RECORD WITHOUT FEE PURSUANT TO GOV'T CODE SECTION 6103

Recording Requested by:

Office of the City Attorney City of Santa Clara, California

When Recorded, Mail to:

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

Form per Gov't Code Section 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this _____ day of _____, 2024, ("Effective Date"), by and between Adalbert Wysocki and Huilin Koh, owners of certain real property located at 1059 Madison Street ("OWNERS") and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. 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 2024 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-20-080, and generally located at the street address 1059 Madison 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 October 10, 2023 The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".
- (4) CITY and OWNERS, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 of the California Revenue and Taxation Code.

B. **Agreement**.

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

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

(2) 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) <u>Standards for Historical Property.</u> During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:
- (a) OWNERS shall preserve and maintain the characteristics of historical significance of the Historic Property. "The Secretary of the Interior's Standards for Rehabilitation," marked as "Exhibit C" to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.
- (b) OWNERS shall, when necessary or as determined by the Director of Planning and Inspection, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California Historical Building Code and in accordance with the attached schedule of potential home improvements, drafted by the OWNERS and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as "Exhibit D" to this agreement, and incorporated herein by this reference.
- (c) OWNERS shall allow, and CITY requires, that after five (5) years, and every five (5) years thereafter, an inspection of the property's interior and exterior shall be conducted by a party appointed by CITY, to determine OWNERS' continued compliance with the terms of this

Agreement. OWNERS acknowledge that the required inspections of the interior and exterior of the property were conducted prior to the effective date of this Agreement.

(4) <u>Provision for Information</u>.

- (a) OWNERS hereby agree to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.
- (b) It shall be the duty of the OWNERS to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNERS compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNERS and approved by the City Council.

(5) <u>Cancellation</u>.

- (a) CITY, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., shall cancel this Agreement or bring an action in court to enforce this Agreement if it determines any one of the following:
 - (i) the OWNERS breached any of the terms or conditions of this Agreement; or
 - (ii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property.
 - (b) CITY may also cancel this Agreement if it determines that:
 - (i) the OWNERS have allowed the property to deteriorate to the point that it no longer meets building standards of the City Code and the codes it incorporates by reference, including, but not limited to, the Uniform Housing Code, the California Historical Building Code, the California Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings or;
 - (ii) the OWNERS have not complied with any other local, State, or federal laws and regulations.
 - (iii) the OWNERS have failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.
- (c) In the event of cancellation, OWNERS shall pay those cancellation fees set forth in California Government Code Section 50280, et seq. As an alternative to cancellation, OWNERS may bring an action in court to enforce the Agreement.

(6) 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.

Historic Property Preservation Agreement/1059 Madison Street Typed: 02/13/2024

(7) <u>Mediation</u>.

- (a) Any controversies between OWNERS and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.
- (b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.
- (c) The parties may agree on one mediator. If they cannot agree on one mediator, there shall be three: one named in writing by each of the parties within five days after demand for mediation is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the mediator(s) or to furnish the mediator(s) with any papers or information demanded, the mediator(s) may proceed ex parte.
- (d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the city of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.
- (e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.
 - (f) Each party shall bear their own cost(s) of mediation.

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

- (a) The OWNERS hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNERS hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNERS successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.
- (b) CITY and OWNERS hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNERS' legal interest in the Historic Property.

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the CITY, public (which includes, but is not limited to the benefit to the public street generally located at 1059 Madison Street), and OWNERS.

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

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

CITY: City of Santa Clara

Attn: City Clerk

1500 Warburton Avenue Santa Clara, CA 95050

OWNERS: Adalbert Wysocki and Huilin Koh

1059 Madison 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) <u>Hold Harmless and Indemnification</u>. To the extent permitted by law, OWNERS agree to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising there from for which OWNERS shall become legally liable arising from OWNERS' acts, errors, or omissions with respect to or in any way connected with this Agreement.
- (12) <u>Attorneys' Fees.</u> In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.
- (13) <u>Restrictive Covenants Binding</u>. All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to 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.

- 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";
 - a statement of justification for the Mills Act Historic Property designation and c. reassessment; and,
 - d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.
- 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.
- Fees. The Planning Department may collect such Mills Act Historic Property Contract application fee of \$8,451.00 (eight-thousand, four-hundred, and fifty-one 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.
- **Ordinary Maintenance.** Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Planning and Inspection determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.
- 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.

Historic Property Preservation Agreement/1059 Madison Street

Typed: 02/13/2024

(20) <u>Conservation Easements.</u>

- (a) Conservation easements on the facades of the Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.
- (b) The OWNERS, occupant, or other person in actual charge of the Historical Property shall keep in good repair all of the exterior portions of the Historic Property, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.
- (c) It shall be the duty of the Director of Planning and Building Inspection to enforce this section.
- (21) <u>Severability</u>. If any section, sentence, clause, or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions or portions of this Agreement. CITY and OWNERS hereby declare that they would have adopted this Agreement, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid or unconstitutional.
- (22) <u>Integrated Agreement Totality of Agreement.</u> This Agreement embodies the agreement between CITY and OWNERS and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.
- (23) <u>Captions</u>. The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.
- (24) <u>Statutes and Law Governing Contract</u>. This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.
- (25) <u>Amendments</u>. This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

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

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

APPROVED AS TO FORM:	
GLEN R. GOOGINS City Attorney	JŌVAN D. GROGAN City Manager
ATTEST:	1500 Warburton Avenue Santa Clara, CA 95050 Telephone: (408) 615-2210 Fax Number: (408) 241-6771
Adalbert Wys	'CITY" ocki and Huilin Koh, 059 Madison Street
By:	object
"O	WNERS"
Exhibits: A – Property Description B – Primary Record C – Standards for Rehabilitation	

D – Restoration Schedule

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 269-20-080

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

,BEGINNING AT A POINT ON THE EASTERLY LINE OF MADISON STREET, DISTANT THEREON 151.5 FEET NORTHERLY FROM THE INTERSECTION OF THE EASTERLY LINE OF MADISON STREET WITH THE NORTHERLY LINE OF FRANKLIN STREET; RUNNING THENCE NORTHERLY ALONG SAID EASTERLY LINE OF MADISON STREET, 50 FEET; THENCE EASTERLY AND PARALLEL TO SAID NORTHERLY LINE OF MADISON STREET, 50 FEET; THENCE SOUTHERLY AND PARALLEL WITH SAID EASTERLY LINE OF FRANKLIN STREET, 150 FEET; THENCE WESTERLY AND PARALLEL WITH SAID NORTHERLY LINE OF FRANKLIN STREET, 150 FEET TO THE POINT OF BEGINNING.



Planning Division: (408) 615-2450

Email: planning@santaclaraca.gov

Property Owner Authorization Form

Property owner is to complete this form and submit with their application authorizing the filing and processing of the accompanying application. If there are more than one property owner, then use multiple sheets as necessary.

Property Owner Name: Adalbert Wysocki and Huilin K	oh	
Company Name (if applicable):		
Title (president, partner, etc., if applicable):		
Property Owner Email: adalbertwysocki@gmail.com		
Property Owner Address: 1059 Madison St		
City: Santa Clara	State: <u>CA</u>	_Zip: <u>95050</u>
1059 Madison St Project Address:		
Property Owner Phone 1: 415 307 0223		
Property Owner Phone 2:		
I hereby certify that I am the owner of record or repres property described in this application and that I consen- herein. Mudi ML		•
Property Owner Signature	Date	

If you are an agent or representative of the property ownership, then submit supporting documents to show you have the authority to sign on the property owner's behalf.

OFFICE OF HISTORIC PRESERVATION

HISTORIC RESOURCES INVENTORY

	TIFICATION AND LOCATION Historic name	on alice o	Hare 1	1 ouse		Ser. No National Reg	ister status		
* 2.	Common or current name					Local designa	ation		
* 3.	Number & street	1059, 1075 Ma		eet	_ Cross-cogi	50 County _			
	City Santa C	ara		_ Vicinity only	_ Zip951	County _	Santa	Clara	
,	11TH 7000 A 10/5	393160/4133860	В	C		L			
5,	Quad map No.	Parcel No209	-21-009	Otherdilti_Zb9-	-21-010		7		
6	CRIPTION Property calegory	Building		_ If district, number of		Acceptance of the Control of the Con			
* 7.	Briefly describe the present architectural style.	physical appearance of	the property, in	duding condition, bour	daries, relate	d leatures, sumo	oundings, a	nd (il approp	riate)

1059 and 1075 are two 1-story Queen Anne cottages, 1059 sheathed in narrow clapboard siding and 1075 in wider shiplap siding. Both cottages have hipped roofs with small front facing gable over a slanted bay and offset porch. 1059 tends to be a more elaborate version of the style as shown by the side facing gable with returns, fishscale shingles and returns in the facade gable, and Eastlake wood decoration across the porch. A side porch with small hipped roof is located under the gable as well. Both homes have front porches supported by turned porch posts, and the slanted bays have cutaway corners with decorative brackets. Fenestration is simple sash, double hung windows throughout with the exception of the center window at the bays which contain larger plate glass sections. Both homes represent a popularized version of the Queen Anne style, the dominate house type during the late 1890's.



