

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

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

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

Form per Gov't Code Section 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this ___ day of _____, 2018, ("Effective Date"), by and between Lauren Mae Wendland and Seif Mazareeb, owners of certain real property located at 1393 Santa Clara Street, Santa Clara, CA 95050 ("OWNERS") and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. **Recitals.**

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

(2) OWNERS possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2018 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-26-112, and generally located at the street address 1393 Santa Clara 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 Application to the City on July 2, 2018. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

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

B. **Agreement.**

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

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

(2) **Renewal.**

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

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

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

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

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

(b) OWNERS shall, when necessary or as determined by the Director of Community Development, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California Historical Building Code and in accordance with the attached schedule of potential home improvements, drafted by the OWNERS and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as "Exhibit D" to this agreement, and incorporated herein by this reference.

(c) OWNERS shall allow, and CITY requires, that after five (5) years, and every five (5) years thereafter, an inspection of the property's interior and exterior shall be conducted by a party appointed by CITY, to determine OWNERS' continued compliance with the terms of this Agreement. OWNERS acknowledge that the required inspections of the interior and exterior of the property were conducted prior to the effective date of this Agreement.

(4) Provision for Information.

(a) OWNERS hereby agree to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

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

(5) Cancellation.

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., shall cancel this Agreement or bring an action in court to enforce this Agreement if it determines any one of the following:

(i) the OWNERS breached any of the terms or conditions of this Agreement; or

(ii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property.

(b) CITY may also cancel this Agreement if it determines that:

(i) the OWNERS have allowed the property to deteriorate to the point that it no longer meets building standards of the City Code and the codes it incorporates by reference, including, but not limited to, the Uniform Housing Code, the California Historical Building Code, the California Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings or;

(ii) the OWNERS have not complied with any other local, State, or federal laws and regulations.

(iii) the OWNERS have failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNERS shall pay those cancellation fees set forth in California Government Code Section 50280, et seq. As an alternative to cancellation, OWNERS may bring an action in court to enforce the Agreement.

(6) No Waiver of Breach.

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by OWNERS if CITY does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

(7) Mediation.

(a) Any controversies between OWNERS and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.

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

(d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the City of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

(8) Binding Effect of Agreement.

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

regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNERS hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNERS' legal interest in the Historic Property.

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the CITY, public (which includes, but is not limited to the benefit to the public street generally located at 1393 Santa Clara Street, and OWNERS.

(9) **Notice.**

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

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

OWNERS: Lauren Mae Wendland Seif Mazareeb
1393 Santa Clara Street 1393 Santa Clara Street
Santa Clara, CA 95050 Santa Clara, CA 95050

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

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

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

(12) **Attorneys' Fees.** In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding

may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

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

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

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

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

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

(17) **Fees.** The Planning Division may collect such Mills Act Historic Property Contract application fee of \$5,535.50 (five-thousand, five-hundred, fifty dollars and fifty cents), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

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

dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

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

(20) **Conservation Easements.**

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

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

(c) It shall be the duty of the Director of Community Development to enforce this section.

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

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

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

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

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

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

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

APPROVED AS TO FORM:

Brian Doyle
City Attorney

Deanna J. Santana
City Manager

ATTEST:

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

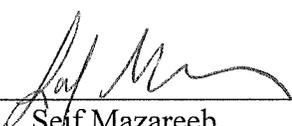
JENNIFER YAMAGUMA
Acting City Clerk

“CITY”

**Lauren Mae Wendland and Seif Mazareeb,
Owners of 1393 Santa Clara Street**

By: _____

Lauren Mae Wendland
1393 Santa Clara Street
Santa Clara, CA 95050
(415) 819-0815

By: _____

Seif Mazareeb
1393 Santa Clara Street
Santa Clara, CA 95050
(415) 819-0815

“OWNERS”

Exhibits:

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

I:\PLANNING\2017\HLC 2017\Mills Act\Mills Act Contract - Template.doc

EXHIBIT A

Order Number: 4307-5653289

Page Number: 5

LEGAL DESCRIPTION

Real property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF SANTA CLARA STREET WITH THE EASTERLY LINE OF MADISON STREET; AS SAID STREETS ARE SHOWN UPON THE MAP HEREINAFTER REFERRED TO; THENCE RUNNING NORTHERLY AND ALONG THE EASTERLY LINE OF MADISON STREET, FIFTY-FIVE (55) FEET; THENCE RUNNING EASTERLY AND PARALLEL WITH THE NORTHERLY LINE OF SANTA CLARA STREET, ONE HUNDRED FORTY-TWO (142) FEET; THENCE RUNNING SOUTHERLY AND PARALLEL WITH THE EASTERLY LINE OF MADISON STREET, FIFTY-FIVE (55) FEET TO A POINT ON THE NORTHERLY LINE OF SANTA CLARA STREET; THENCE RUNNING WESTERLY AND ALONG THE NORTHERLY LINE OF SANTA CLARA STREET, ONE HUNDRED FORTY-TWO (142) FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF BLOCK 3, SOUTH RANGE 4 WEST OF THE CITY OF SANTA CLARA, ACCORDING TO THE OFFICIAL MAP THEREOF OF RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, IN BOOK "B" OF MAPS, PAGE 103, RECORDS OF SAID COUNTY.

APN: 269-26-112

EXHIBIT B

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

Primary# _____
 HRI# _____
 Trinomial _____
NRHP Status Code _____

Other Listings _____
 Review Code _____ Reviewer _____ Date _____

Page 1 of 21 *Resource Name or #: (Assigned by recorder) *Harriet B. Roberts Residence*

P1. Other Identifier: *1393 Santa Clara St., Santa Clara, CA.*

*P2. Location: Not for Publication Unrestricted *a. County Santa Clara
 and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)
 *b. USGS 7.5' Quad San Jose West Date 1980 photo revised T 7S; R 1W; unsectioned; Mt. Diablo B.M.
 c. Address 1393 Santa Clara Street City Santa Clara Zip 95050
 d. UTM: (Give more than one for large and/or linear resources) Zone _____, _____ mE/ _____ mN
 e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)
Assessor's Parcel Number: 269-26-112
North side of Santa Clara Street between Madison and Monroe Streets

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

The subject property at 1393 Santa Clara Street is located in the urban setting of a block of houses with tree lined streets that was primarily developed in the last decade of the nineteenth century and first decade of the twentieth century. The lots are similar in scale ranging from 142' to 147' deep and from 50' to 55' wide. An alley running from north to south divides the block and provides access to the rear of the individual properties. The homes are setback from the street with urban sized front yards. Currently, the majority of the homes on the block are listed on the City's Inventory of Architecturally or Historically Significant properties and like the neighboring blocks, the streetscape is a pleasant one which evokes the sense of an early Santa Clara neighborhood.

(Continued on page 2, form 523L)

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

*P4. Resources Present: Building Structure Object Site District Element of District Other (Isolates, etc.)

