

**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 Pear Tree Investments, LLC, owner of certain real property located at 1365 Main Street ("OWNER") and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("CITY"). CITY and OWNER 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 OWNER 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) OWNER possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2023 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 209-05-109, and generally located at the street address 1365 Main 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. OWNER submitted a Mills Act Proposal to City on December 23, 2021. 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 OWNER, 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 et.seq. of the California Revenue and Taxation Code.

B. **Agreement.**

NOW, THEREFORE, CITY and OWNER, 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 OWNER or CITY desires in any year not to renew the Agreement, OWNER or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNER to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNER 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) OWNER 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 OWNER of nonrenewal. If either CITY or OWNER 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) OWNER 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) OWNER 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 OWNER 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) OWNER 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
Historic Property Preservation Agreement/1365 Main Street
Typed: 9/30/2024

a party appointed by CITY, to determine OWNER' continued compliance with the terms of this Agreement. OWNER 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) OWNER 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 OWNER 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 OWNER 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 OWNER 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 OWNER breached any of the terms or conditions of this Agreement; or

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

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

(c) In the event of cancellation, OWNER 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 OWNER 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 OWNER 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 mediated 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 OWNER hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNER 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 OWNER 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 OWNER 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 OWNER' legal interest in the Historic Property.

(c) CITY and OWNER 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 1365 Main Street), and OWNER.

(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: Pear Tree Investment, LLC
2185 The Alameda #150
San Jose, CA 95126

(b) Prior to entering a contract for sale of the Historic Property, OWNER 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, OWNER 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 OWNER shall become legally liable arising from OWNER' 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 has been made through the Planning Division and shall include the following:

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

(15) Mills Act Historic Property Contract Approval. Based upon the Historical and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNER. 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 Department may collect such Mills Act Historic Property Contract application fee 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 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.

(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 Planning and Building Inspection 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 OWNER 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:

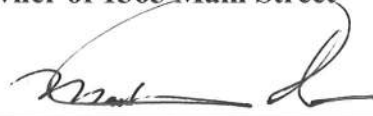
Office of the City Attorney
City of Santa Clara

Jovan D. Grogan
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

**Pear Tree Investments, LLC
Owner of 1365 Main Street**

By: _____


Pear Tree Investments, LLC
2185 The Alameda, #150
San Jose, CA 95126

“OWNER”

Exhibits:

- A – Property Legal Description
- B – Primary Record; DPR report
- C – Secretary of Interior’s Standards for Rehabilitation
- D – Description of the Preservation and Restoration Efforts

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara)

On OCTOBER 7, 2024 before me, Susan Bunce, Notary Public
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)

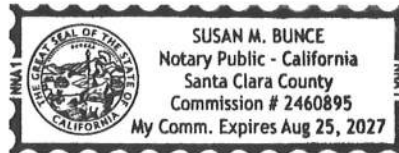


Exhibit A
Legal Description

REAL PROPERTY IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL B AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD JULY
18, 2024 IN BOOK 963 OF MAPS, AT PAGES 26-27, SANTA CLARA COUNTY RECORDS.

**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 _____

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*Resource Name or #: (Assigned by recorder) *Manuel and Lorraine Freitas House*

P1. Other Identifier: *1365 Main Street, 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 1365 Main 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: *269-05-082*

East side of Main Street between Harrison and Lewis Streets

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

1365 Main Street is located in the urban setting of an unusual block of houses that was primarily developed in the early 1890s and the first quarter of the twentieth century. Divided in half by an alley, which runs east to west through the middle of it, the southern portion of the block was developed from 1891 to the mid-1890s. Known as the Harrison Street Block, the block's southern portion consists of a group of seven homes of one-and-one-half to three story variations of the architectural styles popular during this period, with similar setbacks from the street and urban sized front yards. With the exception of a house constructed in the 1860s, development of the block's northern portion began after 1910. Due to the differing periods of development, the lots on the block have varying widths and

(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 ENE) Photo No: 100_2893, 12/2021

*P6. Date Constructed/Age and Source:

Historic Prehistoric Both
1911-1912

Assessor's Records, City Directories, Newspaper Articles, Sanborn Maps.

*P7. Owner and Address:

*Pear Street Investment, LLC.
2185 The Alameda #150
San Jose, CA 94012*

*P8. Recorded by: (Name, affiliation, and address)

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

*P9. Date Recorded: *February 15, 2022*

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

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") *Historic Resources Inventory Form " Multiple property; 1346, 1356, 1357, 1365, 1386, 1407, 1436, 1460 Main St." dated December 28, 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):

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

depths, ranging from those on the southern half being mostly 41' wide and 140' deep, to those on the block's northern half, which range from 40' to 80' wide with depths that range from 60' to 152.70' deep. Like the surrounding blocks, the streetscape is a pleasant one which evokes the sense of an early Santa Clara neighborhood.

Originally the subject home was situated on a large 14,386 sq. ft. parcel that was divided into two lots in 1994, so that today it is located on the 9,587 sq. ft., L-shaped lot, which resulted from this division. This lot has one home facing Main Street (1365 Main) and a second home fronting on Lewis Street (1070 Lewis). The subject home at 1365 Main Street fronts roughly west onto Main Street and is set towards the front of a 54' x138.33', 7,469.82 sq. ft., portion of the L-shaped lot. It is set back from the street enough to allow for a modest cultivated lawn and narrow brick-edged planting beds with ornamental shrubbery. On the north side of the property, a wide concrete driveway leads to a detached garage. A wide, south side-yard with a brick-paver walkway adjacent to the house and fruit trees and plantings fills the space between the house and the south property line. A short, wide, straight, concrete walkway, leads from the Main Street sidewalk to the front (main) entry. Concrete walkways branch off from this walkway with one leading to the driveway and the other to a gate that leads into the south side-yard. This gate is built into a high wood fence that runs from the front corner of the house to a fence on the south property line and secures access to the home's south side and rear yard. A wrought-iron, gated, fence with a sliding wrought-iron gate across the driveway, adjacent to the Main Street sidewalk, secures access to the front, north side and rear of the property. A neatly trimmed hedge set between the fence and the sidewalk softens the severity of the fence.

To the rear of the house and reached by the straight driveway from Main Street, is the detached, street-facing, rectangular, gabled roof, wood-framed garage, sheathed in wide, horizontal wood siding. It is set near the rear of the house, adjacent to the north property line. The garage appears to have been constructed ca. 1911-12 and is in deteriorated condition. A second large garage, which opens on to Lewis Street, originally constructed pre-1930 for 1365 Main Street is currently used for 1075 Lewis Street.

The rear of the property is deep with a concrete patio adjacent to the house and a wide, concrete walkway that extends from it and leads to a small accessory dwelling unit that abuts the south property line. Fruit trees, vegetable and flower beds with connecting dirt paths fill most of the rear yard space. As the subject home is on an L-shaped lot that has two houses with no division between the open area that comprises their rear yards, the rear yard space for the subject house at 1365 Main Street is indistinguishable from that of the

house that fronts on Lewis Street. And, as this is an L-shaped lot with two existing houses on it, fencing is unusual. A high wood fence runs along the south property line and connects with a similar fence, which continues along the east property line past the Lewis Street house to a point where it connects to a lower wrought-iron fence that then runs to Lewis Street. Similarly, a portion of the L-shaped lot's west and north property lines are bordered by a high wood fence, which then connects to lower wrought-iron fencing.

Originally the mirror image of the neighboring house at 1357 Main Street, the primary building on the site is a 1,375 sq. ft., one-story house constructed in 1911-1912 and designed as a Craftsman Bungalow in a vernacular version of the Craftsman architectural style's cross-gabled roof subtype. The plan of this wooden, single-family residence is squared, set over a partial basement,

(Continued on page 3, Form 523L)

Supplemental Photograph or Drawing



Description of Photo: (view, date, accession #)
(Camera pointing E) North side-elevation and partial front façade. Photo No: 100_2894; 12/31/2021.

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

Primary #
HRI #
Trinomial

Page 3 of 26

*Resource Name or # (Assigned by recorder) Manuel and Lorraine Freitas House

Recorded by: Lorie Garcia

*Date 02/15/2022

Continuation Update

(Continued from page 2, Form 523L)

which slightly elevates the living area above the ground. It is distinguished by a prominent side-facing (north-south) low-pitched, gabled roof punctuated by a subordinate front-facing gabled roof that projects from its west slope. As is characteristic of this architectural style, it has a moderately wide, unenclosed eave overhang. Both the front-facing and side-facing gable's rake eaves are supported by knee braces and trimmed with unusual and decorative verge boards (original). The verge boards are multi-layered with a space before a small, final board. The knee braces project through this space with a notch near the end that rests upon the board. (The low-pitched gabled roof, verge boards and knee braces are character-defining features of the Craftsman architectural style.)

On the front, as part of alterations made in the 1960s, which included a new interior front room, a portion of the west face of the side-facing gabled roof has been altered to form a shed roof across the extended portion of the house and the new front porch, truncating the inner corner of the original front-facing gable. Supported at each end by knee braces and trimmed with the same decorative verge boards that appear on the original house, the shed roof has unenclosed eaves and exposed roof rafters. In the rear, a shed roof that projects from the east face of the side-facing gabled roof, covers a 1940s extension that projects from a portion of the home's rear-elevation. Neither shed roof is original. Composition shingles sheathe the various roof forms

Stucco, which was applied in the 1960s over the home's original wide, horizontal, wood siding, sheathes the body of the house. A small, partially recessed front porch (not original) is set in the middle of the front façade. A narrow, tall, horizontal, opening in the porch's open end, admits light into the porch. Low, wooden stoops are set to either side of the steps and at the top of either side of the entry stairs, plinths provide a decorative element. Another decorative element is found in the wide board, supported by small corbels, which trims the top of the of the porch opening.

