

**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 26th day of October, 2021, ("Effective Date"), by and between Megan L. Carter, owner of certain real property located at 794 Park Court, Santa Clara, CA 95050 ("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 2020 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-52-054, and generally located at the street address 794 Park Court, 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 January 8, 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 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 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) 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 a party appointed by CITY, to determine OWNER'S continued compliance with the terms of this

Agreement. OWNER acknowledges 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 agrees 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 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 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 has 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, OWNER 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 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 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'S 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'S 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 794 Park Court), 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: Megan L. Carter
794 Park Court
Santa Clara, CA 95050

(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 agrees 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'S 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 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 of \$7,564.00 (seven thousand, five hundred, and sixty-four dollars), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNER shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract.

(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 OWNER 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 OWNER, 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 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 OWNER 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

Hosam Haggag
City Clerk

“CITY”

**Megan L. Carter,
Owner of 794 Park Court**

By: _____


Megan L. Carter
794 Park Court
Santa Clara, CA 95050

“OWNER”

Exhibits:

- A – Property Description
- B – Primary Record
- C – Standards for Rehabilitation
- D – 10-Year Preservation Plan

Exhibit A

Legal Description

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA: Lot 23, AS SHOWN ON THAT CERTAIN MAP ENTITLED MAP OF PARK COURT WHICH WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON FEBRUARY 16, 1925 IN BOOK S OF MAPS AT PAGE(S) 38-39.

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 *Resource Name or #: (Assigned by recorder) 794 Park Court, Santa Clara

P1. Other Identifier: _____

P2. Location: Not for Publication Unrestricted *a: County Santa Clara

and (P2c, P2e, and P2b or P2d. Attach Location Map as necessary.)

*b. USGS 7.5' Quad _____ Date _____ T _____; R _____; _____ 1/4 of _____ 1/4 of Sec _____; _____ B.M.

c. Address 794 Park Court 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)

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

The Park Court subdivision

The Park Court subdivision consists of about 76 houses bounded by Park Avenue to the east, Alviso Street to the west, Cypress Alley to the north, and an unnamed alley to the south. Inside of these boundaries is a roughly circular street named Park Court, after the subdivision. All but about eleven of the houses front on Park Court, either in the inner perimeter or on the outer perimeter of that street. The other houses front on Alviso Street and Park Avenue. The subdivision is suburban in character, with most lots from 45 to 50 feet in width.

(See Continuation Sheet, next page.)

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



*P3b Resource Attributes: (List attributes and codes) _____

*P4. Resources Present:
 Building Structure Object
 Site District Element of District

P5b. Description of Photo:
 (View, date)
view looking west, May 2020

*P6. Date Constructed/Age and Source:
 Historic Both
1925

*P7. Owner and Address:
Megan Carter
794 Park Court
Santa Clara, CA 95050

*P8. Recorded by: (Name, affiliation, and address)
William Kostura
P. O. Box 60211
Palo Alto, CA 94306

*P9. Date Recorded:
July 2020

*P10. Survey Type: (Describe) intensive

P11. Report Citation*: (Cite survey report and other sources, or enter "none".) none

*Attachments: NONE Location Map Sketch 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)

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Recorded by William Kostura

Resource Identifier: 794 Park Court, Santa Clara
*Date July 2020 Continuation Update

Description (continued)

It appears that the subdivision was almost completely developed during 1924 and 1925, and that all or almost all of the houses were one-story in height and clad in horizontal wood siding. Styles were mostly restrained examples of Craftsman, Tudor, and Classic Revival styles. Some houses lack strong style elements, so that it does not seem possible to assign a style name to them other than “bungalow.” Most houses, especially those that are Tudor or Craftsman feeling, have asymmetric compositions, though some are symmetrical. Not every house is different; several compositions are repeated in the subdivision.

On average these were modest vernacular houses that were probably intended for working class and lower middle class workers. Nevertheless, many of the houses do have distinctive forms, mainly in their rooflines and porches. Many have porches that project from the main body of the house and have gabled or hipped roofs supported by columns. Some of these columns have just enough articulation in their capitals to give the houses a “Classical Revival” style. Craftsman style houses, by contrast, may have tapering columns with or without capitals.

Today, all but about 26 of the houses still fit that description. Two houses have generously recessed or set-back second story additions but are otherwise little changed; several have coatings of stucco, wooden shingles, or aluminum siding; one is of uncertain integrity, and about nineteen are either more drastically altered or are replacement houses. On average, houses facing Park Court have much higher integrity than those facing Alviso Street and Park Avenue. Only two houses on the latter streets appear to be original.