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



*P5b. Description of Photo: (view, date, accession #)
Front façade (view toward Northeast) Photo No: 100_2333, 05/2018

*P6. Date Constructed/Age and Source:
 Historic Prehistoric Both
ca, 1904
Assessor's Records, City Directories, Sanborn Maps,

*P7. Owner and Address:
Lauren Wendland and Seif Mazareeb
1393 Santa Clara Street
Santa Clara, CA 95050

*P8. Recorded by: (Name, affiliation, and address)
Lorie Garcia
Beyond Buildings
P.O. Box 121
Santa Clara, California 95052

*P9. Date Recorded: *June 25, 2018*

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

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") *Historic Resources Inventory Form "1393 Santa Clara St.," dated Nov. 17, 1980.*

*Attachments: NONE Location Map Continuation Sheet Building, Structure, and Object Record Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record Artifact Record Photograph Record Other (List):

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

Primary #
HRI #
Trinomial

Page 2 of 21

*Resource Name or # (Assigned by recorder) *Harriet B. Roberts Residence*

Recorded by: Lorie Garcia

*Date 06/25/2018

Continuation Update

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

The primary building on the site is a 2,488 sq. ft., one and one-half story house, constructed circa 1904 and designed in a local interpretation of the Shingle architectural style, an unusual style in Santa Clara. Situated on a large, 55' x 142,' 7,792 sq. ft. lot at the corner of Santa Clara and Madison Streets, the house fronts roughly west onto Madison Street and is set back from both streets, allowing for a surrounding open cultivated area with lawn and mature shrubbery on the west and south sides of the property. A wide, straight, concrete walkway with a single step near the sidewalk, leads from the Santa Clara Street sidewalk to the front (main) entry, which also faces Santa Clara Street. Very large street trees shade both street sides of the property. A wood grape-stake fence running between the rear of the house's south side-elevation and the south side property line, secures entry to the rear yard and the rear of the house from Santa Clara street. Another grape-stake fence situated along the north-side property line secures the rear yard from Madison Street and separates the rear yard of this home from that of the neighboring property. Similar fencing defines rear yard areas. The large rear yard includes, open area, planting beds and a detached, gambrel roofed, 2-car garage with office space (new). Constructed circa 1980, replacing the original driveway that opened onto Santa Clara Street, a short concrete driveway that opens on to the alley leads to the garage.

This wooden, single family residence was designed in a asymmetrical plan with a rectangular footprint, both the shape and form of a Shingle style home. It is set on a brick foundation over a partial basement, which elevates the living area approximately 2 and one-half feet above the ground. It has a prominent gambrel roof (one of the Shingle style five principle sub-types) that is punctuated by hipped roof, wide, projecting gabled dormers. As is characteristic of this architectural style, the eaves are set close to the wall, so as not to distract from the shingle wall covering. A double row of shingles finishes the ends of the eaves. The gambrel roof is belled at the bottom and overhangs the first story of the house helping to unify its irregular outline. The hipped roof dormers have moderately wide, enclosed eaves. The roof is sheathed with composition shingles. A brick fireplace chimney projects through the roof. The rear facade is punctuated by a hipped roof one-story, enclosed, rear porch.

Typically, a Shingle style house spread low against the ground often resting on a heavy stone foundation, which helped emphasize its strong low, horizontal continuity. This house uses cobblestone sheathing over its brick foundation to give the appearance of that Shingle style characteristic. The use of cobblestones became a typical Shingle style embellishment and the home at 1393 Santa Clara Street exhibits this embellishment in its use of cobblestones to sheathe the south side bay from the ground up to the bay's

Supplemental Photograph or Drawing



windows and the use of cobblestones to sheathe the low, curved perimeter wall of the main entry porch along with most of the porch's thick support column located at the open end of the porch.

Porches in Shingle houses were integrated fully into the overall design rather than built as separate attachments. The front porch of this house was designed in this manner, absorbed into the body of the house with only its curved perimeter wall projecting from the structure.

The main entry is on the front (west) façade and is accessed by 4 wide, wood steps that lead from the walkway from Santa Clara Street to the wood porch. The front door is set into the closed end of the porch and faces Santa Clara Street. The wooden door has a small, rectangular, vertically orientated, clear glass window, comprised of

(Continued on page 3, Form 523L)

Description of Photo: (view, date, accession #)
(Camera pointing NNW) South side-elevation and partial front facade, showing Santa Clara Street entryway. Photo No: 100_2352; 5/2018.

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

Primary #
HRI #
Trinomial

Page 3 of 21

*Resource Name or # (Assigned by recorder) *Harriet B. Roberts Residence*

Recorded by: Lorie Garcia

*Date 06/25/2018

Continuation Update

(Continued from page 2, Form 523L)

beveled glass panes set in a diamond pattern, which is set over a large, rectangular, horizontally orientated wood panel. Wide wooden molding with a plain narrow trim surrounds the entry door. The door is flanked by a set of narrow, full-height, wooden shutters. A secondary entry on the rear (east) facade elevation is accessed by 4 wooden steps leading to an open wood deck with simple wood railings (new). The rear entry door is set flush with the house. At the rear of the house, towards the adjacent property to the north, is the external entry to the basement. A simple, wooden, shed-style double door provides access to the basement entry steps.

Other character-defining features of this home include its windows, which are mainly typical Shingle style where multi-pane top sashes, sometimes with diamond panes, and one-over-one sash windows are common. Fenestration of the first and second stories is rectangular in form, vertically oriented, 1-over-1, double-hung wooden windows both paired and single with a small pair of casement windows set into the first story front facade. Distinctive diamond shaped panes with crossed muntins decorate the pair of casement windows, the upper sashes of the large window on the first story of the front facade and the first story windows of the south side-elevation along with those of the south side bay. Decorative latticed muntins enhance the beveled glass panes of the upper sashes of the second story windows on the front facade and south side-elevation of the home. All of the windows have a projecting sill, and some have an apron. All are surrounded by wide wood frames enhanced with a plain narrow trim and all of the windows appear to be original.

The second story windows are further enhanced by a row of shingles that curve over the top of the window trim on the front facade and both side elevations. Shingle style homes were an experiment in throwing off rigid stylistic rules of earlier architectural styles and rather than employing metal flashing above the window head trim to prevent water from getting behind the thick wood trim, as had been used previously, the Shingle style designers employed a row of shingles to simply curve out above the window head to shield the top trim from rain.

On the north side-elevation these shingles are plain. However, the row of shingles over the windows of the street-side elevations (west and south) have fancy saw-tooth ends, resulting in a more decorative effect. A similar shingle row curves over each rectangular wooden attic vent, set near the top of each side-elevation. Curved shingle trim is clearly a character-defining feature of this house.

The rear of the property has been altered with the 1980s demolition of the original detached garage and subsequent construction of a new detached garage with office space and driveway relocation. However, the home is in excellent condition and, with the exception of the circa 1970 addition of a contemporary raised rear deck and subsequent alteration of the rear entry steps, appears to have had minimal to no external alteration since its construction circa 1904.

*NRHP Status Code *N/A*

Page 4 of 21

*Resource Name or # (Assigned by recorder) *Harriet B. Roberts Residence*

- B1. Historic Name:** *None*
B2. Common Name: *None*
B3. Original Use: *Single family residential* **B4. Present Use:** *Single family residential*
***B5. Architectural Style:** *Shingle*
***B6. Construction History:** (Construction date, alterations, and date of alterations)
The residence was constructed circa 1904. Steps to rear porch entry modified with addition of rear deck in the 1970s. In the 1980s, the original, circa 1915, small garage was demolished, a new 2-car garage with office space constructed and the original driveway, which had opened onto Santa Clara Street, removed and access to new garage altered to new driveway from the alley.
***B7. Moved?** **No** **Yes** **Unknown** **Date:** _____ **Original Location:** _____
***B8. Related Features:**

None known.

B9a. Architect: *Not known* **b. Builder:** *not known - possibly "Morrison Bros. Contractors and Builders"*

***B10. Significance: Theme** *Architecture and Shelter* **Area** *Santa Clara Old Quad*
Period of Significance *1904-1919* **Property Type** *Residential* **Applicable Criteria** *none*
 (Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The parcel located at 1393 Santa Clara Street is a portion of a larger parcel that had originally been identified as Lot 1, Block 3 South, Range 4 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, Lot 1 encompassed the entire block framed by Santa Clara, Madison, Lexington and Monroe Streets. According to the list of property owners and their improvements, which accompanied the 1866 survey, Lot 1 was a 91652 sq. ft. tract that contained a frame house and barn.. The owner of that lot was shown to be John L. Smith. Originally from Ireland, he was a farmer and the 1852 State Census shows that he had arrived in Santa Clara County prior to that year. When The Plat of Santa Clara was drawn in the period between 1873 and 1875, it showed no change in the configuration of the block that had been surveyed nine years earlier but the ownership of the block had changed to J. L. Smith and Brother. Circa 1880, Melville S. Bowdish purchased the block from the Smith brothers.