The principal entrance is on the front (west) façade. Offset on the porch, it faces Main Street and is accessed by 3 wooden steps, which lead to a wood porch from the concrete walkway that connects to the Main Street sidewalk. This entrance has wide wooden trim with a plain narrow edging that surrounds the entry door. The wooden door (original) has multiple glass panes, typical of the Craftsman Bungalows found locally. A secondary entry set into the original rear (east) façade, adjacent to the driveway, is accessed by 3 concrete stairs leading to a wide concrete landing. A wrought-iron railing is set on the outside of the stairs. The entrance is framed with narrow wood trim. The wooden door has a design of two small square panels on top with two sets of two horizontally orientated panels below. The entry appears original; however, the door is a replacement.

Another secondary entry set into the rear of the 1940s addition on the rear (east) façade, is accessed by 3 concrete stairs leading to a narrow concrete landing. Wrought-iron railings edge the stairs and landing. The wooden door has a large glass pane in the top half set over a wood panel in the lower. (This entry and door appear original to the 1940s addition but not to the original 1911-1912 house.) A unusual aluminum overhang (not original) shelters the entry below. Both rear entry doors are set flush with the house. Set at ground level, adjacent to the addition's rear entry, a pair of hinged doors, comprised of wood boards that open in the middle, provide access to the steps that lead into the basement.

Other character-defining features of this home include its windows, which are mainly typical Craftsman style with two or more windows often grouped together, casement or double-hung windows and simple window surrounds. Fenestration on the front façade consists of a ribbon of three (3) casement windows (original) set in the wall under the front-facing gable. The casement windows are narrow, vertically orientated and wood-framed, each having 10 panes separated by muntins. They have a surround consisting of wide wood boards edged with a plain narrow trim and projecting sills. Set into the opposite side is a ribbon of four (4) casement windows. These also are narrow, vertically orientated and wood-framed however, these each have 8 panes separated by muntins. (These casement windows date to the 1960s alteration to the house.)

Those on the north side-elevation are all original and display a mix of Craftsman style windows. On the north side-elevation, closest to the front, is a ribbon of four (4) casement windows, identical to three found on the original front façade. In the middle is a pair of small one-over-one, vertically orientated double-hung windows. Grouped together towards the rear are three (3) medium-sized one-over-one, vertically orientated double-hung windows. All have surrounds consisting of wide wood boards edged with a plain narrow trim and projecting sills. On the south side-elevation, closest to the front, is a ribbon of four (4) casement windows. They are narrow, vertically orientated and wood-framed and each have 8 panes separated by muntins. They have a projecting sill but no surround. (These casement windows date to the 1960s alteration to the house.) Going towards the rear is a ribbon of three (3) medium-sized four-over-

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one, vertically orientated double-hung windows, followed by a pair of identical windows. All have projecting sills and surrounds consisting of wide wood boards edged with a plain narrow trim. (Both sets are original.). Closest to the rear is a single medium-sized one-over-one, double-hung window. It has a projecting sill and is surrounded with narrow back-banded trim. (This window appears to date to the 1940s rear addition.)

Fenestration of the home's rear façade consists of an aluminum-framed sliding window with no trim set into the wall on either side of the rear entry into the 1940s rear addition. (These are not original.)

Set at basement level, three (3) small wood-framed original windows, one on the north side-elevation and two on the south side-elevation, allow light into the basement. Like the original windows of the house, they are surrounded by wide wood boards edged with a plain narrow trim. Smaller sized openings with no trim, set around the perimeter of the foundation, allow for basement ventilation.

With the exception of the alterations made in the 1940s and 1960s, prior to its addition to the City of Santa Clara's Architecturally or Historically Significant property list in 1980, the residence at 1365 Main Street appears to have had little external change since the time of its construction in 1911-1912. It has been well maintained and is in good condition.

*NRHP Status Code *N/A*

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*Resource Name or # (Assigned by recorder) *Manuel and Lorraine Freitas House*

- B1. Historic Name: *None*
 B2. Common Name: *None*
 B3. Original Use: *Single family residential* B4. Present Use: *Single family residential*
 *B5. Architectural Style: *Craftsman Bungalow*
 *B6. Construction History: (Construction date, alterations, and date of alterations)
The residence was constructed in 1911-12. 1940s – Rear addition with new rear entry constructed. 1960s – Front façade altered. This included the creation of a new interior front room by enclosure of the original front porch and construction the new room in front of it; removal of the original casement windows and their re- installation in the front and south side-elevations of new room; creation of new shed roof over new space; construction of new front entry porch.
 *B7. Moved? No Yes Unknown Date: _____ Original Location: _____
 *B8. Related Features:

Small garage, constructed ca 1911-12, relocated to north property line ca. 1933. Large garage at rear property line (currently used for 1070 Lewis Street), constructed late 1920s.

- B9a. Architect: *Not known* b. Builder: *Not known*
 *B10. Significance: Theme *Architecture and Shelter* Area *Santa Clara Old Quad*
 Period of Significance *1926-2020* 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 1037 Harrison Street is a portion of a larger parcel that had originally been identified as Block 4 North, Range 1 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.")

This block framed by Harrison, Washington, Lewis and Main Streets had not been subdivided in 1866 and Lot 1 encompassed the entire block. According to the list of property owners and their improvements, which accompanied the 1866 survey, this was a 93177 sq. ft. tract, which contained 4 frame houses whose exact locations are unknown. The owner of both this block and the block immediately to the north was shown to be James Harris. Originally from Scotland, he had arrived in Santa Clara prior to 1852. Harris, a blacksmith, is shown on the 1868 Poll List for Santa Clara as having his residence on the subject block "near the corner of Lewis and Main."

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

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

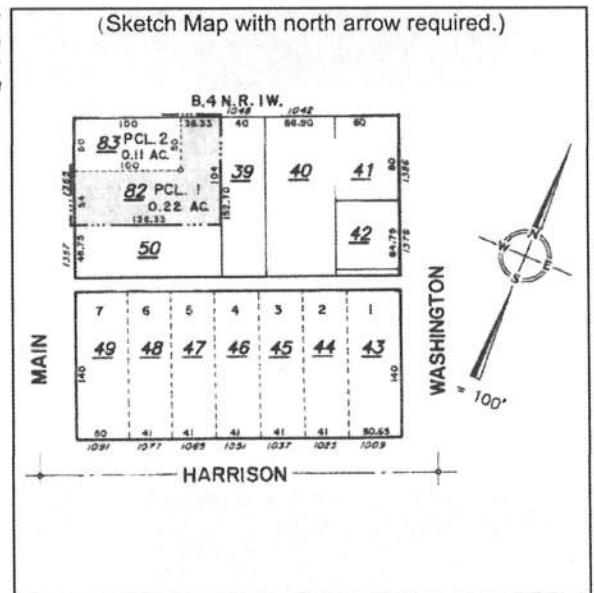
*B12. References: *Garcia, Lorie, "Santa Clara: From Mission to Municipality," 1997; Foote, H.S., "Pen Pictures From the Garden of the World," 1888; Lick, Sue Fagalde, "Stories Grandma Never Told: Portuguese Women in California," 1998; Map of the Town of Santa Clara, drawn by C. E. Moore, 1893; McAlester, Virginia & Lee, "A Field Guide to American Houses," 1991; Polk and Husted City Directories, 1910 -1979; San Jose Mercury Herald, 11/23/1916, 05/10/1921, 09/06/1921, 09/13/1937; Sanborn Fire Insurance Maps, 1891, 1901, 1915, 1930, 1950; San Jose Mercury Herald, 06/15/1917, 03/20/1926, 11/17/1939, 01/04/1946; San Jose Mercury-News, 08/03/1952, 03/15/1953; San Jose News, 03/09/1960; Santa Clara Weekly, 06/28/2017; The Evening News, 06/03/1893, 01/13/1941, 01/26/1956; United States Census: 1880, 1900, 1910, 1920, 1930, 1940; Wagner, Julie [Freitas] and Christina, Communication, January & February, 2022.*

- B13. Remarks:

*B14. Evaluator: *Lorie Garcia*

*Date of Evaluation: *February 15, 2022*

(This space reserved for official comments.)



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that had been surveyed nine years earlier. However, by then the block was owned by Samuel A. Bishop, who like James Harris had arrived in California during the Gold Rush. Born on September 2, 1825 in Albemarle County, Virginia, in 1848, he crossed the plains by ox-cart along the Santa Fe Trail, arriving in Los Angeles in October 1849. He spent two years mining in the Mariposa mines, then became an Indian trader along the Fresno River, eventually being in charge of all the Indians in the area. He then purchased the great Castro grant and became responsible for the establishment of Kern County, where he became one of its first County Supervisors. In 1867, S. A. Bishop resigned that office and moved to San Jose.

Here, among his many entrepreneurial activities, he invested in the purchase of several large tracts of land, started the street railway system where he acted as "President" of the San Jose and Santa Clara Horse Railroad, and among his many other business interests was Vice-President of the San Jose Savings Bank and President of the San Jose Homestead Association. By 1873, he had purchased the subject block from James Harris and the end of the 1880s, while keeping ownership of the north half of Block 4 North, Range 1 West, Samuel A. Bishop sold the south half of the block to Hervey Morgan Leonard. When Bishop unexpectedly passed away on June 3, 1893, he still owned the north half of the block, which is where 1365 Main Street would later be constructed, and it was included in his \$100,000 estate, which went into probate. Probate became complicated due to the fact that in 1890 he divorced his first wife, Francis on grounds that she had deserted him, and married his second wife, Elizabeth, to whom he had willed his estate. Although Francis had received a fair divorce settlement and married again, she sued the estate on "failure to provide." It wouldn't be until 1902 that the estate was finally settled.