- 8. Planning agency City of Santa Clara
- 9. Owner & address 1059 Madison
 Paul & Valerie Gordon
 1059 Madison St, Santa Clara 9505
 1075 Madison Street
 Floyd E. Baughman
 1075 Madison St., Santa Clara 95050
- 10. Type of ownership Private
- 11. Presentuse Residence
- 12. Zoning OG (General Office)
- 13. Threats unknown

CA 94296-0001

* Complete these items for historic preservation compliance projects under Section 106 (36 CFR 800). All items must be completed for historical resources survey information.

HISTO	ORICAL INFORMATION	•		: * 0					3
*14.	Construction date(s)1890:	Origin:	al location	X			Date move	nd	, 1
15,	Alterations & date no appoint	exter	ior altera	tions		· · · · · · · · · · · · · · · · · · ·			;
16.	Architectunknow	1		_Builder		unknown			
17.	Historic attributes (with number	from list)	02 .						
SIGNI	IIFICANCE AND EVALUATION	•	1		: a :				
18.	Context for evaluation: Theme	archit	tecture		_Area	Old Quad	text formally do	eveloped?	
*19.	. Brielly discuss the property's properties.	importance with	in the context	Use histori	cal and a	rchitectural ana	lysis as appro	priate, Compare	with similar
	1059 and 1075 representations and ler scale cottons are soft Santa Clara's contractions.	tages, typic Significant	cal of mid for their	dle cla	ss nei	ahborhood	s during	the	
			*					6 *	78 17
	*		*			4			,
al (g	u.								.*
						8			
20.	. Sources Sanborn Fire Insur 1891, 1901, 1930	ance Maps,	19	j.			¥	*	š
21.	. Applicable National Register cr	iteria	n/a:	re!	etch map ation to no me each	earby streets, ra	and boundarie	s of property in landmarks, etc.	√N}
22.	Other recognition				- .	[E-E-		Ř.	
	State Landmark No. (if appllical				JEFFEI			NRO THE	<u>د</u>
	Evaluator <u>Urban/Rural</u> Date of evaluation <u>Janua</u>	ry 1981	n	_	ERSON		FREMONT		2
· 24.	Survey typeSingle	Source			크		4		. *
	Survey name		8						•
*26.	Year form prepared199)2		·.	\neg		BENTON		,
	By (name) J. Silva Organization City of Sa Address 1500 Warbt City & Zip Santa Class Phone 408/984-3111	ırton Avenu	9	_ _ _		FRANKLIN I	1059	7 8	· \
	š	,				HOMESTEAD			
									2

	The Resources Agency ARKS AND RECREATION	Primary# HRI#	
PRIMARY RE		Trinomial	
KIND KI KE	CORD	NRHP Status Code	
	Other Listings	THAT SEELES SOUR	
	Review Code	Reviewer	Date
age 1 of 25	*Resource Name or	#: (Assigned by recorder) Kers	sell/Mabie House
1. Other Identific	er: 1059 Madison St., Santa Clara.	CA.	
P2, Location:	Not for Publication	cted *a. County Santa Cl	ara
	r P2d. Attach a Location Map as necess		
			1W; unsectioned; Mt. Diablo B.M.
	59 Madison Street	City _Santa Clara	Zip <u>95050</u>
	ore than one for large and/or linear resounal Data: (e.g., parcel #, directions to re		mE/ mN
e. Other Location	Assessor's Parcel Number: 269	[전통 사람들] [전통] [전통] [전통] [전통 [전통 사람들이 하면 하면 되었다. [전통 사람들이 하는 사람들이 되었다. [전통 사람들이 다른 사람들이 되었다. [전투 사람들이 다른 사람들이 되었다. [전투 사람들이 다른 사람들이 되었다. [전투 사람들이 되었다] [전투 사람들이 되었다. [전투 사람들이 되었다] [전투 사람들이 되었다. [전투 사람들이	ppriate)
	East side of Madison Street be		Streets.
Ba. Description: (ondition, alterations, size, setting, and boundaries)
			t, along with commercial development on Fra cent construction. (Currently on this block, tw
continued on page 2, 3b. Resource Att	form 523L) ributes : (List attributes and codes) <i>H</i> .	P2 Single – Family Property	
4. Resources Prese	nt: ☑ Building ☐Structure ☐Object	t □Site □District □Eleme	ent of District DOther (Isolates, etc.)
5a Photograph or F	Drawing (Photograph required for build	lings structures and chiects)	*P5b. Description of Photo: (view, date
Jan William	The state of the s	angs, structures, and esjects.)	accession #) Front façade (view toward East) Photo No:
1 46			100_3446, 12/2023
AN A			Secretaria An incontracting - Introductive relations are
			*P6. Date Constructed/Age and Sour
PHY/C-			Historic □ Prehistoric □ Both
k .			ca, 1898 Assessor's Records, Census Records, Sanb
		tawa 🍇	Maps.
			157 0
THE REAL PROPERTY.			*P7. Owner and Address: Adalbert Wysocki and Huilin Koh
			1059 Madison Street
			Santa Clara, CA 95050
			*P8. Recorded by: (Name, affiliation, and
	DECEMBER OF THE PROPERTY OF TH		I "PX Recorded by: (Name attiliation and

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

*P9. Date Recorded: January 17, 2024

*P10. Survey Type: (Describe) Intensive

*P11. Report Citation: (Cite survey report and

other sources, or enter "none.") Historic Resources Inventory Form "1059, 1075 Madison St., "dated Jan., 1981.

*Attachments:

NONE Location Map Continuation Sheet Building, Structure, and Object Record Darchaeological Record District Record Linear Feature Record Milling Station Record Record Darchaeological Record Dotter (List):

Primary # HRI# Trinomial

Page 2 of 25 Recorded by: Lorie Garcia *Resource Name or # (Assigned by recorder) Kersell/Mabie House

*Date 01/17/2024

x Continuation x Update

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

the three Madison Street homes (1049 and 1075 Madison St.) and two directly across the street (1080 and 1086 Madison St.) are listed on the City's Inventory of Architecturally or Historically Significant properties.) For the part of Madison Street where these historic homes are located, the streetscape is a pleasant one which evokes the sense of a late nineteenth century neighborhood.

Situated on a 50 x 149.96, 7,798 sq. ft. lot near the center of the Madison Street block face, between Benton and Franklin Streets, the subject house fronts roughly west onto Madison Street and is set back from the street, allowing for an open area with lawn and mature shrubbery in front of the residence. A thick hedge separates the Madison Street sidewalk from the property and very large street trees shade the front.

A straight, patterned brick walkway leads from the Madison Street sidewalk to the front (main) entry, which also faces Madison Street. As the house is offset on its lot, ample space exists on the south side of the property for a wide, patterned brick driveway edged with narrow planting beds, which opens onto Madison Street. At the front steps, a patterned brick walkway branches off from the main entry walkway and runs to both the side entry and the driveway. With the exception of a lower section of wood fencing, located towards the front of the north property line, high wood fencing is found running along the south, east and north property lines, preventing access to the rear of the property from Madison Streets and the neighboring properties. A high wood gate that runs from the rear of the south elevation's side-porch, across the driveway to a connection with the fence that runs along the south property line, prevents access to the rear of the property, while allowing access to Madison Street from the garage and rear of the property. The north side yard is narrow and mainly hardscape. At the front of the house, a low gate between the fence on the north property line and the house, allows access to the front from the rear of the property.

The large rear yard includes, open lawn area, trees, play area, a gazebo and a large, detached garage. Facing Madison Street, the two-car garage has a gable roof with returns and is sheathed in narrow, horizontal siding, both of which are modeled after the house's gable roofs and siding. There are two (2) separate roll-up garage doors each framed with wide trim. The garage's front-facing gable face is sheathed in octagon shingles with a Bullseye framed window set in the center, in imitation of the home's original gable face sheathing and side-gable face window. A paneled solid man-door, set near the rear of the garage's north side-elevation, allows access to the garage from the immediately adjacent rear yard. The garage is new. It was constructed following the post-1990 demolition of a

1 and 11/2 story barn that was originally located in

the rear of the property.

Supplemental Photograph or Drawing

The primary building on the site is a 2658 sq. ft., one-story house, which was constructed circa 1898 as a small one-story "cottage" in the Queen Anne architectural style. (Note: the small 1 and 11/2 story Queen Anne houses were commonly referred to as cottages.) According to McAlester, the Queen Anne (1880-1910), was a transitional style that linked the preceding Stick (1860-1890) with the subsequent Colonial Revival, which supplanted it after about 1910. It was a style "was not highly favored by architects" but "instead owed its popularity to the publics enthusiastic embrace and the pattern books and mail order house plans that allowed them to build a Queen Anne House." The style started in the east, where it was more restrained, then moving southward and westward

(Continued on page 3, Form 523L)

Description of Photo: (view, date, accession #)

(Camera pointing NE) Partial South side-elevation and front facade. Photo No: 100_3312; 12/2023.