Born in New York, 40 year-old Melvin Sherwood Bowdish arrived in Santa Clara with his wife Eleanor Josephine Bowdish (nee Gould),

(Continued on page 5, Form 523L)

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

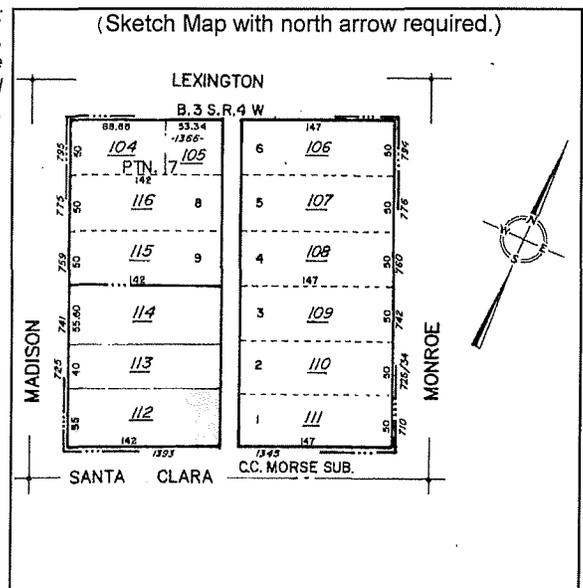
***B12. References:** *Garcia, Lorie, "Santa Clara: From Mission to Municipality," 1997; Map of the Town of Santa Clara, drawn by C. E. Moore, 1893; McAlester, Virginia & Lee, "A Field Guide to American Houses," 1991; Polk and Husted City Directories, 1906-1974; Sanborn Fire Insurance Maps, 1891, 1901, 1915, 1930, 1950; Santa Clara High School Records, 1904-1905; Santa Clara Commercial League, "Progressive Santa Clara," 1904; Sue Harper of 725 Madison Street, "Oral Interview," June 2018; Scully, Vincent Jr., "The Shingle Style and the Stick Style: Architectural Theory and Design from Downing to the Origins of Wright," Revised ed., 1971; The Evening News, 06/19/1902; United States Census: 1870, 1880, 1900, 1910, 1920, 1930, 1940.*

B13. Remarks:

***B14. Evaluator:** *Lorie Garcia*

***Date of Evaluation:** *June 25, 2018*

(This space reserved for official comments.)



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

Primary #
HRI #
Trinomial

Page 5 of 21

*Resource Name or # (Assigned by recorder) Harriet B. Roberts Residence

*Recorded by: Lorie Garcia

*Date 06/25/2018

Continuation Update

(Continued from page 4, Form 523B, B10. Significance)

in the mid-1870s. A "traveling agent" by profession, he was a wealthy man and soon acquired substantial property holdings in both Santa Clara and the Redwood (today's Los Gatos) area. In Santa Clara M. S. Bowdish and his wife resided in the dwelling listed in the 1866 survey, on Lot 1, Block 3 South, Range 4 West. Here, in 1877, their first child, a daughter Mary, was born, followed in 1880 by a son, Arthur.

The last two decades of the nineteenth Century brought a period of growth to Santa Clara that resulted in the expansion of residential development. As shown on the 1891 Sanborn Fire Insurance map, by now M. S. Bowdish had divided Block 3 South, Range 4 West into four parcels with his dwelling located on the parcel at the block's southwest corner (Madison and Santa Clara Streets) and a dwelling on the block's southeast (Monroe and Santa Clara Streets) corner. Both dwellings fronted on Santa Clara Street.

The December 1893 Map of the Town of Santa Clara drawn by C. E. Moore, the official Santa Clara Surveyor, illustrates that during the previous two years, Melville S. Bowdish had sold three of his B3S, R4W, Lot 1 parcels to Charles Copeland Morse, who had platted them into nine residential lots (The C.C. Morse Subdivision) with a 16' wide service alley that opened onto Santa Clara and Lexington Streets, planned through the center of the block. Of the three individual C. E. Morse Subdivision residential lots fronting onto Madison Street, (lots 7, 8 and 9), by 1893, Margaret (Rettie) Miller owned lot 8 and C. C. Morse owned lots 7 and 9.

Also, the 1893 Map shows that Melville S. Bowdish maintained ownership of the southwest quarter of B3S, R4W however, it had now been platted into a three-lot parcel. This parcel is where he had the residence that faced Santa Clara Street, a tank house, a water well and a barn. The lot platted at the corner of Madison and Santa Clara Streets in M. S. Bowdish's three-lot parcel, is the lot where the subject property, 1393 Santa Clara Street, would later be constructed.

Due to the work of entities like the Santa Clara Commercial League, which promoted the area's beautiful climate and the opportunities to be found, at the turn of the 20th century more and more people were attracted to the region. In the Town of Santa Clara, agricultural production expanded and manufacturing enterprises began to grow. The township's 3,650 residents in 1900 would increase to 4,348 by the end of the first decade.

This rise in the population of Santa Clara would result in an even greater building boom than before. The 1901 Sanborn Fire Insurance map shows that by then only five houses were located on the entire block and, of these, only 775 Madison Street had been constructed fronting on Madison Street. On the Monroe Street block face an earlier dwelling located near the block's southeast corner, facing Santa Clara Street, had been removed and three new dwellings fronting on Monroe Street had been erected. The alley planned to run between Santa Clara and Lexington Streets was still not in existence.

During the late 1890s, the Bowdish's appear to have moved to the Redwood property where Melville Sherwood Bowdish had established a successful fruit farm and where he was fully engaged in expanding his "Dashaway Stables. Shortly after the turn-of-the-century, the house, tank house and barn, which are shown on the 1901 Sanborn Fire Insurance map, were demolished and he began selling his Block 3 South, Range 4 West, property

According to the City Directories, by 1907, four additional residences had been constructed on B3S, R4W's Madison Street block face lots; the dwelling at 759 Madison, which was built on a C. C. Morse Subdivision lot (lot 9) and the homes at 725, 741, Madison Street and 1393 Santa Clara Street constructed on the three "Bowdish" lots.

The site at 1393 Santa Clara Street appears to have been sold circa 1903 and the home most likely constructed by mid-1904 and occupied by Harriet B. Roberts, the widow of Samuel Edward Roberts, Santa Clara High School records list her younger son Frank H. Roberts, at that time a senior, living at this address.

The architect and builder have not been identified, however, there is a strong possibility that the home was constructed by Morrison Bros. Owned by John C., Kenneth and Angus Morrison, as described in the 1904 publication, "Progressive Santa Clara," Morrison Bros., Contractors and Builders were "among the leading and most prominent contractors and builders" in the area. They had recently constructed (1903) "twin" homes for family members at 811 and 823 Monroe Street, both in the same architectural style as that of 1393 Santa Clara Street, and Angus Morrison, himself, lived at 726 Monroe Street (the C. C. Morse Subdivision Lot 2), almost directly

(Continued on page 6, Form 523L)

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

Primary #
HRI #
Trinominal

Page 6 of 21

*Resource Name or # (Assigned by recorder) *Harriet B. Roberts Residence*

*Recorded by: Lorie Garcia

*Date 06/25/2018

Continuation

Update

(Continued from page 5, Form 523L)

behind this dwelling.