Among the properties in S. A. Bishop's estate, which were now sold, was the large 21,129.90 sq. ft. lot at the SE corner of Lewis and Main Street, north of the alley that divided the block. It was acquired by Isaac Newton Thompson. Born in Indiana around 1824, I. N. Thompson had come to California in 1849 with his wife, Anna and by 1850 had settled in Santa Clara. By 1852, when the Town of Santa Clara was incorporated, he had already started acquiring what would soon be large landholdings adjacent to the town and started raising a family.

During the following decade he invested in Quito Rancho land and property in the neighboring community of Meridian. As delineated in the 1876 Thompson and West, Historical Atlas of Santa Clara County, by then Isaac N. Thompson owned the 355.03-acre Bennett Bennet Tract. This large land holding was Tract II of Mary Bennett's 2 land grants, lying west of the road to Saratoga, and following her death in early 1869, he had purchased it from her heirs. The October 1869 Poll List for the Santa Clara Precinct, shows that by now he is living on this land. As shown on the 1866 List of property owners that accompanied the first official Town Survey, he also purchased small parcels within the Town limits. The Survey lists him as the owner of the 11,547 sq. ft. Lot 1 and also the 25,291 sq. ft. Lot 3 of Block 5 North, Range 1 West, the block immediately north of the subject block. Described as a "Farmer" and also as a "Capitalist," on the 1870 Census, it shows that by then he had become a wealthy man with the value of his Real Estate listed as \$29,000 and that of his Person Estate shown to be \$30,410.

In the early 1870s, his wife, Anna, passed away following the birth of their 6th and 7th children (twins) and in 1874 he married his second wife, Emily A. C., who had been born in 1839 in Illinois and arrived in Santa Clara in 1862. Isaac N. Thompson continued to participate in the purchase and sale of land and also in its development. He invested in that portion of what was at that time called the Saratoga and Santa Cruz toll road lying within Santa Clara County and in 1880 sold it to the County. Throughout the 1880s and 1890s, he continued to be a land speculator. By the turn of the Century, he and Emily resided in a house at 1085 Clay Street on a lot he owned at the NE corner of Clay and Main Streets. When he passed away at age 90, on August 5, 1913, Isaac N. and Emily A. C. Thompson were living in the recently constructed house, located at 1365 Main Street, on the property he had purchased from Samuel A Bishop's estate. (Note: this house and the one next door at 1357 Main Street, which is its mirror image, had to have been built between 1911 and 1912, as the address does not appear on the 1910 Census but the 1913 City directory, which came out in January, lists Emily as already living at 1365 Main Street.)

Following I. N. Thompson's death, Emily A. C. Thompson continued to live in the subject residence at 1365 Main Street until 1918, when she moved in with her daughter, at 1321 Bellomy Street. (She was living here when she passed away in 1928.) In 1919, the home at 1365 Main Street was sold to George W. Lyle.

Born in 1885 in Missouri, George W. Lyle had grown up in Santa Clara, where as a young man he started work as a constable. In 1910

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he married Ora Van Curran. In 1918, he was elected the Sherriff of Santa Clara County, the position he held when the following year he purchased the subject home at 1365 Main Street. Thirty-four-year-old George moved into the home with Ora and their two sons, George, age 7 and 2 ¾ year-old Robert. By 1925, George W. Lyle had left this house and moved into the new home he had purchased at 1543 Franklin Street. Manuel Souza, a grocer on Franklin Street, and his wife, Amelia, were now living the subject residence and Joseph and Nora Souza lived next door at 1357 Main Street. In 1926 Manuel Freitas purchased 1365 Main Street and moved into it with his family. At the same time, his brother, Louis Freitas, purchased 1357 Main Street, next door to Manuel.

After hearing stories of the vast opportunities available in America, and with prospects limited in their homelands due to economic and political factors, in the late 1800s many young Portuguese started immigrating to the United States. The United States Bureau of Immigration reports that while between 1891 and 1900, 508 Portuguese Immigrants arrived, with 69149 in the period from 1901-1910 and 108,927 from 1911-1920. While some came from the mainland of Portugal, the majority of these families were from the Azores Islands along with many from Madeira and the Cape Verde Islands. Those who arrived in Santa Clara, mainly settled in the areas already inhabited by other original Portuguese immigrants, where they could be part of a very close-knit community. The 1910 and 1920 Census show that during this decade an overwhelming number of people native to Portugal, along with immigrant families from Spain, settled in the blocks adjacent to the one where 1365 Main Street is located. Here, almost all of them owned their own homes and here their children were born and grew to maturity. The family of Manuel Freitas was among these immigrant Portuguese families who arrived in Santa Clara during the first two decades of the Twentieth Century.

Manuel Freitas was born around 1880 in Santa Cruz, a small town that is north-west of Madeira's capital, Funchal. In 1909, leaving behind his wife, Rosa, he immigrated to America, sailing on the SS Gallia from Madeira and arriving in the Port of New York on March 30th of that year. On November 4, 1908, Manuel had married Rosa [Affonso] in Santo Antonio da Serra, Madeira, her hometown, and when Manuel left, she was pregnant. Their first child, Manuel, Jr., was born in Santa Cruz five months later on August 1st, and Rosa would remain in Portugal with him, until Manuel had gotten settled in Santa Clara. After Manuel arrived in New York, he traveled by train to Santa Clara and upon his arrival here, Manuel Freitas moved in with his older brother, John, and John's family in their house at 1686 Lafayette Street. John had arrived 1904, from Portugal via Hawaii where he had married his wife, Mary, who had been born there in 1892 to Portuguese immigrant parents. Here in Santa Clara, John had become employed as a lamplighter on the Railroad and while living with John, Manuel Freitas also got a job on the Railroad. In 1913, Manuel and John Freitas were joined by their 17-year-old brother, Louis, when he arrived from Portugal. Louis went to work as a tanner in the Eberhard Tannery.

In 1916, Rosa and their son, Manuel, Jr., immigrated to America, entering at Boston, Massachusetts, after leaving from the Azores to which they had traveled from Madeira. After a stay with relatives in the Boston area for about 1 month, they came to Santa Clara and joined Manuel. Manuel Freitas had bought some land on Jackson Street and here, with the aid of members of Santa Clara's Portuguese community he built his own house at 1569 Jackson Street. On June 29, 1917, Manuel and Rosa's second child, a daughter Lorraine, was born and in 1918, a second son, Albert. Tragically Albert died that year from the "Spanish Flu" pandemic that was sweeping across the country. On July 9, 1920, Manuel and Rosa had their fourth child, a son they named Louis after Manuel's brother, Louis Freitas. Also, by 1920 Louis Freitas, who now was working as a laborer on a farm, had married Mary Mattias who had arrived from Portugal with her family in 1906 and Louis, Mary and, her mother, her two sisters and her brother were living in a house he rented at 1067 Lewis Street. Thousands of miles from their homeland, the three Freitas brother were once again living in close proximity to each other, now with their own families in Santa Clara, California.

In 1926, Manuel and Rose Freitas and their youngest children, Lorraine and Louis, moved from their home on Jackson Street into the house at 1365 Main Street, which he had recently purchased. (Note: the 1930 Census shows that at that time was valued at \$3,000.) When the family moved to 1365 Main Street, their oldest son, Manuel, Jr. was not with them. He had recently enlisted in the U. S. Navy, in which he would serve until he was honorably discharged four years later. The Freitas' new home was located on the large parcel of land that began at the SE corner of Main and Lewis Streets and then went east for almost 140 feet on Lewis and south for 104 feet on Main Street. This gave the family plenty of room in which they, like so many of their fellow immigrant neighbors, could raise chickens and have a large garden in which to grow fruits and vegetables, both for eating and canning.

For several years, Manuel had been employed picking fruit on a fruit farm and now, following the move, Rosa also went to work. For these hard-working people, it has been stated that "it was essential that everyone contribute to the family's survival." For the women in

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Madeira and the Azores work centered around the home, in the house or on the farm. The immigrant Portuguese women found life different in American where, although they still had to do most of the jobs at home and spoke limited English if any at all, they found they could also take jobs outside their home and earn money for the first time in their lives. In Santa Clara, the agricultural-related businesses were the economic engine behind Santa Clara's growth and prosperity and while many of the men labored on the fruit farms, the great majority of the Portuguese women found work in the canneries and packing houses to provide extra income for their families; often joined by their sons and daughters as soon as they were old enough. When during the 1920s when Rosa Freitas went to work, it was at the Pratt Lowe Preserving Company, a fruit cannery and, as Josephine Freitas would later relate, in 1926, the summer she turned nine, she earned "\$100 at her first job by 'cutting cots' (apricots) for drying at the California Packing Corporation" in Santa Clara.

In order to help each other, raise money for the church and to socialize, in their new country the Portuguese immigrants banded together and founded the Portuguese Lodges. From their start as service organizations these organizations played a very important role in the lives, a role they continue today as they still bring the community together and preserve the Portuguese culture. Both Manuel and Rosa Freitas were active participants in the local Portuguese lodges.

Manuel Freitas and his brother, Louis were officials in the Santa Clara Council of the Associação Protectora da Unido Madeirense do Estado California (APUMEC), a group dominated by Immigrants from Madeira, which met at their hall on Grant Street (today's The Alameda) between Benton and Fremont Streets. As in every organization maybe three good workers did all the work, and as Lorraine, who later joined when they let women in, would later recall, "Members would give people rides to the meetings, set up tables and clean up afterward. When the APUMEC was strictly man's organization, they would come to her father Manuel's house, tell her mother they wanted to her (Rosa) to do the cooking, then ask Lorraine to help serve the food... She and her mother would work hard hauling big pans of meat and bread from there to the SES hall... You couldn't say no. There was no such word as 'no' to them."

