request from the Commission.

- A. Chairperson Hardy stated it was unfortunate that the conference in Chicago was not on the City's approved conference list as Commissioner Bradshaw wished to attend.
- B. Related to the subject of Conferences, Lorie Garcia noted the approved Conference List referenced the Heritage Commission but should be the Heritage Council. (Please see Item IV B for the Council request).
- C. Chairperson Hardy also read a letter to the Commission and those present regarding repairs at the Jamison-Brown house. Staff was requested to obtain a termite report and work with the Superintendent of Building Maintenance.

VII. New Business/Continued Items

- A. Request for Mills Act Contract - 1158 Main Street (continued from 9/4/97)
Ms. Silva informed the Commission that the applicant had withdrawn his request for a Mills Act Contract.

This item was noted and filed.

- B. Request for Mills Act Contract - 1415 Benton Street
Alida Buchanan, the new property owner, was present for discussion. Ms. Buchanan stated she had numerous projects to be completed. She reviewed the work to be done, noting the house had no foundation, that the asbestos ceiling needed to be replaced, walls needed to be replaced and other major interior improvements.

It was moved by Commissioner Richards, seconded by Commissioner Cotts and unanimously carried to recommend approval of this Mills Act Contract. The Commission also

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requested to review the final contract before staff agendas it for Council review.

C. Request to stucco over wood siding - 4381 Davis Street (continued from 9/4/97) File A.3405

Ms. Silva presented photographs of the existing residence and surrounding neighborhood and noted that staff had left a message with San Jose Airport staff relating to the ACT Program. Commissioner Bradshaw also presented photographs.

Commissioner Cotts stated she had visited the site and did not have a problem with this proposal as the neighborhood had a mix of wooden and stuccoed cottages. Commissioner Richards stated that this particular dwelling was older than many of the surrounding stuccoed residences and that he would not support the request.

Owner Uriel Infante was present for the discussion. In response to a question from Chairperson Hardy, Mr. Infante responded that he had not looked into prices of wood and that he wanted to stucco his house.

It was moved by Commissioner Richards, seconded by Commissioner Martinez and carried to recommend denial of the request to stucco the residence and that the wood siding should be replaced, along with double hung windows. The Commission also requested staff send a letter to the San Jose Airport staff requesting expediting of the sound attenuation measures at this address.

Motion carried by the following roll call vote:

Ayes: Commissioners: Hardy, Richards, Martinez, De Young and Bradshaw

Noes: Commissioner: Cotts

Excused: Commissioner: Stampolis

D. Request for 2nd story Addition - 809 Harrison Street (File V.2352)

HISTORIC RESOURCES INVENTORY

UTM: A _____ B _____
C _____ D _____
1415 BENTON / 1133920

IDENTIFICATION

1. Common name: _____
2. Historic name: _____
3. Street or rural address: 1415 Benton St.
City Santa Clara Zip 95050 County Santa Clara
4. Parcel number: 269-13-36
5. Present Owner: Rose Pierce Address: 1310 Lincoln
City Santa Clara Zip 95050 Ownership is: Public _____ Private X
6. Present Use: Single Family Residence Original use: same

DESCRIPTION

- 7a. Architectural style: Vernacular cottage.
- 7b. Briefly describe the present *physical description* of the site or structure and describe any major alterations from its original condition: 1415 Benton St. is a single-story wooden residence constructed on a rectangular plan and designed in a vernacular cottage style which evokes some Greek revival detailing. The structure exhibits a truncated hipped roof which is sheathed in composition shingles and is distinguished by a centered facade gablet with a small hipped roof front portico. The roof has a boxed cornice, exaggerated eave and large plain frieze. The residence is sheathed in wide ship lap. The facade is characterized by a centered portico that is raised 5 wooden steps above the ground level and that is supported by two small wooden turned posts and an ornately carved balustrade with large newel posts. Fenestration is simple, symmetrically placed and generally double hung. Exceptions include a centered oreil shaped vent under the gable and a six-light front window (probably a recent alteration). The lot has minimal landscaping which is well cared for and has 2 large mature trees on the east side. A small, wooden detached garage is located at the rear.