The first owner of the subject residence, Harriet B. Roberts, was born in Pennsylvania in January 1859 and in 1878 married 20 year-old, Samuel Edward Roberts, who was also a native of Pennsylvania. Following their marriage, the couple lived with his family, on his father's large farm in Sandy Lake, Mercer County, Pennsylvania. In 1887, Harriet, Samuel and their two young sons, William E., age 7, and 1 year-old Frank H., came to Santa Clara, where they settled on a fruit farm on Stevens Creek that was owned by Evan Petite an orchardist who was also from Pennsylvania. Once here, Samuel E. Roberts went to work as a carpenter.

Harriet and Samuel were members of the Methodist Episcopal Church and regularly attended the church on the corner of Liberty (Homestead) and Main Streets in Santa Clara. When tragically, Samuel E. Roberts passed away on June 18, 1902, only 44 years old, newspaper coverage of his death referred to him as "well known and greatly respected throughout the valley." Funeral services were held first at their Stevens Creek home and then at the Santa Clara M. E. church, from which he was buried in the Town cemetery. After her husband passed away, Harriet and her youngest son, Frank, left the home on Stevens Creek and moved into the Town of Santa Clara to their new dwelling at 1393 Santa Clara Stara Street. By now in his early twenties, Harriet's oldest son, William, was no longer living at home and like his father, was employed in the house building trade.

As previously mentioned, Santa Clara High School records list Frank Roberts at this address during the 1904-05 school year and the first appearance of this address is in the Polk and Husted City Directories in 1906. It shows Harriet Roberts as owning and residing at 1393 Santa Clara Street. The first time the address appears in the United States Census is 1910 and when it was taken on April 22nd of that year, it listed Harriet B. Roberts as owning the house "free and clear" and living here with her son, Frank. After his graduation from Santa Clara High School in June, 1905, Frank H. Roberts had attended the College of the Pacific and by 1910 was employed as a "paying" teller in a Bank. William was now married, lived in San Jose, and continued to work as a contractor in the house construction business.

A 1910-1911 photograph shows the residence at 1393 Santa Clara Street virtually the same as it appears today and the outline of the house in its current configuration is first shown on the 1915 Sanborn Fire Insurance map. Also this Sanborn map shows that the block's twelve residential lots had by now been fully developed and the alley between Santa Clara and Lexington Streets had been constructed.

Harriet B. Roberts appears to have resided here until the end of the decade, when both she and her son, Frank, disappear from official records. By now, William Roberts was living with his wife and children in Modesto, California, where he was self-employed as a designer and builder of dwellings. The last known record for any member of the Roberts family is that for Harriet's son, William E. Roberts, who passed away on September 10, 1928 when he was only 48 and was buried next to his father, Samuel, in the Santa Clara City Cemetery.

During the 1920s, the home appears to have been used as a rental property, with a series of short term renters. In 1919, Marcus Soll rented the home and the 1920 Census lists the residence at 1393 Santa Clara Street as rented and occupied by 49 year-old Richard Billisu, his wife, Leona, and their three daughters, Juliette, Louise and Edith. Richard was not employed but his 24 year-old daughter, Juliette, was employed as a student nurse in a hospital. From 1922-1924, John E. Freeman, a retired farmer, occupied the home and by 1926, it had been rented by Carl W. Smith. A Cabinet Maker, Carl Smith was employed at the Pacific Manufacturing Company and lived here with his wife, Belva, his son, Merle and his son's wife, Ruth. Merle was a Salesman of Musical Instruments. The residence was vacant for a portion of 1928 then rented by Charles C. Jaques and his wife, Sarah. In 1929, Frederick W. Fronicke and his wife, Nora M., moved into the home. Employed as a cannery worker at the Pratt-Low Cannery, Fronicke also rented the home for a year.

The 1930 Census, taken on April 15th, shows that the home at 1393 Santa Clara Street was now rented for \$25/month by 38 year-old, Benjamin A. Capp. Employed as an electrician for a refrigeration company, he had moved here from Glenwood, California where he had worked for the Railroad as a railroad maintenance man. Ben Capp was married to 32 year-old Saleta and they lived here with their three children, 13 year-old Ben, 9 year old Patsy and 3 year-old, Jocelyn. The Capps also had two children boarding with them, 10 year old, Margret Mackey and her sister, Laural Mackey, age 7. The Capp Family were be the last renters to occupy the home and would live here until 1932, when the residence was purchased by Frederick Keip.

(Continued on page 7, Form 523L)

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

Primary #
HRI #
Trinomial

Page 7 of 21

*Resource Name or # (Assigned by recorder) Harriet B. Roberts Residence

*Recorded by: Lorie Garcia

*Date 06/25/2018

Continuation

Update

(Continued from page 6, Form 523L)

When Frederick Keip moved into the subject residence he was 53 years old and married to Margaret Keip, who was 49. Frederick and Margaret had raised three daughters, who by now were no longer living at home. Frederick Keip was a native of Ohio and for decades had been employed as an automobile salesman, living and working in Ohio and Manhattan, New York City. Prior to moving to Santa Clara, Frederick worked in San Francisco where the Keips lived in an upscale apartment that rented for \$85/month. When Margaret and Frederick moved into 1393 Santa Clara Street, he was no longer an automobile salesman but had become District Manager for an Oil Company. Frederick Keip was a financially stable man. According to the 1940 Census he had earned \$3,300 the previous year and owned the house, valued at \$7,500, with no mortgage. The Keips would own the house until its purchase by Louis and Marie Bini in the mid-1960s.

Born in California in 1926 to Italian immigrant parents, Louis Bini had grown up in San Jose, become a civil engineer by profession and the owner of Louis M. Bini Associates. Louis and Marie moved into the residence and here they raised their five children, Sue, Adrienne, Tosca, Bob and Michael. For 50+ years Louis and Marie Bini lived at 1393 Santa Clara Street. In 2018, now elderly, the Binis moved to Grass Valley. In April of that year, they sold the subject property to the current owners, Lauren Wendland and Seif Mazareeb, who moved into 1393 Santa Clara Street in May.

Historic Evaluation

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

Age Requirement.

Constructed circa 1904, the subject residence at 1393 Santa Clara 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.

The property at 1393 Santa Clara Street has been beautifully maintained and the architectural integrity of the structure has not been diminished. There has been only minimal alteration to the home's exterior since it was constructed and all the visual and character defining features of the historic building have been preserved and retained. The residence retains its original configuration and location. 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 the immediate surroundings retain the majority of the qualities that reflect the period in which it was constructed.

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

(Continued on page 8, Form 523L)

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

Primary #
HRI #
Trinomial

Page 8 of 21

*Resource Name or # (Assigned by recorder) Harriet B. Roberts Residence

*Recorded by: Lorie Garcia

*Date 06/25/2018

Continuation Update

(Continued from page 7, Form 523L)

National Register of Historic Places Criteria.

There are not any events associated with the residence at 1393 Santa Clara 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 4 sets of owners over the 110+ 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 other occupants appear to be significant to the history of the region, Nation or State of California. It would therefore appear that the building at 1393 Santa Clara Street would not be eligible for the National Register based on Criterion B (associated with the lives of persons significant in our past). However, as a fine example of the Shingle architectural style that was constructed circa 1904, under National Register Criterion C the residence at 1393 Santa Clara Street does "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 does contribute to a potentially eligible Historic District. Therefore, it does appear that the building may be eligible for the National Register of Historic Places under Criterion C.

California Register of Historic Resources Criteria

The Criteria for listing in the California Register of Historical Places are consistent with those for listing in the National Register. However, they have been modified to better reflect the history of California at both a local and State level. Criterion 1 is the California Register equivalent of the National Register Criterion A (events) and California Register Criterion 2, the equivalent of National Register Criterion B (persons). The property at 1393 Santa Clara Street does not appear to be eligible for the California Register based on Criterion 1, or Criterion 2. Criterion 3 addresses the distinctive characteristics of a type, period, region, or method of construction. Characterized by the use of simple lines, broad gables, gentle curves, and rustic materials in reaction against the excessive decoration of the Queen Anne style, the Shingle style was a transitional style for domestic building from 1880-1910. Constructed circa 1904, the subject building is a fine example of the Shingle architectural style. The property remains as designed with only a minimal modification at the rear and the integrity of the residence is intact. Thus it appears to reach the level of significance necessary to be eligible individually for the California Register under Criterion 3.