The Portuguese women also had their women's lodges, of which the SPRSI was one of the biggest. Their patron is Saint Isabel and they sponsor civic and social activities along with donating money and goods to the poor. Rosa Freitas belonged to SPRSI Council 15, Our Lady of Fatima and the Sociedade Espiritu Santo (SES). Lorraine followed in her mother's footsteps and also became a member of SPRSI and in the early 1950s, became President of Council 15. In 1952 she was installed as a member of the State Board of Grand Directors of this lodge.

In the early 1930s, Manuel Freitas had another house built on his property; 1070 Lewis Street. By 1935, this house was being rented to Vincent Mirrione, a railroad clerk, and his wife for \$20/month, providing rental income to the family. The 1940 Census shows that Manuel Freitas, now 60, was still working on a fruit farm but now Rosa was at home. Lorraine, who had attended St. Clare Elementary school in Santa Clara and graduated from Notre Dame High School in San Jose was seeking work and Louis, one of their star football players, would graduate from Santa Clara High School that year.

In January 1941, Manuel Freitas entered into a new line of business, that of owner of a "tavern and restaurant." However, as Manuel had not been naturalized and become a citizen, his daughter Lorraine had to apply to the State Board of Equalization as the owner, for the liquor license to sell beer and wine on the premises. Known as Freitas Villa, the lounge was located at 1024 Main Street, near the corner of Main and Franklin Streets, only 3 blocks from the family home at 1365 Main Street. (Note: Freitas Villa was later renamed the Cypress Lounge and would be in business until 1967, when the family had to deal with the Redevelopment Agency that would force it to close, prior to the demolition of Santa Clara's downtown.) In 1941 when the United States entered WWII, and until 1946, Manuel, Jr. would once again serve in the military and this time, so did his younger brother, Louis. Now, of their three children only Lorraine Freitas still lived at 1365 Main Street with their parents. In 1943, Manuel Freitas finally became a United States citizen and the naturalization paperwork states his occupation as a bartender and janitor.

By 1950, Manuel Jr., was married and lived in a home at 1822 De La Pena Avenue in Santa Clara. Louis also, no longer lived with his parents however, Lorraine Freitas was still living in the family home with Manuel and Rosa at 1365 Main Street. By then she had started her working career, which would go to include 23 years as an office manager for Simoni's Furniture store in downtown San Jose and 17 years in accounting for FMC Corporation, until she finally retired in 1984 when she was 67 years old.

In January 1956, 67-year-old Rosa Freitas died and her obituary referred the fact that she had been born in Madeira and also described

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her membership in the Portuguese Lodges. Four years later, on March 7, 1960, Manuel Freitas passed away and his obituary pointed out that at the time of his death, he been living with his daughter, Lorraine and had lived in Santa Clara for 50 years. Her father's death left his daughter, Lorraine, as the only member of the Freitas family still living at 1365 Main Street. The land was left to the three Freitas children (Manuel Jr 1/3, Lorraine 1/3 and Louis 1/3). Then, due to trading other property with Manuel Jr., ownership of the 1365 Main Street property changed to Lorraine Freitas owning 2/3 and her brother, Louis, 1/3 of the property. Lorraine's share included the Freitas home at 1365 Main Street.

When Louis Freitas passed away in July 1965, ownership of the property once again changed. Lorraine still was the owner of her 2/3 portion however, Louis' 1/3 went to his widow, Dorothy. Around 1980, Dorothy Freitas Pickett (she was now remarried) changed her 1/3 ownership to her and Louis' daughter, Julie [Freitas] Wagner. So now, while Lorraine still had ownership of her original 2/3 of the property, her niece, Julie, owned the remaining 1/3. In 1994, the original parcel purchased by Manuel Freitas in 1926 was subdivided into 2 parcels. One of the new lots was an L-shaped portion with 38.33 feet fronting on Lewis Street where the house at 1070 Lewis exists and 54 feet fronting on Main Street where the Freitas home at 1365 Main Street is located. The 2nd parcel was a 50' x 100' lot on the SE corner of Maine and Lewis Streets and here a new house (1074 Lewis Street) was constructed.

Lorraine Freitas never married and was still living alone in her family home when she reached the age of one hundred years old on June 29, 2017. Involved in St. Clare Parish and many charitable organizations, by the time of her birthday this extremely active woman had that year already knit and crocheted 10 sets of baby blankets and matching hats to donate to new-born infants in the hospital. On June 24th, a surprise birthday party with 100 guests was thrown for her at the SES hall in Santa Clara, where the Mayor of Santa Clara presented her with a City Proclamation and Lorraine shared stories of her memories of when the streets of Santa Clara weren't paved and the valley was called the "Valley of Heart's Delight."

On September 1, 2020 when she was 103, Lorraine Freitas passed away and, after stating that she had been "born on June 29th, 1917, in Santa Clara, California, her obituary specified that "she passed away peacefully in her childhood home," the home her family had owned and she had lived in for 94 years.

The following year, on August 9, 2021, the L-shaped portion of the original property that had been bought by Manuel Freitas in 1926 and where the Freitas home at 1365 Main Street is located, was sold to Pear Street Investment, LLC. The corner portion with the new house at 1074 Lewis Street is still in the family, currently owned by Manuel Freitas' granddaughter Julie [Freitas] Wagner and her husband, Steve, and his great granddaughter Christina and her husband, Michael Nolan.

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 1n 1912-1913, the subject residence at 1365 Main 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.

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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 was diminished by alterations made in the 1960s, this was prior to its addition to the City of Santa Clara's Architecturally or Historically Significant property list in 1980. Most of the visual and character defining features of the historic building have been preserved and retained and the residence at 1365 Main Street retains its original location. The historical use of the building has not changed, it remains a single-family home and the property is well maintained. The subject property is set within a historic residential setting in the area of Santa Clara known as the "Old Quad," and, while the immediate streetscape has slightly been compromised by new development, the surroundings retain many of the qualities that reflect the period in which the house 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).

National Register of Historic Places Criteria.

There are not any events associated with the residence at 1365 Main 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 four 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 1365 Main Street would not be eligible for the National Register based on Criterion B (associated with the lives of persons significant in our past). Although remodeled 60 years ago, several of the character-defining features of its original circa 1912-13 construction as a Craftsman Bungalow in the cross-gabled roof subtype of the Craftsman architectural style remain, such as its squared plan, broadly pitched cross-gabled roof with its wide eave overhang, knee braces under the gables and original windows, and thus under National Register Criterion C the residence at 1365 Main 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). As the property at 1365 Main Street is associated with the arrival and settlement of immigrants from Madeira and the Azores Islands, Portugal, to Santa Clara, in the first two decades of the Twentieth Century, a major ethnic group that made significant contributions to the cultural heritage and broad patterns of local history, it does appear to be eligible for the California Register based on Criterion 1. Criterion 3 addresses the distinctive characteristics of a type, period, region, or method of construction. According to McAlester, the Craftsman Architectural style has a low-pitched roof that can either be front-gabled, side-gabled, or cross-gabled with cross-gabled roofs making up one-fourths of Craftsman houses. This style has wide overhanging eaves, usually with exposed rafters, decorative brackets (knee braces) under the rake eaves and a front or corner porch with columns that support the porch roof. Its doors and windows are similar to those used in vernacular Prairie houses, with two or more windows often grouped together in one assembly. The Craftsman Bungalow version of this style typically is characterized by being a one-story house with one or more broadly pitched gables. McAlester also states that the Craftsman style originated in southern California" and that "this was the dominant style for smaller homers built throughout the country during the period from about 1905 until the early 1920s and that it "rapidly faded from favor after the mid-1920s; relatively few were built after 1930."

(Continued on page 11, Form 523L)

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

Primary #
HRI #
Trinomial

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*Resource Name or # (Assigned by recorder) Manuel and Lorraine Freitas House

*Recorded by: Lorie Garcia

*Date 02/15/2022

Continuation Update

(Continued from page 10, Form 523L)

Although the subject residence was altered in the 1960s when stucco was applied over the original horizontal wood siding, the front porch enclosed and a small addition added to the rear, many of the character-defining features of its original construction in 1911-1912 as a Craftsman Bungalow, in the cross-gabled subtype of the Craftsman architectural style remain and it appears 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

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 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.

This property does have a direct association with the broad patterns of Santa Clara history. Located in the area mainly settled by early Portuguese immigrants from Madeira and the Azores Islands in the first two decades of the Twentieth Century and lived in for 94 years by members of one these families, this building has interest, integrity and character and reflects Santa Clara's heritage.

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.

Owned for 94 years by people directly related to the early Portuguese immigration from Madeira and the Azores Islands to Santa Clara, this building is associated with one of the first immigrant families from Madeira, the Freitas family, who settled in Santa Clara in the early Twentieth Century. They and this hard-working immigrant group not only contributed to the economic life of community but for decades members of this Portuguese community made significant contributions to the town's political, social and cultural life.

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.

As the town's population grew at the turn of the 20th Century, the residential growth necessary to accommodate the influx of working-class families, areas in Santa Clara were newly subdivided into onto smaller lots, such as the half block where the subject property is located. One of the first homes built on this half of the block, it was constructed as working-class housing in an area where, at the time it was constructed, Portuguese immigrant families were settling. Over the ensuing years, this building provided shelter for one of these immigrant working-class families and reflects the pattern of this area's development.

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.