Primary # HRI # Trinomial

Page 3 of	25	*Resource Name	or # (Assigned by recorder)			
Recorded by:	Lorie Garcia	*Date	01/17/2024	×	Continuation	x Update

(Continued from page 2, Form 523L)

it increased in dominance and ebullience, with "California having some of the most fanciful examples."

McAlester further states that Queen Anne-style "uses wall surfaces as primary decorative elements." In order to avoid plain flat walls this style used bay's, towers, overhangs and wall projections and to avoid flat wall surfaces, differing wall textures were the hallmark of Queen Anne houses. These include the use of patterned shingles, Spindlework, cutwork and Eastlake decorative detailing.

Designed in an asymmetrical plan with a rectangular footprint, both the shape and form of a Queen Anne-style home, this wooden, single family residence is set on a concrete foundation over a partial basement, which elevates the living area approximately 4 feet above the ground. Characteristic of the Queen Anne style's Shape subtype identified as "Hipped Roof With Lower Cross Gables", it is distinguished by a cross-gabled hipped roof. As is specifically characteristic of a Queen Anne Cottage, this house has a prominent front-facing gable, whose face is slightly belled at the bottom and whose front and sides meet in a perfect seam. A similar gable projects from the south side. The Queen Anne roof pitch varies from high to medium and the roof on this residence has a high roof pitch. Composition shingles sheathe the various roof planes. The roof planes are further distinguished by molded comices, gable returns and moderately projecting boxed eaves (all character defining features of the Queen Anne architectural style).

A water table runs around the house, delineating the first-floor living space from that of the basement below. Above the water table the house is sheathed in narrow, horizontal wood siding and below with wide horizontal wood siding. Under the comice a fascia board trimmed with molding wraps around the house. Vertical comer boards finish the wall ends. Both gable faces are sheathed with Octagon shingles. A full-height angled bay projects from the front facade and from the south side elevation of the house. The front bay features a cut-away window with carved corner brackets and pendants set into either angled side of the bay, while the side angled bay has only one cut-away window with a side-entry door set into that bay's front-facing angled side. (The Octagon shingles, angled bays and cut-away windows, carved corner brackets and pendants are all characteristic of the Queen Anne style's Decorative Detailing subtype identified as "Spindlework.") (All the "Spindlework" details are character-defining features and are original.) Projecting over a window set in an angled wall that connects the walls of the front façade and north side-elevation is a feature attached under the fascia, which consists of a spindlework frieze and a drop pendant and carved brackets, identical to brackets and pendant found over the cut-away windows found on angled bays.

A rectangular front porch is offset on the front facade. The porch has a low hipped roof, which is supported by delicate turned posts with carved brackets. One full turned post is at the open corner of the porch and one at the center. Two partial turned posts are located where the roof projects from the house walls. The porch is omamented with an Eastlake decorative block frieze, located between the posts, above the carved brackets. The porch railing consists of a balustrade with a grooved railing and grooved balusters that connect to the house at the open comer of the porch and to the turned posts. Attached to a turned porch post on one side and a partial turned post on the other and running to a newel post with a ball cap at the base of the bottom step, a similar balustrade edges each side of the entry stairs. The turned posts, brackets, frieze, balustrades and newel posts are additional elements of the "Spindlework" subtype, which this home exhibits, and all are original.

A rectangular side porch is located at the front of the south side-elevation. It has a low hipped roof, which is supported by delicate turned posts with carved brackets. One full turned post is set at each open end of the porch and a partial turned post is located where the roof projects from the house walls. The open space between the two full posts, is filled with lattice work that supports an 100+ year old wisteria, shielding the porch from the driveway. The porch is ornamented with an Eastlake decorative block frieze, located between the posts, above the carved brackets, with a single Eastlake carved block at the rear. The porch railing consists of a balustrade identical to that of the front porch with a grooved railing and grooved balusters that runs between the full turned posts, with a two baluster section between the full turned post and partial post at the rear of the porch. A balustrade identical to that of the front porch edges the open side of the entry steps. All of the porch's decorative spindlework is original and a character-defining feature of the Queen Anne architectural style.

The main entry is on the front (west) façade and is accessed by seven (7) wide wood steps that lead from the walkway from Madison Street to the wood porch. The front door is set into the closed end of the porch and faces Madison Street. The wooden door (original) has a design of four small square wood panels set into its lower half with a large stained glass window set into an opening in the top half. Replicated following photographs from an historic house in San Jose, the stained glass window replaced an original, large, clear

(Continued on page 4, form 523L)

Primary # HRI # Trinomial

Page 4 of	25	*Resource Name	or # (Assigned by recorder)	Kersell/Mabie	House	
Recorded by:	Lorie Garcia	*Date	01/17/2024		★ Continuation	x Update

(Continued from page 3, Form 523L)

All the wood panels and stained glass window are trimmed with molding. Above the stained glass window a wide strip of ornamental molding, further decorates the front door. Set over the entry door is a wood-framed, rectangular, horizontally orientated, transom window (original) comprised of a pane of clear glass. A narrow molded sill separates the transom from the door. As is typical in Queen Anne homes, the door surround is comprised of wide back-banded trim. All the trim on the entry is original.

Also opening towards Madison Street and accessed by seven (7) wood steps, which lead from a walkway that connects to the front walkway and to the driveway, is a secondary entry located on the south side-elevation. Set at the rear of the side porch into the plain angled wall of the south side-elevation's bay, this door also leads into the main living space of the house (i.e., the parlor). (Note: Commonly found in Queen Anne cottages, this side door is frequently referred to as a "coffin" door, due to the Victorian funeral practice of having the service at home rather than a mortuary and then exiting from this side door to proceed to the cemetery.) This wooden door is inset with two small, vertically oriented molded rectangular panels surmounted by a horizontally oriented molded rectangular panel set in the lower half, with a large single pane clear glass window set into the top half. The door surround is comprised of wide back-banded trim. Both the door and trim are original. Located between the driveway and the house, exterior access to the basement level (new) is provided by six (6) concrete steps that lead to a door opening into it.

Slightly inset from the walls of the main house, a full width, narrow, rear porch (original) is sheltered by a low-pitched, hipped roof. This style of rear porch is common on Queen Anne houses. Characteristic to this architectural style they were usually built as separate attachments rather than integrated into the overall design. As shown on the 1901 and 1915 Sanborn Fire Insurance maps, originally the porch was smaller and projected from the north end of the rear façade but by 1915 had it been enlarged to its current size.

Alterations to the rear façade post-1990, which included the construction of a large, partially roofed, double tiered wooden rear deck, also involved the installation of pair of glass sliding doors flanked by tall windows, opening into the rear porch and providing entrance into the house from the rear yard. Wide trim surrounds the door/window unit. Access to the doors is by five (5) wide wooden steps, which lead to the open lower portion of a rear deck, followed by three (3) full-width steps to the upper deck level. The doors are located off the upper portion of the deck, which is sheltered by a reed roof. This roof is supported by a square post in the center and on each end by the highest level of a tiered wall. This tiered wall, which is slightly inset and attached to the rear porch, surrounds the rear deck to either side of the lower steps from the yard. The wall is sheathed on both the inside and outside surfaces with material that resembles the narrow horizontal siding on the original walls of the house and the walls have an array of framed openings that resemble windows. The sliding doors, deck, and walls are not original.

Characteristic of the Queen Anne style, fenestration is simple, rectangular in form, vertically oriented, single 1-over-1, double-hung windows, trimmed with wide boards. Fenestration of the main story is rectangular in form consisting of tall, vertically oriented, 1-over-1, double-hung wooden windows with projecting sills and trimmed with wide back-banded boards. The windows have a molded apron and are supported by decorative brackets. With exception of the stained glass panel set into the small bathroom window, all the main story windows are original. Fenestration of the angled bay on the front façade, consists of a large, square, fixed, clear glass window surmounted by a smaller, horizontally orientated, rectangular window with a narrow trim board separating the two Each angled side's cut-away side window is a rectangular, vertically orientated, 1-over-1 double-hung window. Fenestration of the south-side's angled bay is identical to that of the angled bay on the front façade with the exception that the south-side bay has only one cut-away window. (Both angled bay's windows are original.) An arched window flanked by two louver-vented, rectangular openings (Palladian in design), is centered in the front facade gable face while the side gable face features a centered Bullseye window. Trimmed with wide boards, the front gable face window has a projecting sill and molded apron while the Bullseye window set into the side gable face only has wide trim. Both are original and character-defining features. Originally a pair of narrow, vertically orientated wooden windows, framed by wide trim was located in the street-facing portion of the front angled bay's lower, basement level and a single window located at this level in the front façade's angled wall. Although set into the original openings, when the basement's post-2000 conversion to living space occurred, new windows replaced the original ones. The windows on the basement level of both side-elevations also underwent alteration and currently display new rectangular double-hung windows, both single and paired, trimmed with wide boards. At that time, window wells added in front of the windows on the side elevations in order to allow egress.