City of Santa Clara Criteria for Local Significance

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

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

Prominently located on a corner lot, this building was among the first constructed on its block's newly developed residential lots. While it is not associated with a historical event or important individual or group, it does have a direct association with the broad patterns of Santa Clara history. It has interest, integrity and character and reflects the type of substantial homes built in Santa Clara in the last part of the 19th Century and first part of the 20th Century for owners who were people of means with a solid center and traditional values.

The subject property does meet Criterion 1 for Historically or Cultural Significance of the City of Santa Clara Criteria for Local Significance. However, it does not meet the remaining Criteria for Historically or Cultural Significance.

(Continued on page 9, Form 523L) a

(Continued from page 8, Form 523L)

Criteria for Architectural Significance:

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

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

The residence at 1393 Santa Clara Street was designed and constructed circa 1904 in a local adaptation of a Shingle home, an architectural style associated with a particular era. Shingle Style, which was named by architect Vincent Scully in the 1950s, was a transitional style that occupied a period from around 1880 to 1910. It began in New England and then spread west, to the mid-Atlantic, Chicago and finally, by the late 1890s, to the west coast. A highly interpretive and imaginative "cottage" style, the Shingle architectural style has variously been described as "the first modern American house style," "the first wave of the Colonial Revival," and "a subset of the Queen Anne Revival."

3. The property is architecturally unique or innovative.

Although not innovative, the Shingle architectural style is sufficiently unusual that, absent many more Shingle style houses being found, it is a very unusual style within the City of Santa Clara. Thus the residence at 1393 Santa Clara Street meets this criterion.

5. The property has a visual symbolic meaning or appeal for the community

Prominently located on a corner lot, this stately house with its gambrel roof provides a strong symbolic and visual appeal for Santa Clara as an rare example of a Shingle style residence.

7. 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.

Except for the slight alteration to the rear entry stairs, the exterior of the residence at 1393 Santa Clara Street has been unmodified since its construction circa 1904 and the building displays the simple lines, broad gables, gentle curves, and rustic materials that characterize the Shingle architectural style. In particular, character defining features displayed by the home include, but are not limited to, its near uniform sheath of wooden shingles on the second story; its prominent gambrel roof, broken by front and rear facing hip roofed, gabled dormers and eaves close to the wall so as not to distract from the shingle wall covering; its rectangular footprint; its asymmetrical facade; its prominent, curved front porch; its use of stone (cobblestone) on the foundation, porch and supporting porch column; its wood framed, double-hung windows with diamond shaped panes; its use of a decorative curving row of shingles over window frame tops.

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

Criteria for Geographic Significance:

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

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

The subject property is located within the area of Santa Clara known as the "Old Quad" neighborhood, the area that reflects the history of the city's early development. Due to neighborhood's proximity to the Town's business district, as the block of the "Old Quad" in which the Harriet B. Roberts residence is located was subdivided and developed into residential lots during the late 19th and early 20th Century, the new homes constructed on the new lots tended to be substantial dwellings, such that at 1393 Santa Clara Street, and also tended to be owned by members of the business and professional community. These historic residential properties contribute to the historic setting that reflects the neighborhood's role in the broad patterns of Santa Clara's early development.

(Continued on page 10, Form 523L)

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

Primary #
HRI #
Trinomial

Page 10 of 21

*Resource Name or # (Assigned by recorder) Harriet B. Roberts Residence

*Recorded by: Lorie Garcia

*Date 06/25/2018

Continuation Update

(Continued from page 9, Form 523L)

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

The majority of the existing residential structures on the block lying between Lexington, Monroe, Santa Clara and Madison Street, identified as Block 3 South, Range 4 West, were constructed between 1894 and 1910 and maintain their original configuration and integrity from the time of their construction,. Currently most of these homes are listed on the City of Santa Clara's Historically and/or Architecturally Significant Property List. One of these is the subject property at 1393 Santa Clara Street,. Due to the fact that no significant changes to either the residence of lot configuration have occurred since its construction in 1904, this residence's architectural style, form and massing and character-defining details are all compatible with the neighboring and nearby historic homes in this area of the "Old Quad." The corner location of the historic residence at 1393 Santa Clara Street results in a highly visual contribution to the neighboring homes.

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

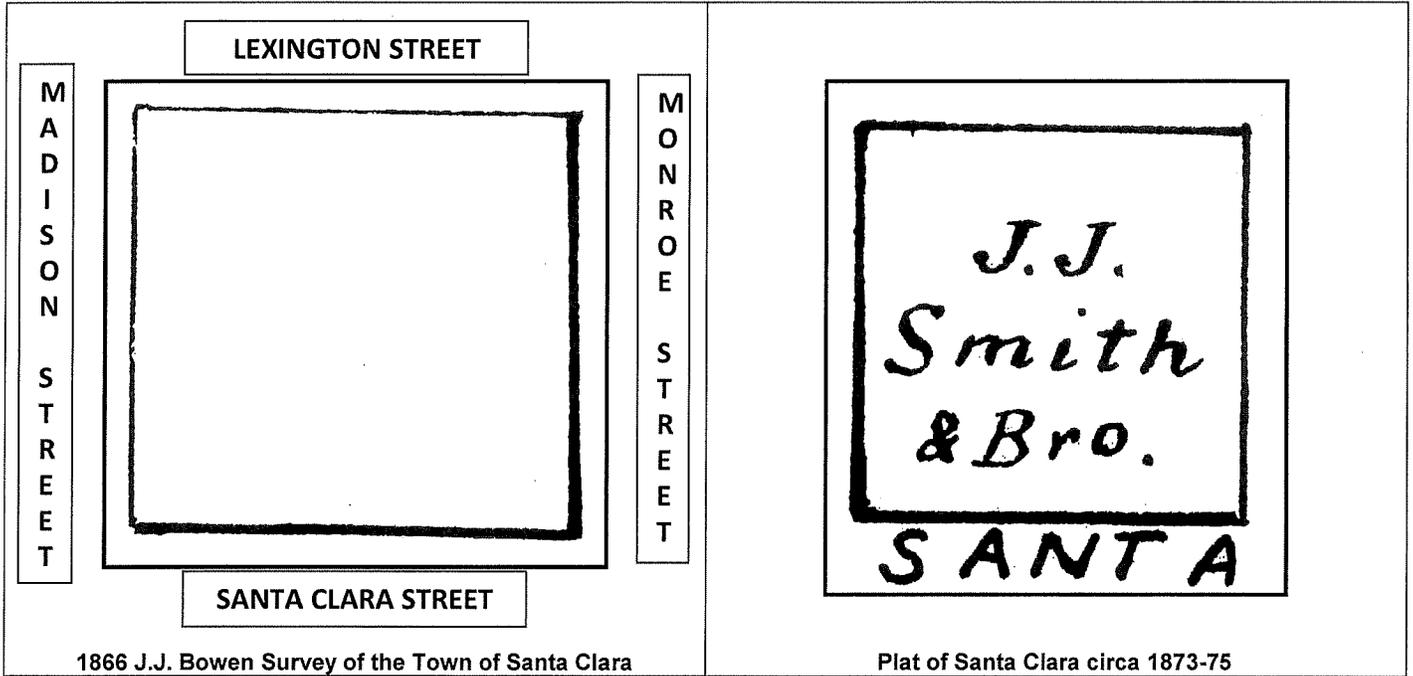
Criteria for Archaeological Significance:

As the property at 1393 Santa Clara 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.