Considering only the houses facing Park Court (and omitting those on Park Avenue and Alviso Street), about 49 houses, or 75 percent, retain most of their integrity, while 15 or 16 houses have lost half or more of their integrity. Houses that have had recessed second story additions, but are otherwise little changed, are included among those that retain integrity. Houses that have altered surfaces of stucco, shingles, etc., but are otherwise little changed, are included among those that have lost integrity.

These numbers are close but approximate, based on a single viewing in person plus additional viewing on Google Maps, without close attention to window sash and doors, and without having done individual research such as looking at building permits. On the whole, it seems clear that the Park Court subdivision largely retains its mid-1920s feeling.

The subject house, 794 Park Court

This is a one-story wood-framed house that is set back from the street to allow for a front yard that is lushly planted. The foundation, front steps, and porch floor are made of concrete, the roof is T-gabled, and the house is clad in double-ogee (or teardrop) horizontal wood siding on all sides.

(See Continuation Sheet, next page.)

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Recorded by William Kostura

Resource Identifier: 794 Park Court, Santa Clara
*Date July 2020 Continuation Update

Description (continued)

The house is roughly rectangular in shape, with a staggered massing in front. The left side of the house projects forward from the rest of the house by about two feet, and within this projection a shallow, rectangular bay window projects about a foot farther forward. Thus, from left to right, there is a series of setbacks in the front. At far right, the entrance porch is set back yet another step.

Both the roof over the main body of the house and that of the forward projection at left are front-gabled, creating a double-gable effect. The eaves extend a foot or two beyond the wall plane and are fronted by plain bargeboard. The eaves of the more forward gable are supported by two knee braces. A shed roof covers the bay window. At right, a hipped roof shelters the entrance. It is supported by a square column with simple moldings at the top that suggest a Classical capital.

The long right side of the house has a centrally-placed entrance and irregularly arranged fenestration to its right and left. A very broad side gable dominates this side of the house. The left side, by contrast, does not have a side-gabled roof. Here, an entrance is flanked by sidelights, and four other windows can be found to the right and left.

In the rear, the composition is symmetrical, with a small central window, four larger windows to right and left, and a louvered vent at top, just beneath the eave. This vent matches a louvered vent in the front gable.

On all four sides the windows have wooden sash, and almost all are double-hung, the exception being a large fixed window in the front bay. All appear to be original. Each window is surrounded by flat board casings and has a wooden sill. The double-hung windows have a variety of sash types, including six-over-one, four-over-one, and one-over-one. The windows are as follows:

In the projecting bay in the front of the house: a tripartite window, with a fixed window flanked by 4/1 double-hung sash. A 6/1 window can also be found to the right of the front door.

On the right side: two 6/1 sash, one 1/1 sash, and a paired window with 4/1 sash.

On the left side: the sidelights have 6/1 sash, two windows toward front are also 6/1, and two to the rear are 1/1.

In the rear: four 1/1 sash windows.

There have been two alterations to the exterior of the house. One is a plain, replacement wooden front door. The other has been the removal of a brick chimney from the left side of the house. It was not visible from the street and was damaged in the Loma Prieta Earthquake of 1989.

The property includes a newer, 2-car detached garage (c.1950's, that replaced the original single-car garage) accessed from Alviso Street whereas the original garage was accessed from the Park Court oval.

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*NRHP Status Code _____

*Resource Name or # (Assigned by recorder) 794 Park Court, Santa Clara

B1. Historic Name: _____

B2. Common Name: _____

B3. Original Use: residence B4. Present Use: residence

*B5. Architectural Style: Craftsman

*B6. Construction History: (Construction date, alterations, and date of alterations)
Built in 1925. Chimney removed in 1989. Replacement of front door at unknown date.

*B7. Moved? No Yes Unknown Date: _____ Original Location: _____

*B8. Related Features:
none

B9a. Architect: none/unknown b. Builder: Walter Altevogt

*B10. Significance: Theme vernacular Craftsman style architecture Area local (Santa Clara County)
Period of Significance 1925 Property Type residence Applicable Criteria 3

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

History

The Park Court Subdivision

The history of this site goes back to Mission Santa Clara, the eighth of the Spanish-era missions in California, founded in 1777. After the mission was secularized by Mexico in 1833, roughly half of the mission's vast lands were given to Native Americans and the rest was sold to private parties. By the late 1860s, 140 acres of the former mission land was owned by John G. Bray (1814-1871). Bray had been a merchant in his native New Jersey and then briefly in San Francisco, and from 1852 on was involved in business and real estate in San Jose and Santa Clara. In 1886, fifteen years after his death, his estate divided his land into twelve large parcels. The subject property is in lot 9 of that subdivision. Lot 9 was owned, first, by members of the Bray family, then by one R. D. Shimer, and finally by Walter and Katherine Altevogt.