The property is in good condition and with the exception of the alterations to the basement windows, for its conversion into living space, and to the rear, including the addition of a pair of sliding entry doors and the construction of a large double-tiered deck with surrounding walls, appears to have had little external change since its construction ca. 1898.

DPR 523L (1/95) *Required information

Primary # HRI #

BUILDING, STRUCTURE, AND OBJECT RECORD

	*NF	RHP Status Code N/A
Page	*Resource Name or # (Assigned	by recorder) Kersell/Mabie House
B1.	Historic Name: None	
B2.	Common Name: None	
B3.	Original Use: Single family residential	B4. Present Use: Single family residential
*B5.	Architectural Style: Queen Anne Cottage	,,
*B6.	Construction History: (Construction date, alterations, and date of	alterations)
During basen	ng the1990s, original 1 and1½ story barn in rear demolished ar	ass window in main entry door replaced with stained glass window; and new 2-car garage constructed; new foundation constructed and indows and windows walls; rear entry altered and new sliding doors
*B7. *B8.		Original Location:
B9a.	Architect: Not known b. Builder: Mo	orrison Bros. Builders and Contractors (Kenneth & Angus Morrison).
*B10.	. Significance: Theme <u>Architecture and Shelter</u>	
	Period of Significance <u>1899-1941</u> Property Ty (Discuss importance in terms of historical or architectural context as of	pe <u>Residential</u> Applicable Criteria <u>none</u> efined by theme, period, and geographic scope. Also address integrity.)
The n	parcel located at 1059 Madison Street is a portion of a larger parc	el that had originally been identified as Block 1 North, Range IV West

The parcel located at 1059 Madison Street is a portion of a larger parcel that had originally been identified as Block 1 North, Range IV West, of the original survey of the City of Santa Clara. This survey was done July 1866 by J. J. Bowen and recorded on August 22 of that same year. (It is this survey that forms the basis for the part of Santa Clara known as the "Old Quad.")

As shown in J. J. Bowen's survey, in 1866 Block 1 North, Range IV West (B1N, R4W) was bordered to the north by Benton, to the west by Madison to the east by Monroe and to the south by Franklin Street. According to the list of property owners and their improvements, which accompanied the survey, this block was an undivided 92415 sq. ft. tract with the only improvement being a fence and the owner of the tract was shown to be I. R. Mills.

When the Plat of Santa Clara was drawn in the period between 1873 and 1875, the block, which had been surveyed nine years earlier, was still an undivided tract but it was now owned by John H. Dibble. Born in Pittsburgh Pennsylvania in 1819 and raised in Ohio, where he learned the tinsmith trade, John H. Dibble, came to California via the Isthmus of Panama in 1854 and arrived in San Francisco on the Steamer George Law on August 31st. A widower, in San Francisco he met and married Susan Lent the sister of William Lent, a wealthy mining man. (By 1856, William Lent had purchased a 94-acre farm in Santa Clara and built the house, later to be known as "New Park," after its purchase by James P. Pierce (the site of today's Carmelite Monastery). In April 1857, John and Susan [Lent] Dibble also moved to Santa Clara, where John established a Stove and Hardware store with a tin and sheet iron shop on Main Street. On January 29, 1860 Susan passed away and five months later on June 21st, John H. Dibble married Lucy Parker, his third wife.

John H. Dibble quickly become a respected merchant in Santa Clara and purchased several parcels of land in the "downtown" business

(Continued on page 6, Form 523L)

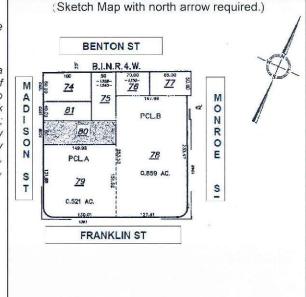
B11. Additional Resource Attributes: (List attributes and codes) *HP2 – Single Family Property*

*B12. References: Census of Canada, 1851, 1861, 1871, 1881; Garcia, Lorie, "Santa Clara: From Mission to Municipality," 1997; Kersell family information; Map of the Town of Santa Clara, drawn by C. E. Moore, 1893; McAlester, Virginia Savage, "A Field Guide to American Houses," Revised ed., 2013; Mission City Memorial Park (Kersell & Mabie); Polk and Husted City Directories, 1890-1974; San Jose Mercury Herald 10/21/1918, 11/25/1920; Sanborn Fire Insurance Maps, 1887, 1891, 1901, 1915, 1930, 1950; Santa Clara County California Great Register, 1890; Santa Clara Historic House Tour 1988, 2000; Sunday Mercury & Herald 03/31/1907; The Evening News 1/25/1892, 10/10/1894, 01/05/1903, 04/13/1913, 10/23/1918; United States Census, 1860, 1870, 1880, 1900, 1910, 1920, 1930, 1940;

B13. Remarks:

*B14. Evaluator: Lorie Garcia

*Date of Evaluation: January 17, 2024



Primary # HRI # Trinomial

Page 6	of 25	*Resource Name or # (Assigned by record	er) Kersell/Mabie House	
STATE OF THE STATE	y: Lorie Garcia	*Date 01/17/2024	x Continuation	□ Update

(Continued from page 5, Form 523B)

district (the block between Franklin, Main, Liberty and Jackson Streets) and the entire block between Madison, Benton, Monroe, and Franklin Streets in the residential area and it was on this block that he had his home. Prominently involved in both its civic and political institutions, he was a founding member of the I. O. O. F in Santa Clara, a member of the Columbian Fire Company and by 1881, had already served seven years on the Town Board of Trustees (1864-1870 and 1873) and five years on the Board of Education.

In 1886, for \$2,500, John H. Dibble sold a quarter-block parcel at the block's SW corner, which had been subdivided from the original block, to Samuel Oberdeemer, the prominent Santa Clara pharmacist, who operated Oberdeemer's Pharmacy on Franklin Street. The 1891Sanbom Fire Insurance map shows that by then that parcel had been divided into 2 lots, with Oberdeemer's house constructed on the lot at the corner of Madison and Franklin Streets, while the second lot was undeveloped. In 1892, four years prior to his death on January 13, 1896, John H. Dibble gave his son, 20-year-old Charles, of all of his business properties and gave his daughter, Julia, the remaining three-quarters of Block 1 North, Range IV West, the residential block on which the family home was located.

As shown on the December 1893 Map of the Town of Santa Clara, drawn by C. E. Moore, the City Surveyor, the lot that two years earlier had been the undeveloped lot fronting on Franklin Street between Oberdeemer's lot and the property owned by Julia Dibble, was now owned by H. Leonard. The Vice-President and Manager of the Bank of Santa Clara, H. M. Leonard had his residence here but in 1894 he was convicted of embezzlement from the Bank of Santa Clara, which had led to its failure in May 1893, and he lost the house when the Court awarded all of his assets, including this property, to the bank. By 1895, David Henderson, who had been named the new President of the re-organized bank, had moved into the home.

Following her father's death in 1896, Julia Dibble divided the quarter-block parcel at the block's NW corner into three individual lots, two fronting on Madison Street and one facing Benton. Over the next few years, the Morrison Brothers (Kenneth and Angus Morrison), well-known Santa Clara contractors and builders, would construct residential structures on each property, which would then be individually sold. As shown on the 1901 Sanborn Map, by then a house had been built on the lot facing Benton Street (1356 Benton St.) and of the lots facing Madison Street, the largest lot, at the corner of Madison and Benton Streets, had had two houses constructed on it (1095 and 1075 Madison St. and the subject residence (1059 Madison St) had been built on the adjacent lot.

In 1897, the home at 1095 Madison St had been purchased by 22-year-old, newly-wed, Henry A. Menzel who moved into it with his 19-year old wife, Jessie. A plumber, Henry worked in his father's business, the Robert A. Menzel plumbing and hardware business, located at the corner of Main and Franklin Streets. The following year, James and 39-year-old Alice Hare had bought the home at 1075 Madison and moved into it. Forty-two-year-old James was employed as a motorman on the San Jose and Santa Clara trolley line and Alice lola Hare was a writer and photographer, who today is recognized as an important early California female photographer. (As early as 1901, advertisements would start appearing in the business section of the Santa Clara News: "Unmounted views a specialty. Mrs. Alice Hare, phone Clay 253. Residence 1075 Madison street, Santa Clara.") The subject residence at 1059 Madison Street was the last home to be constructed and it was purchased in August 1899 by James Kersell and his wife, Isabella (Beattie), Kersell.