Conclusions and Recommendations

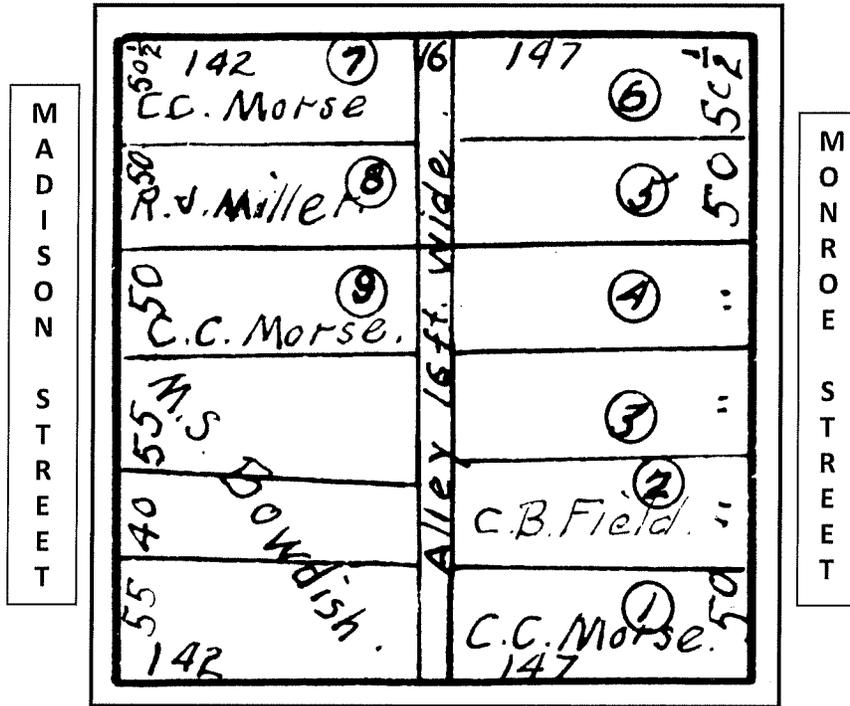
Currently, this property is on The City of Santa Clara Architecturally or Historically Significant Properties list. In this update of the November 17, 1980 Historic Resources Inventory for the City of Santa Clara, the evaluator finds 1393 Santa Clara Street to be a distinguished example of the Shingle architectural style and, as it has undergone only minimal alteration since the time of its construction, 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.

HISTORIC MAPS



1866 J.J. Bowen Survey of the Town of Santa Clara

Plat of Santa Clara circa 1873-75

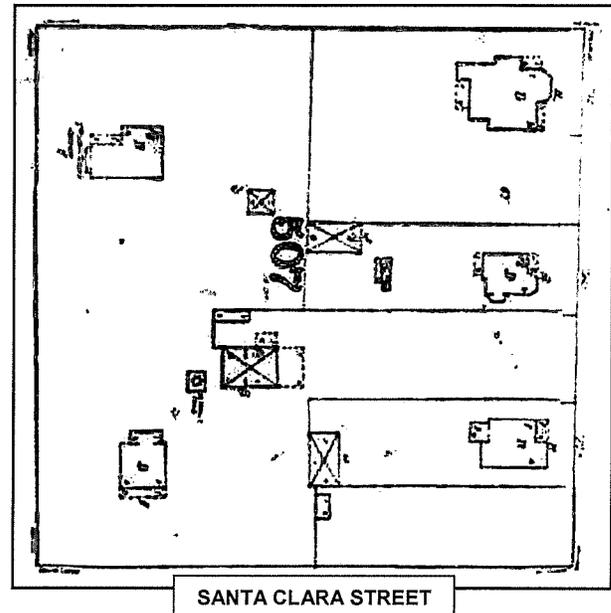


1893 C.E. Moore Map of the Town of Santa Clara

SANBORN FIRE INSURANCE MAPS

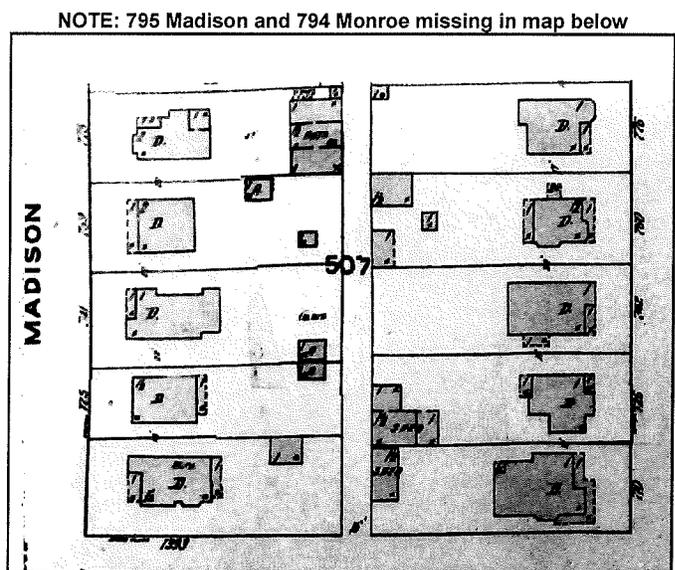
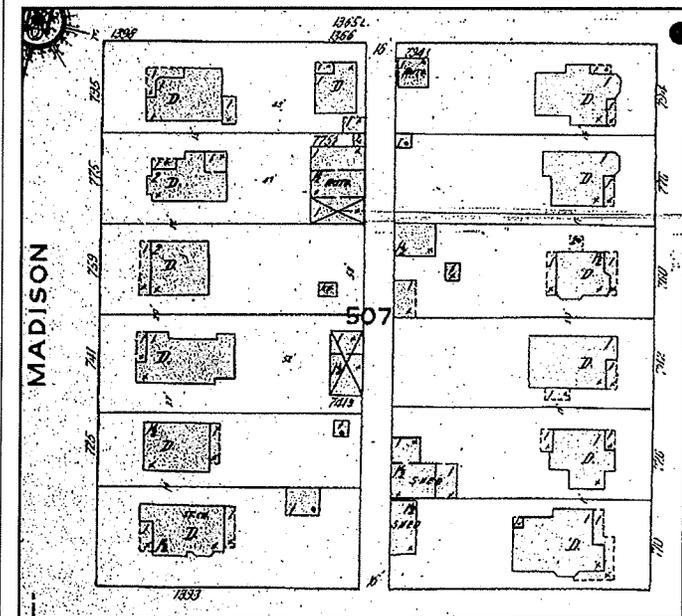
1891 SANBORN MAP