The residence at 1365 Main Street was constructed in 1911-1912, and designed as a Craftsman Bungalow in a vernacular version of the cross-gabled roof subtype of the Craftsman architectural style. The Craftsman Architectural style has a low-pitched roof that can

(Continued on page 12, Form 523L)

State of California — The Resources Agency
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CONTINUATION SHEET

Primary #
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*Resource Name or # (Assigned by recorder) Manuel and Lorraine Freitas House

*Recorded by: Lorie Garcia

*Date 02/15/2022

Continuation Update

(Continued from page 11, Form 523L)

either be front-gabled, side-gabled, or cross-gabled with cross-gabled roofs making up one-fourths of Craftsman houses. This style has wide overhanging eaves, usually with exposed rafters, decorative brackets (knee braces) under the rake eaves and a front or corner porch with columns that support the porch roof. Its doors and windows are similar to those used in vernacular Prairie houses, with two or more windows often grouped together in one assembly. The Craftsman Bungalow version of this style typically is characterized by being a one-story house with one or more broadly pitched gables. The Craftsman style originated in southern California" and is associated with a particular era in that, according to McAlester "this was the dominant style for smaller homers built throughout the country during the period from about 1905 until the early 1920s and it "rapidly faded from favor after the mid-1920s."

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

Criteria for Geographic Significance:

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

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, an area that reflects the history of the city's development since its time as the site of Mission Santa Clara de Asis, The specific portion of the "Old Quad" in which it is located, became an area mainly settled by Portuguese immigrants from Madeira and the Azores Islands in the first two decades of the 20th Century. The simple homes constructed on the lots that were being newly created during that time, like the Manuel and Josephine Freitas residence at 1365 Main Street, were the perfect small dwellings to accommodate the influx of these new working-class residents. 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.

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

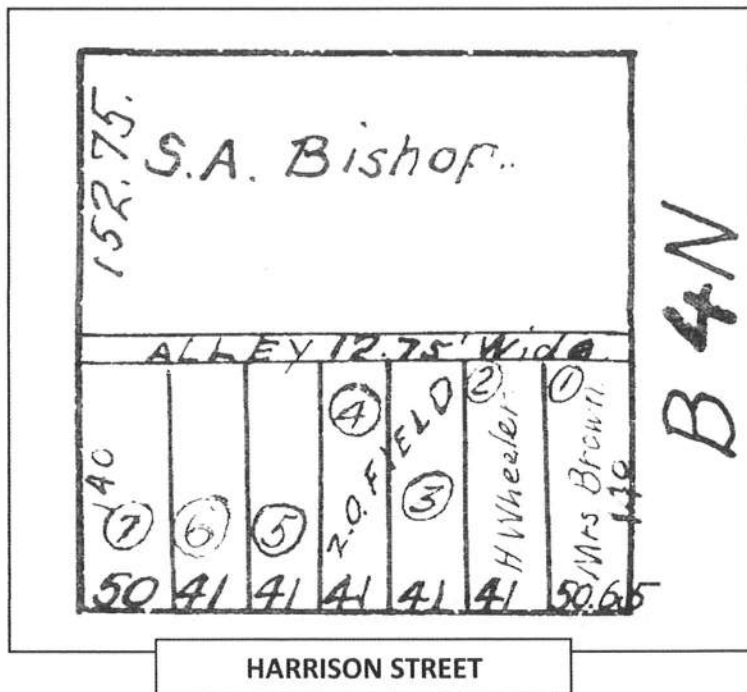
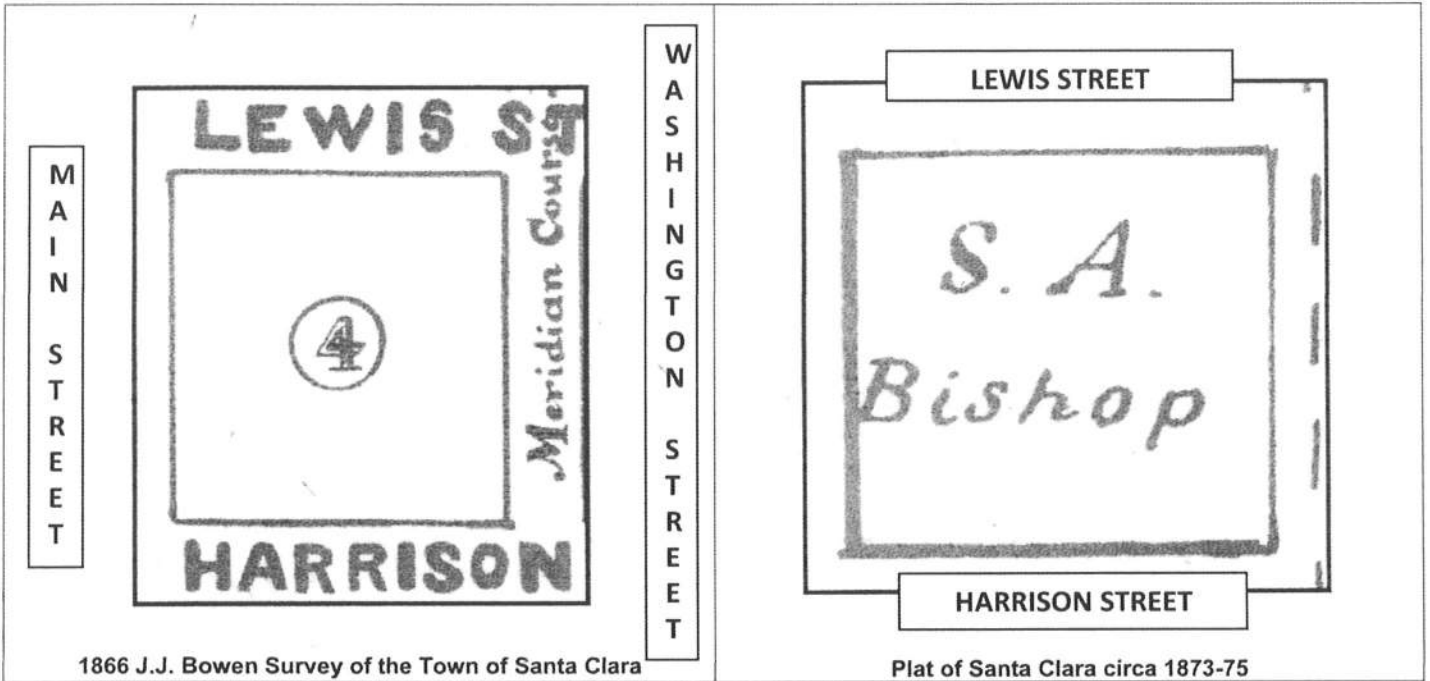
Criteria for Archaeological Significance:

As the property at 1365 Main 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

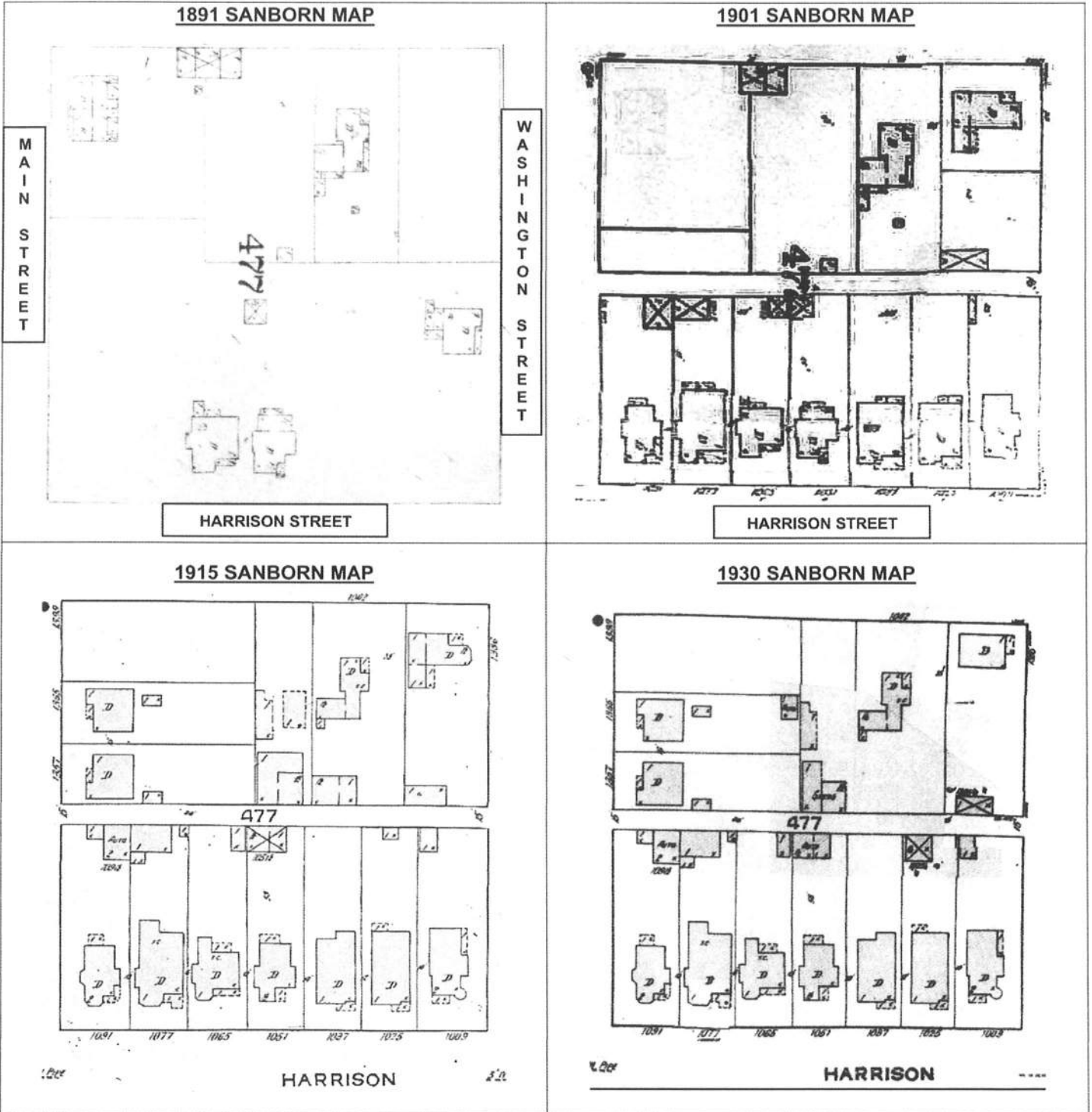
Currently, this property is on The City of Santa Clara Architecturally or Historically Significant Properties list. In this update of the December 28, 1980, Historic Resources Inventory for the City of Santa Clara, the evaluator finds that no alterations have been made since the time of its designation as a historically significant home. It continues to be a nice example of a Craftsman Bungalow designed in a vernacular version of the cross-gabled roof subtype of the Craftsman architectural style and to retain sufficient integrity to qualify as a historic property. Thus, the property at 1365 Main Street 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