In May 1850 James Kersell was born in Dumfries, Waterloo, Ontario, Canada. Here 28-year-old James Kersell married Isabella "Bella" Beattie on December 31, 1877 and in September, 1881 their daughter, Isabel, was born. In 1884, James, Isabella and their young daughter left Waterloo, Ontario, Canada and immigrated to the United States. Here the Kersells settled in Santa Clara, where they moved into a house on Liberty Street near Main Street. (During the following years, members of both the Kersell and Beattie families would immigrate from Canada, with six of Isabella's brothers following her to California and three originally settling in Santa Clara; William in 1888, Murray in 1890 and Dr. David A. Beattie in 1894.) On July 11 1892, Isabella Kersell purchased the 144.66' x 150' parcel located at the northeast corner of Main and Benton Streets from the Saxe family heirs.

At the time of the purchase of the property on the NE comer of Benton and Main Streets, James was employed as a tinner, for D. H. Shields and Co., and the City Directories show that by 1893 James Kersell was not only working as a plumber and a tinner, but had an interest with Robert Menzel in his plumbing and hardware business. After purchasing the Saxe property James and Isabella resided in the residence on the NE corner of Main and Benton Streets, which had been the Saxe home (1075 Benton St.), prior to the construction of their new home. By 1894, the Isabella and James Kersell had moved into their new residence at 1141 Main Street that had been built for them on a 50' x 150' lot fronting on Main Street, which they had sectioned off from northern end of the parcel

(Continued on page 7, Form 523L)

Primary # HRI # Trinomial

Page 7 of	25	*Resource Name or # (Assigned by recorder) Kersell/Mabie House			
*Recorded by:		*Date	01/17/2024	x Continuation	x Update

(Continued from page 6, Form 523L)

purchased from Dr. Saxe's heirs two years previously. Three years later, in 1897, Isabella deeded the residence at 1075 Benton Street to her brother, Dr. David A. Beattie, and he moved into it, establishing both his home and medical office there. Then in 1899, the Kersells sold their home at 1141 Main Street to Annie B. Smith, and moved to a new home at 1059 Madison Street.

When they moved into their Madison Street home, James Kersell was the owner of his Plumbing and Tinning business, located in the Widney Building on Franklin near Jackson Streets. However, by the end of 1902 he had sold this business and had gone to work as the Business Manager for the C. C. Morse & Co., one of the two largest seed companies in the United States. It was in this capacity that he oversaw the management of the C. C. Morse Seed Warehouse in Santa Clara (736 Franklin St.), which was continually shipping seeds all over the country and to places throughout the world as far away as Australia. James Kersell would continue to be employed by the C. C. Morse Seed Company until he passed away. He died on October 20, 1918 in his and Isabella's home at 1059 Madison Street and two days later it was here that the services for 68-year-old James Kersell were held.

A lifelong and leading member of the Presbyterian Church, James Kersell's services were conducted by the Reverend C. V. Bedford of Santa Clara's Presbyterian Church and among his pallbearer's were his close friends James E. Glendenning, John Cameron Morrison, J. Berry and David N. Wallace, all of whom were well-known Santa Clara businessmen of Scotch/Canadian ancestry.

Following James Kersell's death, his widow, Isabella, continued living in their home for a few years and then in 1924, sold the property to Alexander Mabie, who, moved into 1059 Madison Street with his wife, Mary. The Kersells would have been very well acquainted with Alexander and Mary Mabie, prior to Isabella's sale to them of 1059 Madison Street. Like the Kersell and Beattie families, Alexander Mabie and his wife, Mary, had emigrated from Canada, both James Kersell and Alexander Mabie were Elders in Santa Clara's Presbyterian Church, both were the owners of important businesses in town and Mary's brother, Bliss, and his family lived in a home on Main Street across from that of the Kersells.

Born in New Brunswick, Canada in 1859, Alexander Mabie had arrived in 1880. A master blacksmith, following his arrival in Santa Clara, he went to work in this trade. Three years later, Alexander married Mary F. Morrison, the oldest daughter of A. J. Morrison. Born in Canada in 1858, she had arrived in Santa Clara with her family two years prior to Alexander. A. J. Morrison and his sons, John and Bliss, were blacksmiths and worked in the carriage and blacksmith shop that A. J. owned on the NE corner of Franklin and Washington Streets. By the mid-1880s, Alexander Mabie had established his own blacksmith shop, near the SW corner of Franklin and Lafayette Streets, which manufactured carriages and wagons along with all types of the necessary metal worked products produced by a blacksmith. In the early 1890s Alexander took Bliss Morrison as a partner and the business became known as Mabie & Morrison.

Following their marriage, Alexander and Mary Mabie had lived in several places close to his business, finally settling into a home at 1071 Alviso Street, (next door to Sophie Larder). During the 1890s they were joined by her youngest sister, Olive (Ollie), who would live with them until 1907, when she married Thomas Mabie from New York. An article in the Sunday Mercury Herald, titled "New Yorker marries Santa Clara Belle," reported on her marriage and said they would live in New York as he had "valuable interests" there. By the next year Alexander and Mary Mabie had moved into a home at 1072 Washington Street. They would live in this home until they moved to 1059 Madison Street.

At the time Alexander and Mary Mabie moved into 1059 Madison Street, he no longer owned his Blacksmith shop but had been employed as a blacksmith/mechanic for the Pacific Manufacturing Company for eleven years. Up until the first part of the 20th Century, Blacksmiths were seen as important members of their communities as along with creating essential everyday products for use in the home and in the fields, by making carriages and wagons they played a major role in the transportation industry. Their Blacksmith shops were not just workplaces, but being open during the summer and comfortably warm in the winter, became gathering places where stories were exchanged and local news was shared and over the years, local businessmen and residents could often be found passing the time at Alexander's Blacksmith shop. For Alexander Mabie being the owner of a blacksmith shop lasted until 1913 when, due to the quickly changing technology and the changes in the transportation industry, 53-year-old Alexander made the transition into the first generation of mechanics. At that time, he sold his business and went to work as a blacksmith/mechanic for the Pacific Manufacturing Company.

(Continued on page 8, Form 523L)

Primary # HRI # Trinomial

Page 8 of	25	*Resourc	e Name or # (Assigned by re	corder) Kersell/Mabie House	
*Recorded by:		*Date	01/17/2024	x Continuation	x Update

(Continued from page 7, Form 523L)

The 1930 Census shows that by now, 70-years-old Alexander Mabie was still working as a mechanic for the P. M. Co. and he and Mary were living alone at 1059 Madison Street. However, by 1935 they had been joined by his niece, Jean Rockwell. Then on September 14, 1936, Mary Mabie passed away and Jean took over acting as the housekeeper for her uncle, Alexander. By April 1940, besides Alexander Mabie and Jean Rockwell, a nurse, Rose Kauffman was living here, most likely to help care for 81-year-old Alexander. On March 6, 1941, Alexander Mabie passed away and was buried next to Mary in Santa Clara's Mission Memorial Park.

After Alexander died, 41-year-old Jean Rockwell inherited the home at 1059 Madison Street. She never married and continued to live here, working at various jobs until she retired in 1963. Following here retirement, Jean Rockwell continued living at 1059 Madison Street until she passed away on October 4, 1976, when she was 76 years old.

During the years she lived here, Jean Rockwell saw the drastic changes made to the area and block on which she lived, caused by the City of Santa Clara's 1960s-70s period of Urban Redevelopment. The razing of the 8 downtown blocks had eradicated all six blocks between Benton, Liberty (Homestead), Lafayette and Franklin and the two blocks between Benton, Liberty, Jackson and Monroe, with Franklin Street completely removed between Monroe and Lafayette Streets. What had been the residential block on which 1059 Madison Street is located became a block with commercial development on the half of the block fronting on Franklin Street and the part fronting on Monroe Street. Only the homes that were on the original quarter-block parcel at the block's NW comer, which Julia Dibble divided into parcels and sold after her father's death in 1896, remained residential properties with the residences that had been built on them at the end of the 19th Century and one of these was 1059 Madison Street.

In 1982, the home at 1059 Madison Street was purchased by Kurt and Allison Beckman. The Beckmans spent six years restoring the house before renting it in 1988 to Conrad and Janet O'Brien. Then in 1989, Kurt and Allison Beckman sold the subject residence at 1059 Madison Street to Valerie and Paul Gordon. After living here for 18 years, during which she also did extensive restoration work, in 2017 Valerie Gordon sold 1059 Madison Street to the current owners, Adalbert Wysocki and Huilin Koh.

Historic Evaluation

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

Age Requirement.

Constructed ca. 1899, the subject residence at 1059 Madison Street is over 50 years old and thus meets the age requirement.

Integrity Requirement.

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

While the architectural integrity of the original structure has been slightly diminished by alterations made post 1990, the most significant of the visual and character defining features of the historic building have been preserved and retained. The residence at 1059 Madison Street retains its original location and the property is well maintained. The historical use of the building has not changed and it remains a single-family home. The subject property is set within a historic residential setting in the area of Santa Clara known as the "Old Quad," and, while the block in which it is located has been compromised by redevelopment, the immediate streetscape retains qualities that reflect the period in which the house was constructed.