1901 SANBORN MAP



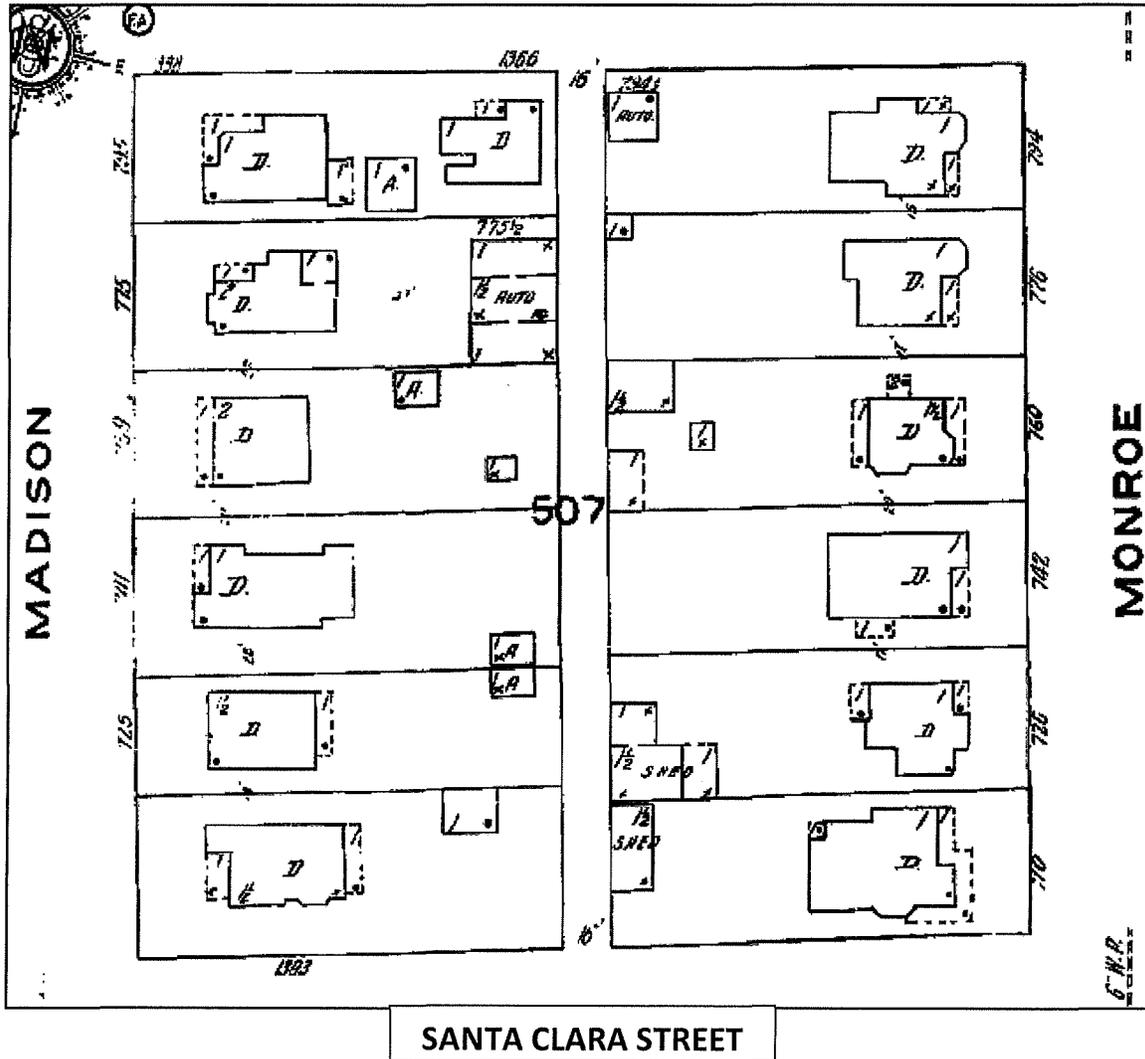
1915 SANBORN MAP

1930 SANBORN MAP



SANBORN FIRE INSURANCE MAPS

1950 SANBORN



Page 14 of 21

*Resource Name or # (Assigned by recorder) *Harriet B. Roberts Residence*

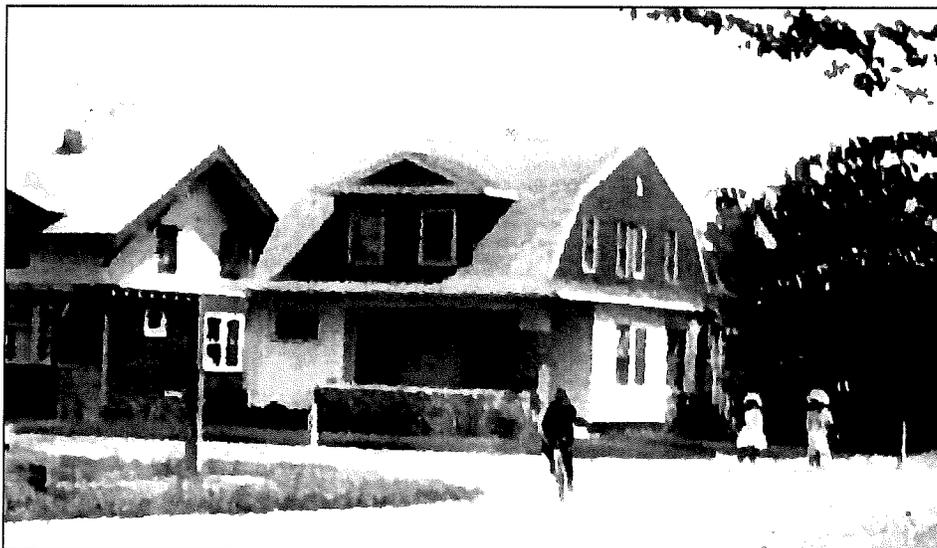
*Recorded by: Lorie Garcia

*Date 06/25/2018

Continuation Update

HISTORIC PHOTOS

Mrs. Carmelita Emig is photographed in front of her home at 1460 Santa Clara Street circa 1910-1911. 1393 Santa Clara St. appears behind her, upper right on the photo. Photo below left: close-up of home, showing railing & balusters of original rear entry side-stairs.



Additional Photos



2018 Google aerial view of 1393 Santa Clara Street, showing the placement of the residence and detached garage on the property along with the large street trees. Also shown is the alley that bisects the block and provides access to each property's parking structure.

Additional Photos



Photo No: 100_2358

View: South side-elevation showing walkway and main entry

Photo Date: May, 2018; Camera Facing: NW



Photo No: 100_2363

View: South side-elevation showing first story bay and cobblestone sheathing

Photo Date: May, 2018; Camera Facing: N

Additional Photos



Photo No: 100_2345
View: Partial North side-elevation
Photo Date: May, 2018; Camera Facing: S

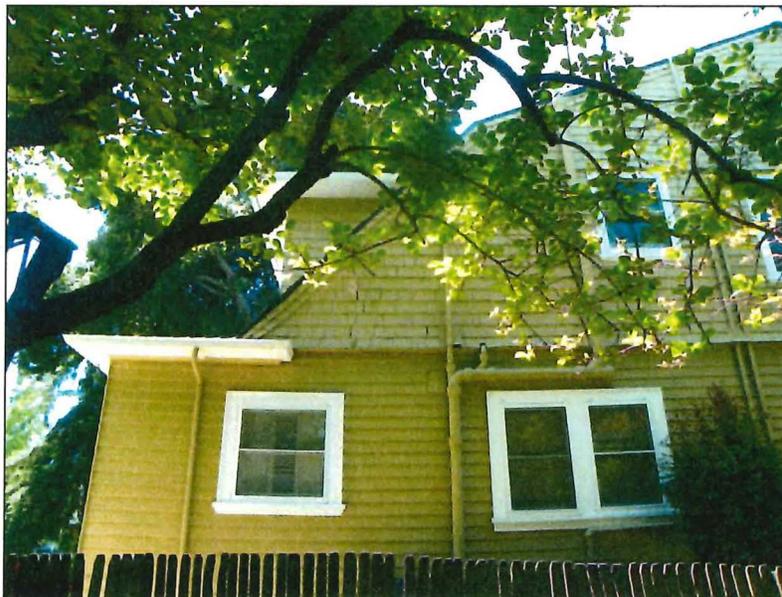


Photo No: 100_2344
View: Partial North side-elevation showing rear enclosed porch and upper projecting gable
Photo Date: May, 2018; Camera Facing: SE