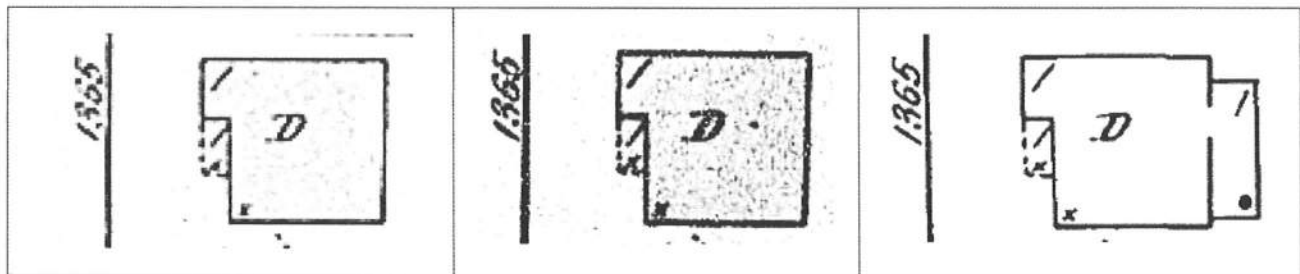
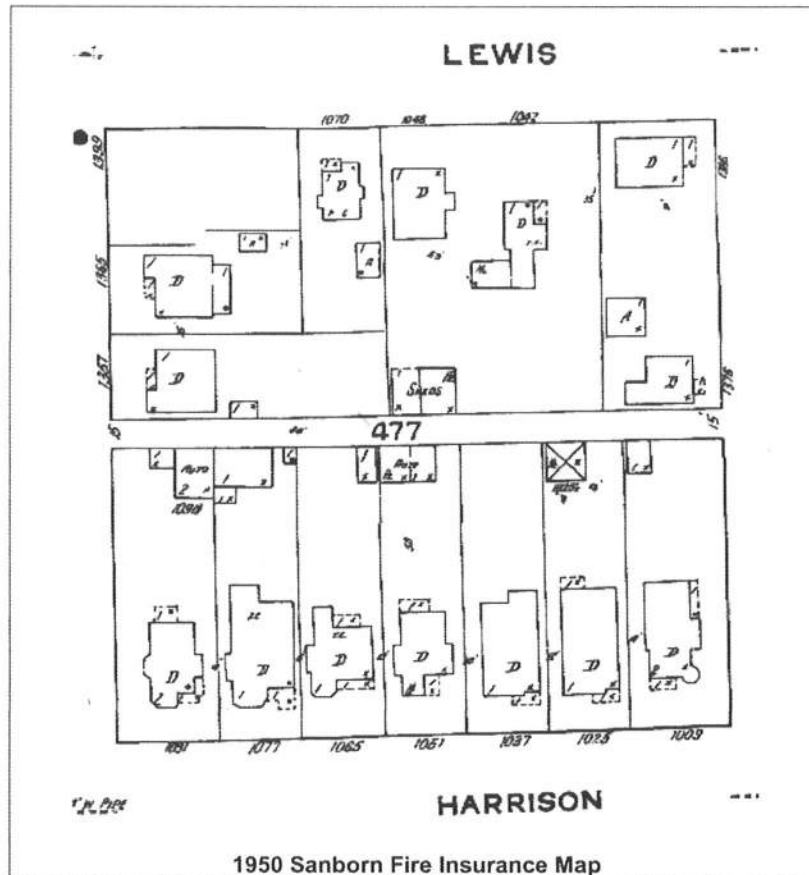


Dec. 1893 C.E. Moore Map of the Town of Santa Clara

SANBORN FIRE INSURANCE MAPS



SANBORN FIRE INSURANCE MAPS



1915

1930

1950

1365 Main Street

SANBORN FIRE INSURANCE MAPS 1915 – 1950

HISTORIC PHOTOS



L - R: Rosa, Louis and Manuel Freitas pictured in front of their home at 1365 Main Street in the early 1940s.

HISTORIC PHOTOS
LOUIS and LORRAINE FREITAS



**LOUIE FREITAS
Leads Santa Clara
Mt. View, Santa
Clara Meet In
Evening Contest**

By **JOHN CALLAHAN.**

Some of the best football of the season will be played this afternoon and evening as three teams tied for the Santa Clara Valley Athletic league lead battle in out in the season's finale.

Two seniors start for the Panthers in the backfield, Louis Freitas and Joe Gama, while Sophomore Mike Garzoni opens at fullback and Jack Ware at right half, replacing Larry Freitas.

San Jose Mercury Herald November 17, 1939



Lorraine Freitas, August 1952



Lorraine Freitas in her home, crocheting baby blankets, 100 years old. June 2017

HISTORIC PHOTOS

1365 MAIN STREET



April 12, 1979

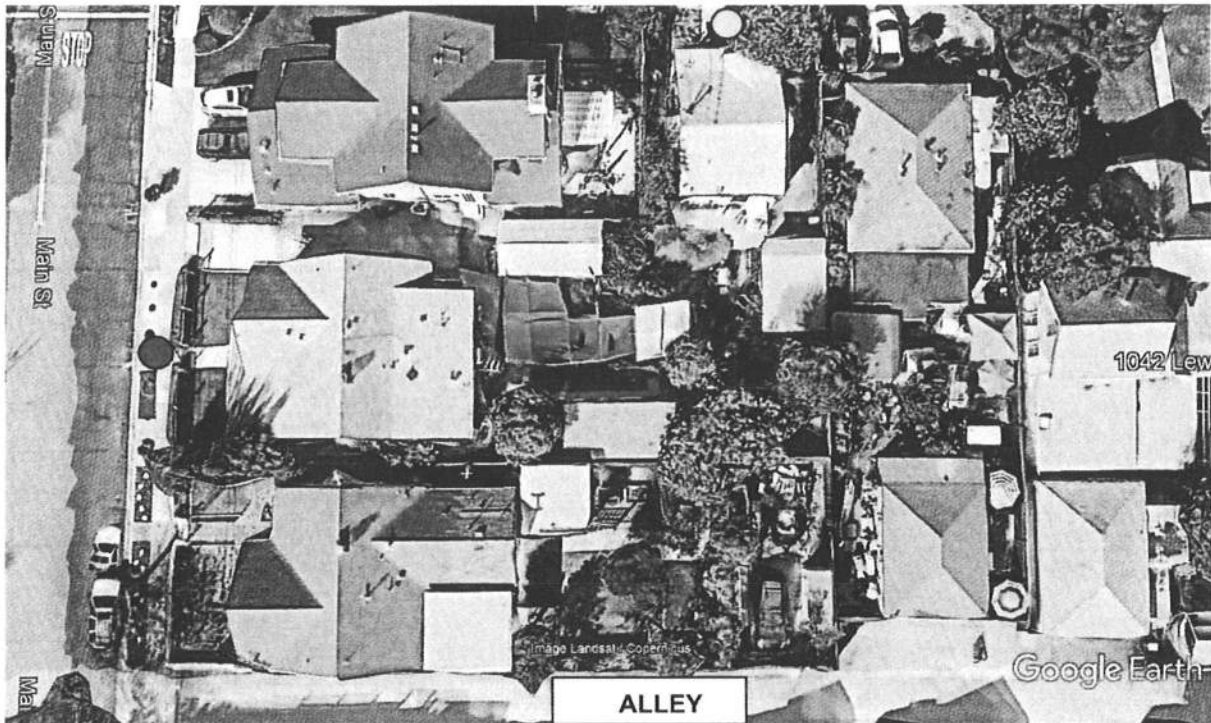


January 1998

Above: 1998 photo shows Lorraine Freitas standing at the end of the driveway.

Additional Photos

LEWIS STREET



● 1365 Main Street ○ 1070 Lewis Street

Above: 2021 Google aerial view of the north section of the block showing the subject property and the adjacent residences. Note the common setbacks from the street and the absence of street trees on this portion of Main St.

Shown to the right is an aerial view showing the residence at 1365 Main Street in the lower left and 1870 Lewis Street in the upper right and the layout of both properties on the same L-shaped lot. The large residence in the upper left is 1074 Lewis Street constructed in 1994 when the original large square lot was divided into the L-shaped lot and the lot this house is located on.