(Continued on page 9, Form 523L)

Primary # HRI # Trinomial

Page 9 of	25	*Resourc	e Name or # (Assigned by	recorder) Kersell/Mabie House	
*Recorded by:		*Date	01/17/2024	∠ Continuation	□ Update

(Continued from page 8, Form 523L)

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

National Register of Historic Places Criteria.

There are not any events associated with the residence at 1059 Madison Street which have made a significant contribution to the broad patterns of history or cultural heritage. It would therefore appear that the building would not be eligible for the National Register of Historic Places based on Criterion A (associated with events that have made a significant contribution to the broad patterns of our history). The building has had six owners over the 125 years of its existence and none appear to reach the level of significant influence required under Criterion B to be considered eligible for the National Register. Neither do any of the occupants appear to be significant to the history of the region, Nation or State of California. It would therefore appear that the building at 1059 Madison Street would not be eligible for the National Register based on Criterion B (associated with the lives of persons significant in our past). Although slightly altered, all of the character-defining features of its original ca.1898 construction as a "Queen Anne cottage" in the Shape subtype identified as "Hipped Roof With Lower Cross Gables" and Decorative Detailing subtype identified as "Spindlework" of the Queen Anne architectural style remain: such as its rectangular plan and hipped roof with lower cross gables, consisting of a small front facing gable with returns over a full-height angled front bay and a side-facing gable and full-height angled bay; its use of "spindlework" detailing including the use of octagon butt shingles to sheathe the gable face and a spindlework frieze; cut-away windows with carved comer brackets; A frieze consisting of Eastlake decorative blocks across both the offset partial width front porch and side porch and the delicate turned posts, which support both porch roofs. Thus, under National Register Criterion C the residence at 1059 Madison Street could be considered to "embody the distinctive characteristics of a type, period, or method of construction" and "represent[s] a significant and distinguishable entity whose components may lack individual distinction" and due to its proximity to other historically significant homes in the area, it does contribute to a potentially eligible Historic District. Therefore, it does appear that the building may be eligible for the National Register of Historic Places under Criterion C.

California Register of Historic Resources Criteria

The Criteria for listing in the California Register of Historical Places are consistent with those for listing in the National Register. However, they have been modified to better reflect the history of California at both a local and State level. Criterion 1 is the California Register equivalent of the National Register Criterion A (events) and California Register Criterion 2, the equivalent of National Register Criterion B (persons). In the late 1880s, several Canadian immigrants of Scottish background started arriving in Santa Clara, where they became leading businessmen, landowners and professional men. The property at 1059 Madison Street is associated with two of these Canadian immigrant families who arrived in the early 1880s and who made significant contributions to the economic and cultural growth of the City of Santa Clara. Thus, it is associated with the lives of persons important to local history and does appear to be eligible for the California Register on a local level based on Criterion 1 and Criterion 2. Criterion 3 addresses the distinctive characteristics of a type, period, region, or method of construction. The subject home was originally constructed ca.1898 as a "Queen Anne cottage" in the Shape subtype identified as "Hipped Roof With Lower Cross Gables" and Decorative Detailing subtype identified as "Spindlework" of the Queen Anne architectural style. The Queen Anne architectural style, which became a dominant style in California, is associated with the period from the mid-1880s thru the first decade of 1900s and this subtype is associated with the period of 1895-1905. It is a nice example of a "Queen Anne Cottage" and is characterized by being a one-story home with a hipped roof with lower cross gables, front and side facing full-height angled bays, cut-away windows with carved brackets and pendants. "Spindlework" detailing, partial-width front and side porches with turned columns, which project from the main body of the house, a rectangular plan, narrow horizontal wood sheathing, and rectangular, double-hung windows with wide flat trim. Although the property has been slightly altered, the most significant of the character-defining features of its original construction remain. Therefore, it does appear to reach the level of significance necessary to be individually eligible for the California Register under Criterion 3.

City of Santa Clara Criteria for Local Significance

(Continued on page 10, Form 523L)

Primary # HRI # Trinomial

Page 10 of25	*Resource	Name or # (Assigned by re	ecorder) Kersell/Mabie	House
*Recorded by: Lorie Garcia	*Date	01/17/2024	☑ Conti	nuation 🗵 Update

(Continued from page 9, Form 523L)

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

Criteria for Historically or Cultural Significance:

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

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

The Kersell/Mabie house has interest, integrity and character and reflects the type of residential structures that were constructed in the late nineteenth century for members of Santa Clara's business and professional community.

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.

Built by Kenneth and Angus Morrison, the residence at 1059 Madison Street was first owned by James Kersell and his wife, Isabella (Beattie) Kersell, who were considered "wellknown citizens" of Santa Clara and then by Alexander Mabie and his wife, Mary (Morrison) Mabie all of whom had immigrated here from Canada at the beginning of the 1880s. They were among the group of immigrants from Canada who arrived in Santa Clara in the last decades of the nineteenth century. As leading businessmen, landowners and professional men, these Canadian immigrants of Scottish ancestry, who were ardent supporters of Santa Clara's Presbyterian Church, were greatly involved In Santa Clara's social and cultural life, making significant contributions to both its economic and cultural growth

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.

Bordered by Franklin Street, which provided easy access to the San Jose and Santa Clara Trolley line, the area in which this home is located was primarily developed as a residential block in the late Nineteenth Century and settled by people whose employment was in Santa Clara's "downtown" business district. Constructed ca. 1898, this home at 1059 Madison Street was first owned by James Kersell and his wife. James Kersell was a prominent "downtown" business owner, whose business was located on Franklin and Jackson Streets and who for decades contributed to the economic life of community. Its second owner, Alexander Mabie, was also a Santa Clara businessman who was also well-known in the community for both his social and business activities.

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

Criteria for Architectural Significance:

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

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

When an 1883 issue of "California Architect and Building News" introduced what came to be known as the Queen Anne style to the Bay area, it marked a dramatic change from the rigorously vertical Italianate and San Francisco Stick- style houses. The Queen Anne house is a concoction of volumes and textures. There is no single roof line but a picturesque composition of merging shapes. They avoid flat, plain, walls and have distinctive decorative detailing (Gingerbread). Constructed ca. 1898 and trimmed with Spindlework, cut-work, Eastlake decoration and windows with cut-away comers and pendants, the residence at 1059 Madison Street is a splendid example of the small one-story Queen Anne dwelling, commonly called a Queen Anne Cottage.

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

(Continued on page 11, Form 523L)

Primary # HRI # Trinomial

Page 11 of	25	*Resourc	e Name or # (Assigned by re	corder) Kersell/Mabie House	
*Recorded by:	_orie Garcia	*Date	01/17/2024	x Continuation	x Update

(Continued from page 10, Form 523L)

This residence was constructed ca. 1898 by Morrison Bros. Contractors and Builders. Angus and Kenneth Morrison were well-known, master Santa Clara contractors and builders, who in the late 19th and early 20th Century constructed government, educational, commercial and residential structures in Santa Clara, San Jose, Stockton and Santa Barbara. Along with the numerous residences that they constructed in Santa Clara, they built Fremont grammar school, Washington elementary school, Santa Clara High School and in 1911, they constructed the new City Hall on the comer of Franklin and Washington Streets.

 A building's notable or special attributes of an aesthetic or functional nature. These may include, massing, proportion, materials, details, fenestration, ornamentation, artwork or functional layout.

Described as a veritable billboard for textural effect, the Queen Anne Architectural style used several devices to avoid a smooth wall appearance. Among these were the use of patterned shingles and being ornamented with a concoction of millwork made possible by the development of machine lathes. The Queen Anne Cottage at 1059 Madison Street is a more elaborate example of this than most of Santa Clara's Queen Anne Cottages. It not only has angled bays with cut-away windows, it uses angled walls in the main body of the house. While most of the Queen Anne homes in town use fish scale shingles, this home displays the use of octagon shingles, which are more rarely found. It also abounds with Spindlework, Eastlake, and cutwork ornamentation along with a prolific use of carved molding making this home a physical example of the items, which a builder could purchase, that are illustrated in Universal Design Book published at the turn of the 20th Century.

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

Criteria for Geographic Significance:

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

No.1. A neighborhood, group or unique area directly associated with broad patterns of local area history. The subject property is located in the area of the Old Quad that in the late nineteenth century developed into a residential area for important businessmen, due to its close proximity to Santa Clara's "Downtown." Owned by a prominent businessman, the residence at 1059 Madison Street is one of those residential properties and reflects the neighborhood's role in the broad patterns of Santa Clara's early development.

No. 2. A building's continuity and compatibility with adjacent buildings and/or visual contribution to a group of similar buildings. Constructed ca. 1898 as a Queen Anne cottage, this house remains as an excellent example of the 1 and 1 ½ storied Queen Anne Architectural style homes built in this Santa Clara neighborhood in the late 19th Century and is important to the integrity of the historic area in which it is located. Within a 10 year period, five Queen Anne homes were constructed across the street from each other on the 1000 Madison Street block faces (either side Madison Street going south from Benton Street), accounting for the continuity of the building styles in the adjacent neighborhood. Currently, four of these homes, two fronting on the west side of Madison Street (1080 &1086) and two on its east side (1059 & 1075) are listed on, the City of Santa Clear's list of Architecturally and/or Historically Significant Properties.