Additional Photos



Photo No: 100_2378

View: Rear (east) facade and partial south side-elevation

Photo Date: May, 2018; Camera Facing: West

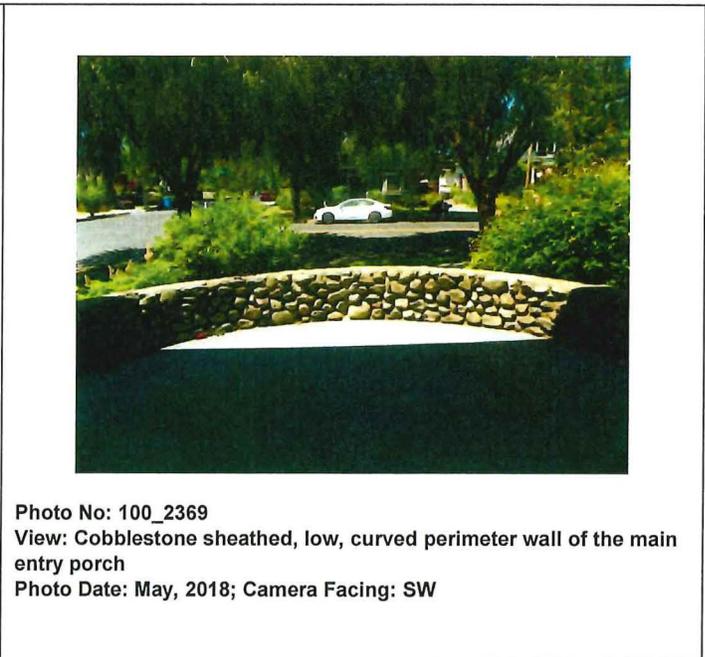
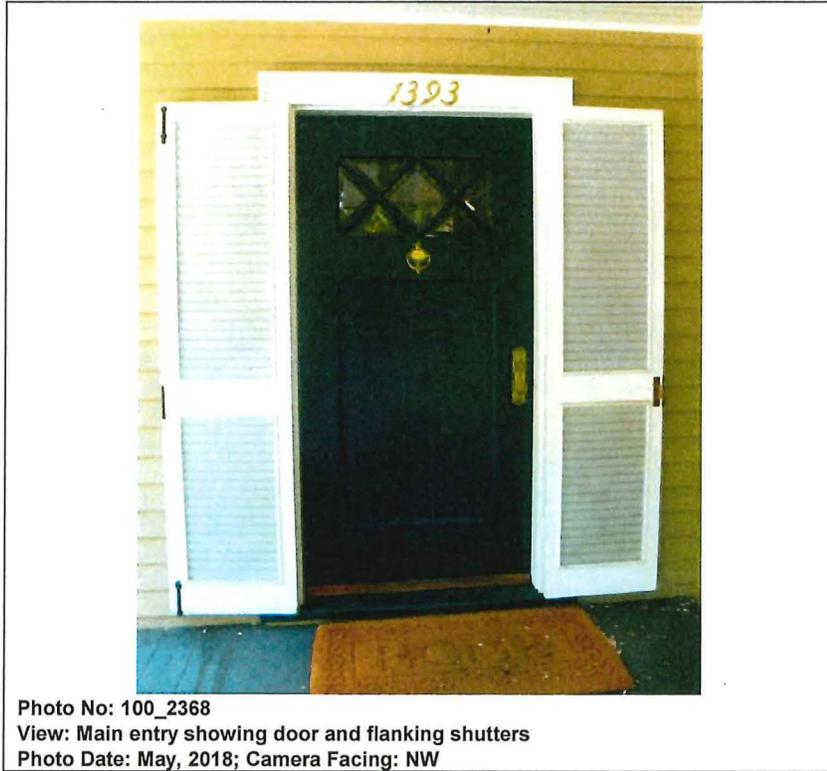


Photo No: 100_2347

View: Partial rear facade showing rear projecting gable dormer & lower rear enclosed porch

Photo Date: May, 2018; Camera Facing: SE

Additional Photos



Additional Photos



Photo No: 100_2374
View: First story window with distinctive diamond shaped panes with crossed muntins in upper sash.
Photo Date: May, 2018; Camera Facing: NE



Photo No: 100_2348
View: North side-elevation 2nd story window with curved row of shingles over the top of the window trim.
Photo Date: May, 2018; Camera Facing: SE



Photo No: 100_2358
View: Front facade & South side-elevation second story windows with curved row of shingles that have saw-tooth ends & latticed muntin enhanced beveled glass panes in upper sashes.
Photo Date: May, 2018; Camera Facing: NW



Photo No: 100_2360
View: Showing wood louvered Attic Vent with curved row of shingles arching over vent top and the double row of shingles that finish the ends of the eaves.
Photo Date: May, 2018; Camera Facing: NW

Additional Photos



Photo No: 100_2375
View: Detached garage with office space (not original)
Photo Date: May, 2018; Camera Facing: N



Photo No: 100_2383
View: Detached garage and short driveway off of the alley.
Photo Date: May, 2018; Camera Facing: SW



Photo No: 100_2380
View: Rear yard, view towards boundary fence with 725 Madison St.
Photo Date: May, 2018; Camera Facing: NW



Photo No: 100_2382
View: Rear yard, view towards alley.
Photo Date: May, 2018; Camera Facing: NE

Exhibit "C"
Secretary of Interior's Standards for Rehabilitation

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

EXHIBIT D

Mills Act request for 1393 Santa Clara St. Santa Clara, CA 95050

We the owners of the property at 1393 Santa Clara St. Santa Clara, CA 95050 respectfully request your consideration for a Mills Act contract. We recently purchased the home and are excited to preserve and restore the structure to its initial state. Our work as detailed below will first focus on ensuring the structure is sound and safe from shifting. We will then focus on repairing aging elements that will help further preserve the home to its period and beauty. A home of this age requires significant initial investment up front and will demand continuous efforts towards the maintenance - The property tax relief afforded by The Mills Act will help immensely in our ongoing efforts to support a beautiful historic house of this nature.

Our home is a two story Shingle and retains many of its original features. The signature characteristic of the home is the gambrel roof line. The facade is ornamented in wood shingles and is distinguished by a cut-out front porch with river rock lining the base and columns. The original windows maintain the diamond shape seams and add to the overall charm. The home is located in the old quad and I believe contributes to the charm and history of the neighborhood. We are truly passionate about our new home and look forward to being its caretakers. Again, the Mills Act will help facilitate the rehabilitation in the structure's foundation and provide us with the ability to protect and maintain the original charm in the years to come.

10 Year Plan:

Year 1 (2019):

Immediate maintenance:

- Replace shingles, several distressed external panels and repair cracks in the facade to avoid further damage from the elements.
- The house has a very unique gable roof line - Gaps exist in the roof on the gable/curve transition lines, which need immediate repair.
- Downspouts and gutters need to be cleaned and re-attached at certain points.
- Repair and replace rotten wood on the front porch and back deck.

Years 2-4 (2020 -2022):

The house is still on the original brick foundation, requiring foundation replacement to code and the restoration of the partial basement to original state. This is a relatively big and expensive project, thus is broken into a 3 year plan, phase 1, 2, and 3:

Phase 1: House lift up and foundation replacement.

Phase 2: Restore the partial basement to original state.

Phase 3: Fix the cracks in the exterior river rock facade at the base surrounding house to the original state.

Year 5-6 (2023-2024):

The house is running on old piping and electrical systems:

Phase 1: Install new pipes system (repipe).

Phase 2: Rewire the electrical systems.

Years 7-8 (2025-2026):

A key part of the character and uniqueness of the house are the windows. The window restoration is major project to restore and maintain to the original look and feel. Thus this will be a 2 phase project as well:

Phase 1: Restore and fix cracks/gaps on custom windows on the bottom floor.

Phase 2: Restore and fix cracks/gaps on custom windows on the top floor

Year 9: (2027)

By year 9, we expect roof to have exceeded its lifespan requiring a roof replacement.

Year 10: (2028)

- Repaint the house and trimm.
- Refinish exterior doors, including the restoration of the brass antique knobs and hardware.