Construction date:
Estimated 1895 Factual _____
Architect Unknown
Builder Unknown
Approx. property size (in feet)
Frontage 66 Depth 100
or approx. acreage _____
Date(s) of enclosed photograph(s)
April 20, 1979

394-20
1415 BENTON (W/M/M/S/S)
20 APR 1979

13. Condition: Excellent ☐ Good ☒ Fair ☐ Deteriorated ☐ No longer in existence ☐
14. Alterations: Front multi-light window
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: ☐
17. Is the structure: On its original site? ☐ Moved? ☐ Unknown? ☒
18. Related features: Large, mature trees on lot

SIGNIFICANCE

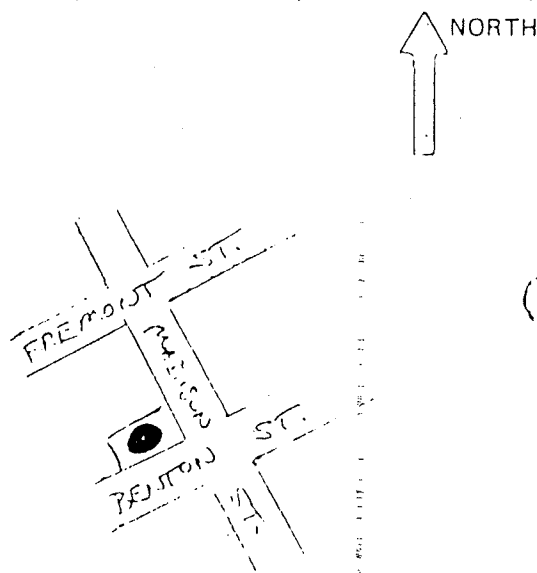
19. Briefly state historical and/or architectural importance (include dates, events, and persons associated with the site.)
The site is significant due primarily to its architecture and to the good condition of the residence. The house is a fine example of a small workingman's cottage which exhibits the vernacular attempts at adding a minimum of architectural ornament upon a small, unassuming wooden box. The building is simple and straightforward. It reflects a common solution to the need for inexpensive housing in the late 19th century for the working class. The house has been well maintained and recently painted to make it appeal as one of the finest little wooden cottages remaining in the old quad area of Santa Clara.

The structure first appears on the 1901 Sanborn Map.

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). 1891 and 1901 Sanborn Maps.

22. Date form prepared Jan. 10, 1981
By (name) Larson/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):



It was then moved by Commissioner Richards, seconded by Commissioner Martinez and unanimously carried by those present to continue this item to the February 5th meeting in order to have a full Commission present.

B.

Mills Act Contract - 1415 Benton Street (Continued for proposed restoration/preservation timeline)

Ms. Silva noted that the property owner's letter regarding her restoration/preservation plans had been provided in the Commissioners packets. Alida Buchanan, property owner, was present and addressed the Commission.

It was moved by Commissioner Richards, seconded by Commissioner Bradshaw and unanimously carried to recommend Commission approval for a Mills Act Contract for 1415 Benton Street. The Commission also stated that should the property owner wish to revise the scheduled improvements that they would work with her.

- C. Request for Second Story Addition - 1346 Lincoln Street
Mike Orlando, property owner, was present for discussion. Copies of the proposed addition had been provided in the Commissioners' packets. Ms. Silva gave an overview of the request and noted that the property owner had worked with staff on making necessary revisions. She then noted Volunteer Architectural Advisor, Craig Mineweaser's AIA comments relating to the extension of the chimney and the replacement of the bathroom window with a wooden one.

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Motion carried by the following roll call vote:

Ayes: Commissioners: Hardy, Richards, Martinez, De Young and Bradshaw

Noes: Commissioner: Cotts

Excused: Commissioner: Stampolis

D. Request for 2nd story Addition - 809 Harrison Street (File V.2352)