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

Criteria for Archaeological Significance:

As the property at 1059 Madison Street contains no known or unknown prehistoric or historic archaeological resources, it would not be Archaeologically Significant under any of the five of the City of Santa Clara's Criteria for Archaeological Resources. However, should any prehistoric or historic archaeological resources be uncovered in the future, this would be subject to change.

(Continued on page 12, Form 523	SL)		

Primary # HRI # Trinomial

Page 12 o	f25	*Resource	e Name or # (Assigned by re-	corder) Kersell/Mabie House	
*Recorded by:		*Date	01/17/2024	x Continuation	x Update

(Continued from page 11, Form 523L)

Conclusions and Recommendations

Currently, this property is on The City of Santa Clara Architecturally or Historically Significant Properties list. In this update of the January 19, 1980 Historic Resources Inventory for the City of Santa Clara, the evaluator finds 1059 Madison Street to be a an example of a splendid example of the Queen Anne cottage subtype of the Queen Anne architectural style and, as it has undergone only minimal alteration since the time of its designation as a Historically Significant Property for the City of Santa Clara, to retain sufficient integrity to qualify as a historic property. It appears to continue to be, based on compliance with the National Register of Historic Places Criteria, the California Register of Historic Resources Criteria and the City of Santa Clara's Local Significance Criteria, eligible for listing on the City of Santa Clara Architecturally or Historically Significant Properties List.

*Required information

Primary # HRI# Trinomial

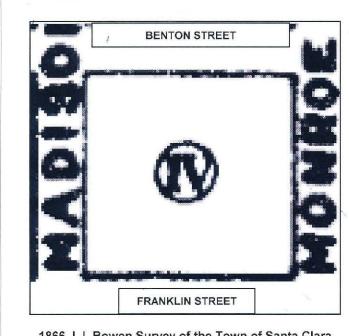
Page 13 of 25 *Recorded by: Lorie Garcia *Resource Name or # (Assigned by recorder) Kersell/Mabie House

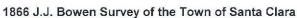
*Date 01/17/2024

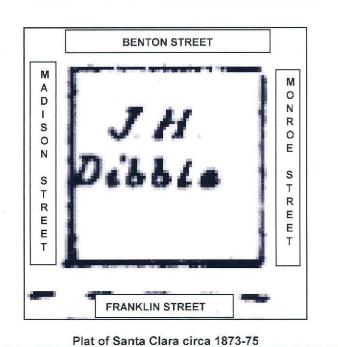
x Continuation

x Update

HISTORIC MAPS







155 M D 0 1 N S R 0 0 N Ε S S Julia Dibble T Т R R E E E E

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

CONTINUATION SHEET

Primary # HRI# Trinomial

Page 14 of

*Recorded by: Lorie Garcia

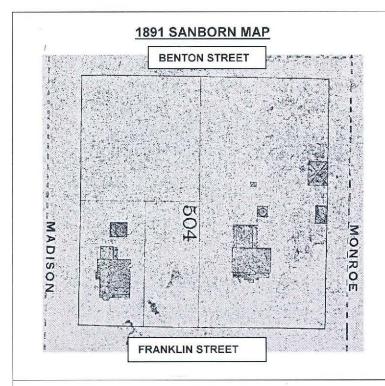
*Resource Name or # (Assigned by recorder) Kersell/Mabie House

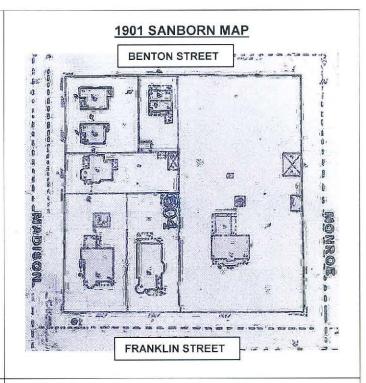
*Date 01/17/2024

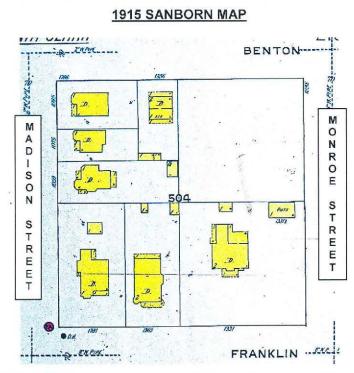
Continuation

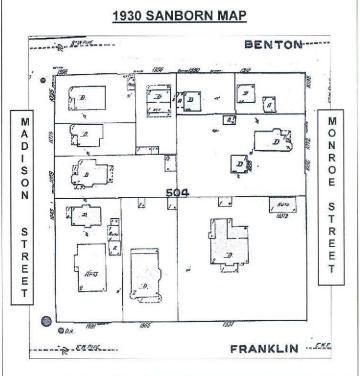
Update

SANBORN FIRE INSURANCE MAPS









CONTINUATION SHEET

Primary # HRI # Trinomial

Page 15 of 25
*Recorded by: Lorie Garcia

*Resource Name or # (Assigned by recorder) Kersell/Mabie House

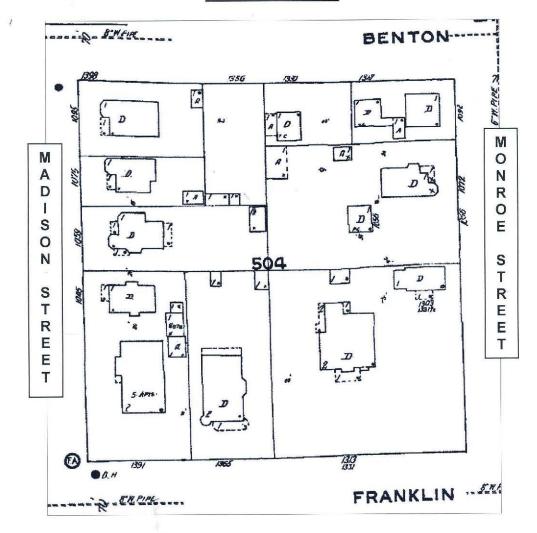
*Date 01/17/2024

x Continuation

x Update

SANBORN FIRE INSURANCE MAPS

1950 SANBORN MAP



CONTINUATION SHEET

Primary # HRI # Trinomial

Page 16 of 25
*Recorded by: Lorie Garcia

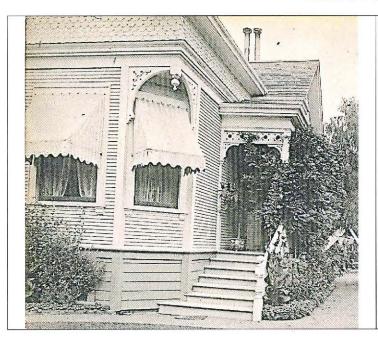
*Resource Name or # (Assigned by recorder) Kersell/Mabie House

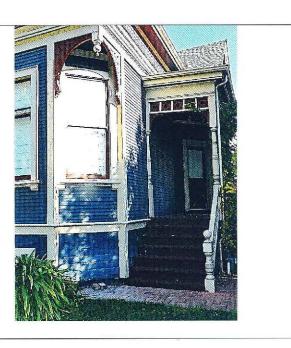
*Date 01/17/2024

x Continuation

x Update

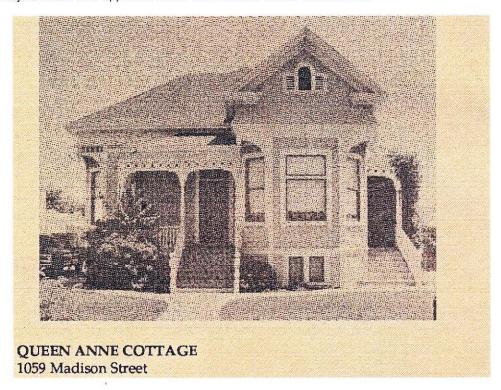
HISTORIC PHOTOS





Top: L., 1904 Alice Hare photo of 1059 Madison Street, showing side porch and corner of front facing bay with cut-away window; R., December 2023 photo taken from same angle, illustrating how unmodified the house is today.

Below: Photo of the subject house as it appeared in the 1988 Historic house Tour booklet.



Primary # HRI # Trinomial

Page 17 of 25

*Resource Name or # (Assigned by recorder) Kersell/Mabie House

*Recorded by: Lorie Garcia

*Date 01/17/2024

x

Update

Additional Photos



indicates 1059 Madison Street

2022 Google aerial view of 1059 Madison Street and the block on which it is located, showing the placement of the residence and detached garage on the property along with the large street trees.