Additional Photos



Photo No: 100_2900; View: N side-elevation and garage facade;
Photo Date: December 2021; Camera Facing: East



Photo No: 100_2905
View: Rear façade;
Photo Date: November 2021; Camera Facing: WSW



Photo No: 100_2909
View: Rear façade, view towards street;
Photo Date: December 2021; Camera Facing: WSW

Additional Photos - South side-elevation

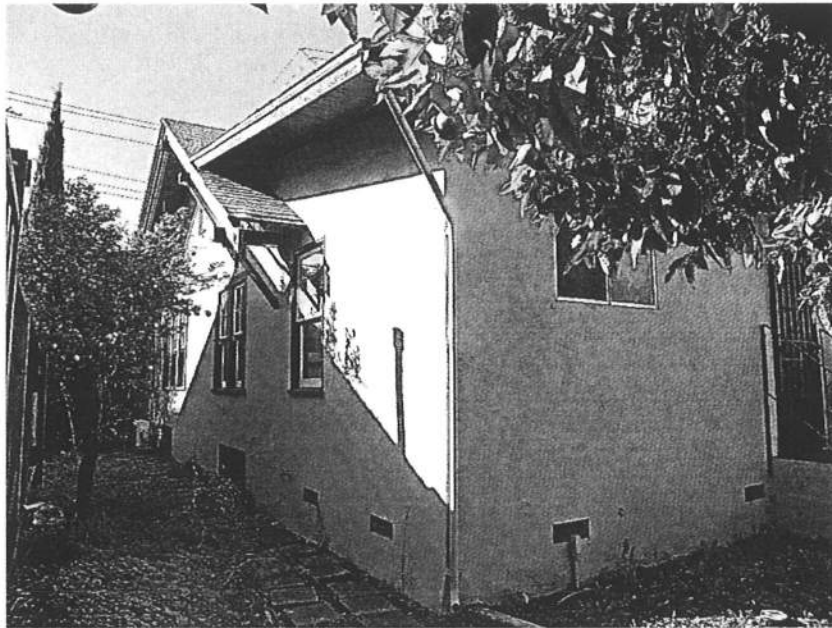


Photo No: 100_2911

View: Partial S side-elevation & partial rear façade; Photo Date: December 2021; Camera Facing: W

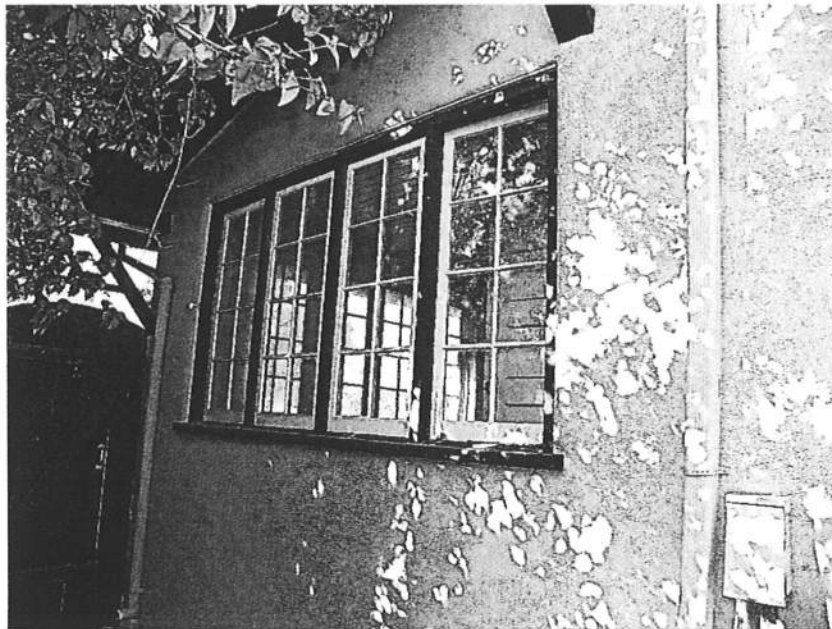


Photo No: 100_2915

View: Partial S side-elevation (1960s front addition); Photo Date: December 2021; Camera Facing: W

Additional Photos - Entries



Photo No: 100_2930
View: Front entry (Original); Photo Date: December, 2021
Camera Facing: ENE

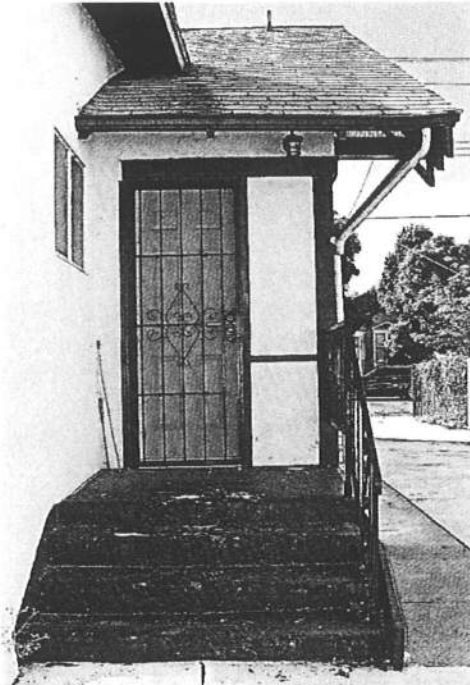


Photo No: 100_2921
View: Rear entry (believed original); Photo Date: December, 2021
Camera Facing: WSW



Photo No: 100_3005
View: Rear entry – (addition); Photo Date: December, 2021
Camera Facing: W

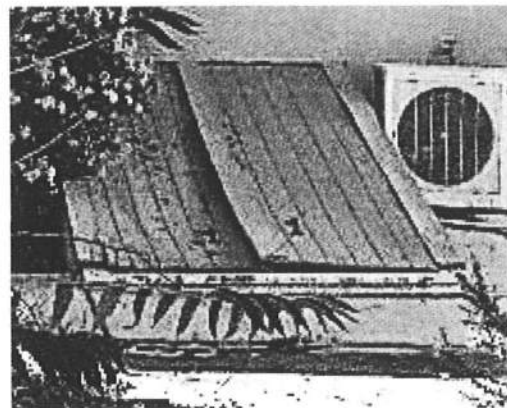


Photo No: 100_2005
View: Basement entry; Photo Date: December, 2021
Camera Facing: WSW

Additional Photos – Eave and Trim Details



Photo No: 100_2916
View: S Side Gable, unenclosed eaves and knee braces;
Photo Date: December, 2021; Camera Facing: NNE



Photo No: 100_2897
View: Front Gable; Photo Date: December, 2021
Camera Facing: ENE



Photo No: 100_2896; View: Verge board on rake eave (Front);
Photo Date: December, 2021
Camera Facing: ENE

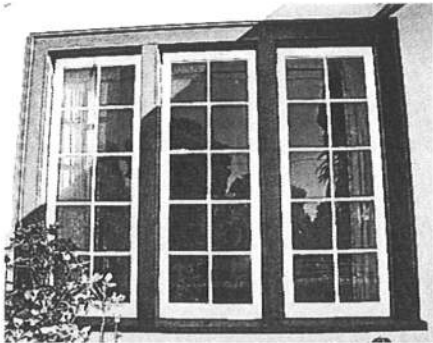


Left – Photo No: 100_2917
View: Front Porch roof trim; Photo Date: December, 2021
Camera Facing: SSE

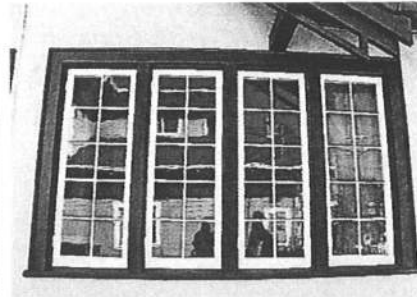
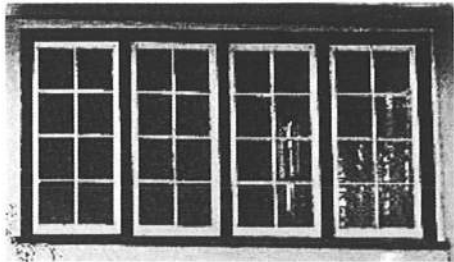


Right – Photo No: 100_2931
View: Front Porch entry trim & shed roof eaves with exposed rafters;
Photo Date: December, 2021
Camera Facing: SSE

Additional Photos – Windows

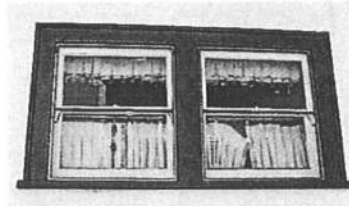


Above: Front casement windows (Original) - Photo No: 100_2895; Below: 1960s Addition Front casement windows; Photo No. 100_2893; Camera Facing ENE

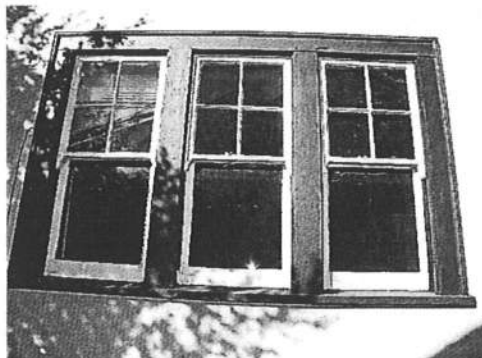


View: Left – N side-elevation casement windows (original) - Photo No: 100_2925.

Below: Photo No. 100_2923; N side-elevation pair of dbl-hung windows.



Photos Date: December, 2021; Camera Facing: SSE



Above: Photo No: 100_2924
View: S side-elevation ribbon of 3 double-hung windows;
Photo Date: December, 2021; Camera Facing: NNW

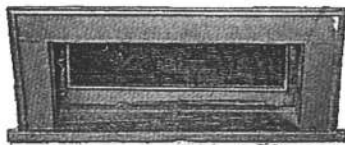


Left: Photo No: 100_2005
View: S side-elevation pair of dbl-hung windows (original); Photo Date: December, 2021; Camera Facing: NNW

Right: Photo No. 100_2912; S side-elevation single double-hung window.