Primary # HRI # Trinomial

Page 18 of 25

*Resource Name or # (Assigned by recorder) Kersell/Mabie House

*Recorded by: Lorie Garcia

*Date 01/17/2024

x Continuation

x Update

Additional Photos - South Side-Elevation

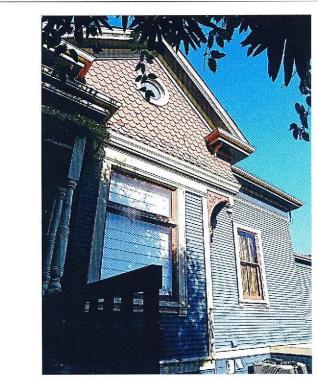


Photo No: 100_3396

View: S side-elevation gabled bay

Photo Date: December, 2023; Camera Facing: N.



Photo No: 100_3395

View: S side-elevation from bay to garage

Photo Date: December, 2023; Camera Facing: ENE.



Photo No: 100 3404

View: S side-elevation from rear towards atreet Photo Date: December, 2023; Camera Facing: WSW.

CONTINUATION SHEET

Primary # HRI # Trinomial

Page 19 of 25
*Recorded by: Lorie Garcia

*Resource Name or # (Assigned by recorder) Kersell/Mabie House

*Date 01/17/2024

x Continuation

x Update

Additional Photos - North Side-Elevation



Photo No: 100_3308; View: Partial Front Façade & N side-elevation showing angled wall between Front and N side-elevation walls, with window, brackets, pendant and spindlework frieze; Photo Date: December, 2023; Camera Facing: ENE.



Photo No: 100_3392

View: Partial N side-elevation from rear porch towards street

Photo Date: December, 2023; Camera Facing: WSW.



Photo No: 100_3409

View: Partial N side-elevation & Rear Façade from rear deck wall

towards street

Photo Date: December, 2023; Camera Facing: WSW.

Primary # HRI # Trinomial

CONTINUATION SHEET

Page 20 of 25

*Recorded by: Lorie Garcia

*Resource Name or # (Assigned by recorder) Kersell/Mabie House

*Date 01/17/2024

x Continuation

x Update

Additional Photos - Rear Façade and Deck



Photo No: 100_3406

View: Rear Façade with double tiered deck and deck walls Photo Date: December, 2023; Camera Facing: WSW.



Photo No: 100_3438

View: Rear porch looking towards driveway showing side wall Photo Date: December, 2023; Camera Facing: SSE.

Photo No: 100_3433

View: Rear porch showing deck side & rear walls & roofing

Photo Date: December, 2023; Camera Facing: NNW.

Primary # HRI # Trinomial

Page 21 of 25
*Recorded by: Lorie Garcia

*Resource Name or # (Assigned by recorder) Kersell/Mabie House

*Date 01/17/2024

x Continuation

x Update

Additional Photos - Front Entry Porch



Photo No: 100_3321

View: Front Entry porch and entry steps and porch's Eastlake frieze

Photo Date: December, 2023; Camera Facing: ESE.



Photo No: 100_3320; View: Looking out through open end showing porch columns with brackets, frieze and balustrade. Photo Date: December, 2023; Camera Facing: WNW.

CONTINUATION SHEET

Primary # HRI # Trinomial

Page 22 of 25

*Recorded by: Lorie Garcia

*Resource Name or # (Assigned by recorder) Kersell/Mabie House

*Date 01/17/2024

x Continuation

x Update

Additional Photos - Side Porch Details



Photo No: 100_3342 View: Side porch tand steps, columns & Eastlake frieze; Photo Date: December, 2023; Camera Facing: SSE



Photo No: 100_3374 View: Side porch balustrade & column base Photo Date: December, 2023; Camera

Facing: S

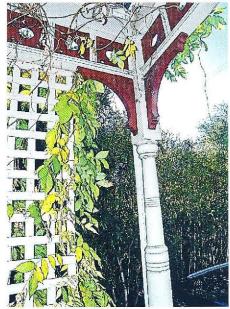


Photo No: 100_3378 View: Side porch column top & brackets, frieze, lattice & wisteria: Photo Date: December, 2023; Camera Facing: S



Photo No: 100_3360 View: Interior rear porch looking toward garage showing 1 full and 1/2 column and 1 Eastlake block: Photo Date: December, 2023; Camera Facing:E



Photo No: 100_3433
View: Exterior rear of side porch towards street from driveway showing 1 full column & 1 Eastlake block; Photo Date: December, 2023; Camera Facing: WSW.

CONTINUATION SHEET

Primary # HRI # Trinomial

Page 23 of 25

*Resource Name or # (Assigned by recorder) Kersell/Mabie House

*Recorded by: Lorie Garcia

*Date 01/17/2024

x Continuation

x Update

Additional Photos - Doors & Windows



Photo No: 100_3133 View: Front door; Photo Date: 12/2023; Camera Facing: ENE



Photo No: 100_3358 View: Side Door

Photo Date: 12/2023; Camera Facing: N



Photo No: 100_3429 View: Rear Sliding doors

Photo Date: December, 2023; Camera Facing: WSW

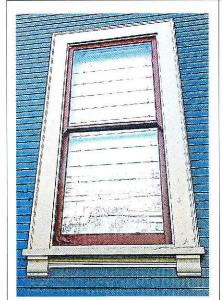


Photo No: 100_3390 View: Typical window; Photo Date: 12/2023; Camera Facing: NNW



View: Side gable window; Photo Date: 12/2023; Camera Facing: ENE



Photo No: 100_3353

View: Front gable Palladian window and louvered vents

Photo Date: 12/2023; Camera Facing: ENE

CONTINUATION SHEET

Primary # HRI # Trinomial

Page 24 of 25

*Resource Name or # (Assigned by recorder) Kersell/Mabie House

*Recorded by: Lorie Garcia

*Date 01/17/2024

Continuation

x Update

Additional Photos - Spindlework and Cutwork Decoration



Photo No: 100_3308

View: Front Porch brackets and Eastlake frieze Photo Date: December, 2023; Camera Facing: E

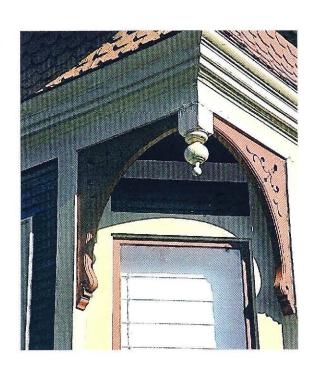


Photo No: 100_3349

View: Cutwork Brackets and Pendant

Photo Date: December, 2023; Camera Facing: NNE.



Photo No: 100_3327

View: Cutwork Brackets and Spindlework frieze Photo Date: December, 2023; Camera Facing: E.

CONTINUATION SHEET

Primary # HRI # Trinomial

Page 25 of 25

*Resource Name or # (Assigned by recorder) Kersell/Mabie House

*Recorded by: Lorie Garcia

*Date 01/17/2024

x Continuation

x Update

Additional Photos - Garage and Rear Yard



Photo No: 100_3401 View: Garage Façade

Photo Date: December, 2023; Camera Facing: ENE



Photo No: 100_3420

View: Rear yard from deck, south towards Monroe St. Photo Date: December, 2023; Camera Facing:S



Photo No: 100_3413 View: Rear Yard Gazebo

Photo Date: December, 2023; Camera Facing: NNE



Photo No: 100_3425

View: Rear yard from deck, looking north towards Monroe St.

Photo Date: December, 2023; Camera Facing: N.

Secretary of Interior's Standards for Rehabilitation

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

10-Year Preservation Plan: 1059 Madison Street, Santa Clara, CA 95050 (Mills Act application)

Overview: 1059 Madison Street is a downtown Santa Clara Queen Anne Cottage home that was built around 1898. It has undergone significant preservation work and still retains many of its original features and character. As owners of this beautiful home, we are committed to maintaining the historical features of the home in order to preserve its unique aesthetics and original characteristics.

Year	Item	Projected Timeline	Cost	Notes
2025	Exterior paint and finishing	Summer 2025	20000	
2025	Fumigation/pest control	After exterior paint	2400	
2025	Inspection and regular maintenance	After fumigation	3500	
2026	Restore porch flooring and stairs	May 2026	500	
2026	Refurbish hardwood floors throughout main level	Summer	15000	
2027	Exterior lighting enhancements	April - May 2027	5000	
2027	Inspection and regular maintenance	Summer	3500	
2028	Restore original windows	June 2028	20000	
2029	Driveway improvements	Spring 2029	10000	
2030	Rehabilitate box	Spring 2030	5000	

	hedge, trees, shrubs (front)			
2031	Replace gutters	Spring 2031	10000	
2032	Fence update	June 2032	15000	
2033	Roof replacement	August 2033	50000	

Regular maintenance (~10K/year) includes but is not limited to following:

- 1. Maintenance of yard and its upkeep. Cost: \$1,200/year.
- 2. Maintenance of plumbing issues, taps, electric wiring, leaks.
- 3. Regular maintenance covering accidental damage.
- 4. Regular maintenance to adhere to the latest city codes whenever possible and permitted.
- 5. Regular 2-year inspection.