Photos Date: December, 2021; Camera Facing: NNW



Above: Photo No: 100_2925; N side-elevation basement window; Photo Date: December, 2021; Camera facing SSE

Additional Photos - Garage and Rear Yard

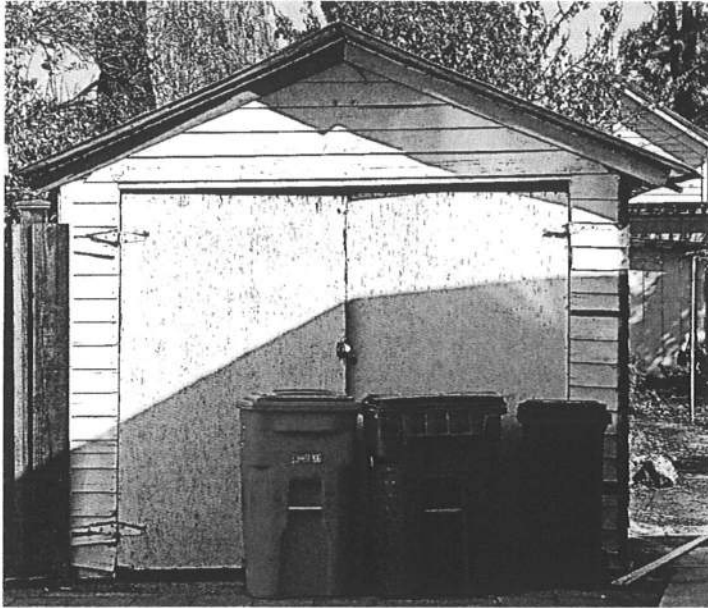


Photo No: 100_2901
View: Garage Front; Photo Date: December, 2021
Camera Facing: ENE

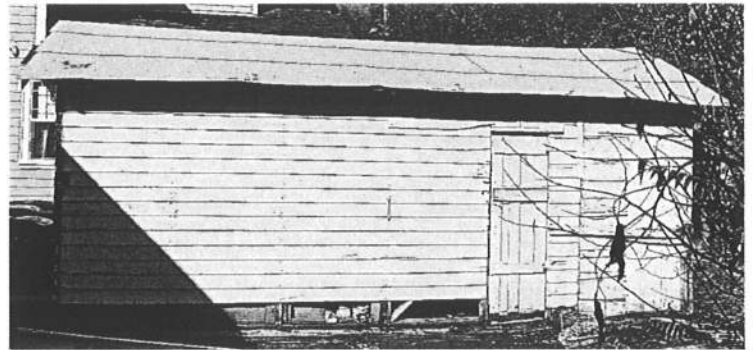


Photo No: 100_2903
View: Garage – S side-elevation Photo Date: December, 2021
Camera Facing: NNW



Photo No: 100_2904
View: Rear yard – view toward E property line;
Photo Date: December, 2021; Camera Facing: ENE

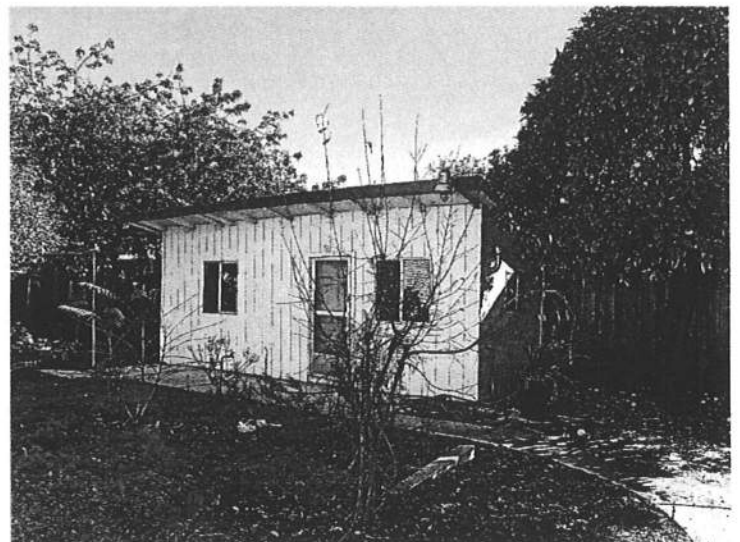


Photo No: 100_2902
View: Small accessory dwelling; Photo Date: December, 2021
Camera Facing: E

Additional Photos – View of Original Exterior Wall and House Cladding (now Interior Wall)

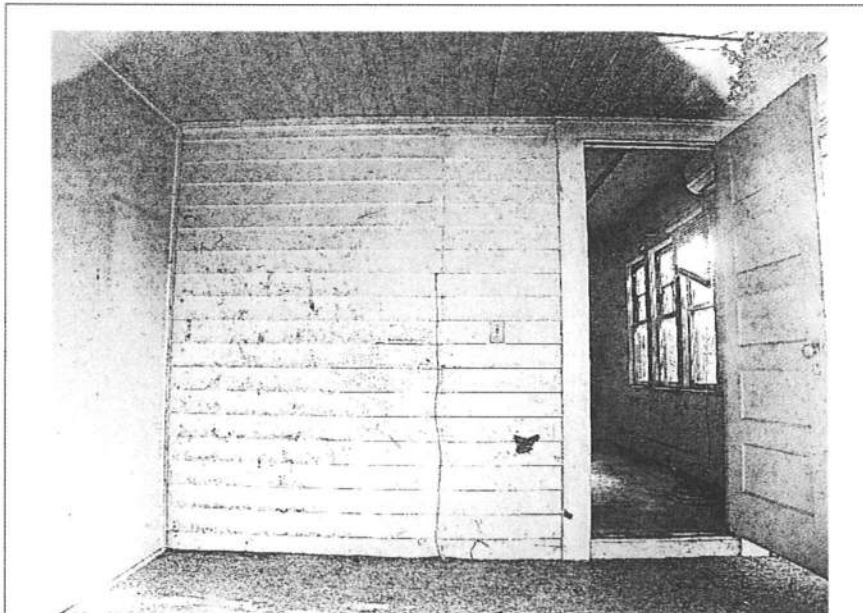


Photo No: 100_2962

View: Interior Original exterior wall enclosed when front porch altered post-1960 ;
Photo Date: January 2022; Camera Facing: W

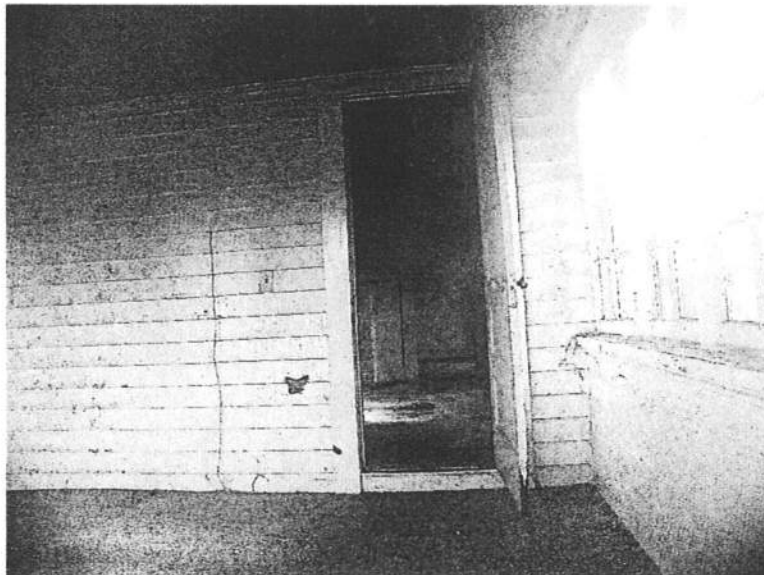


Photo No: 100_2965

View: Interior Original exterior wall enclosed & interior of addition constructed when
front porch altered post-1960 ; Photo Date: January 2022; Camera Facing: W

Exhibit C
Secretary of Interior's Standards of 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
Description of the Preservation and Restoration Efforts

Main St. Project

1365 Main St Santa Clara

10 Year Mills Act Agreement

YEAR 1-2 Exterior Touch Up Paint & Cement Plaster Crack Repair

Perform touch up on exterior of residence, including all stucco, eaves, gutters, downspouts, windows trims, doors and other associated. Any minor dry rot or pest/rodent damaged areas found shall be repaired with epoxy filler and repainted to match.

YEAR 3-4 Termite Fumigation & Hvac

Check for infestation by drywood termites. Drill and treat the infested areas with termiticide. If required, mask over all accessible pellets and also check for the pellets to sift down or reappear in the same area where they have been masked over. Inspect and clean HVAC throughout the house. Replace filter in the return area.

YEAR 5-6 Interior Paint & Front yard landscape

Repaint or touch up all interior wall. Any minor damages on interior trims shall be repaired. Maintain front yard landscape. Trim all existing plants and replace/ add new plants. Check all irrigation and drainage in the front yard.

YEAR 7-8 Repair Gutter & Roof

Repair partial existing asphalt composition shingle roofing with new asphalt composition shingle roofing with a more similar profile and shadow line of wood shingles. Repair any dry rot at roof rafters at the eaves (epoxy repair or replace to match) and install new ogee style gutter with 2" or 3" diameter downspouts in required areas. Must check if rain gutter or downspouts appear to be leaking or clogged before replacing.

YEAR 9-10 Foundation & Substructure

Replace deteriorating and compromised concrete foundation (over-excavation at dirt basement storage area) with new concrete basement foundations (concrete slab and retaining walls with associated drainage). Remove and replace all the damaged wood members found underneath flooring. Inspect any subfloor without insulation or insulation touching the ground. Also, check if there is cellulose debris in earth contact in the substructure area. Replace the wood members of the substructure.

Dear Planning Staff and Historic & Landmark Commissioners,

This letter is to verify the progress of the 10 year Mills Act agreement. The agreement will provide historical integrity of the property as outlined in the 10 year plan. Our desire is to make the property function in a safe and comfortable manner. We intend to restore as much hardware and fixtures as possible or replace them with other used historical items as well as installing some new materials. This project fits our desires well and most certainly would be good for this historic area of Santa Clara.

Sincerely,
Salvatore Caruso Design Corporation