(See Continuation Sheet, next page.)

B11. Additional Resource Attributes: (List attributes and codes) _____

*B12. References:

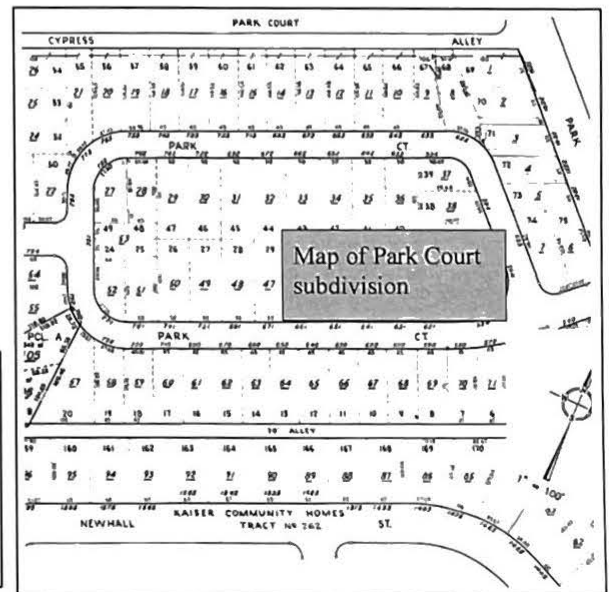
See continuation sheet.

B13. Remarks:

*B14. Evaluator: William Kostura

Date of Evaluation: July 2020

(This space reserved for official comments.)



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Recorded by William Kostura

Resource Identifier: 794 Park Court
*Date July 2020 Continuation Update

History (continued)

Walter Altevogt (b. 1886) was a native of Rotterdam, Holland, came to the United States in 1910, and worked in Martinez, Contra Costa County, as a carpenter during at least 1918-1920. In June 1924, in San Jose, he married Katherine Dinsmore, and during 1924-1927 they lived in San Jose while he worked as a carpenter and building contractor. Archives and Architecture (2015) reports that the Altevogts purchased a considerable amount of land in San Jose and Santa Clara and created several subdivisions in close proximity to each other at this time. They included Park Court, where the subject property is located; part of Burrell Park, near Park Avenue and Hedding Street; part of the Chapman and Davis Tract; and the Alameda Villa Tract.

Park Court consisted of 75 or 76 lots and was almost completely developed during 1924 and 1925. It is doubtful that Altevogt built on every lot, but judging from the appearance of the houses and records in *Building and Engineering News*, the great majority must have been built by him. As mentioned above, the houses were one-story in height, were clad in horizontal wood siding, and had a variety of styles and rooflines, with several repeating house types. They were mostly restrained examples of styles common to the time, although some houses were more animated in their compositions.

During August-October 1925 Altevogt completed 21 houses in Park Court without any legal troubles, as documented in *Building and Engineering News*. He then began to face major legal troubles. The same publication documented liens against 41 of Altevogt's Park Court properties during November 1925 through January 1926. The liens were filed by the Tilden Lumber and Mill Company (which Altevogt presumably purchased lumber from) and the University Electric Company (a contractor he must have hired). For another 15 houses, there is no record of either a completion or a lien.

Archives and Architecture (2015) reports that Walter Altevogt "was indicted on several counts of fraud, corruption and extortion in the late 1920s," and that he and his wife Katherine divorced then. Walter Altevogt left San Jose then, for Hayward, and subsequently lived in Santa Cruz (in 1932-1935) and Grass Valley (1940). He was drafted into the army in 1942, and later moved to Scurry County, in far west Texas, where he died in 1953.

Undoubtedly as a result of the Altevogts' insolvency, all but three lots in Park Court were sold at the end of 1925 to John Roy Phelps, a real estate and insurance salesman in San Jose. He must have then sold the completed houses one-by-one to individual home-owners. (Archives and Architecture, 2015.)

Despite Park Court's troubled origin, three houses in the subdivision were chosen to illustrate Santa Clara's new suburban lifestyle in a booklet called *Plan of Santa Clara: The Heart of Santa Clara Valley* (Santa Clara Chamber of Commerce, November 1925). The three houses include the subject house and two others to its left.

(See Continuation Sheet, next page.)

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Recorded by William Kostura

Resource Identifier: 794 Park Court

*Date July 2020

Continuation Update

History (continued)

Historic houses in Santa Clara

The City of Santa Clara's website has a page on "Historic Properties." This page is almost entirely devoted to residential buildings and includes almost thirty houses that pre-date the 1920s. The oldest is the Women's Club Adobe, said to have been built in 1784-1792 and the last of thirty "apartments" built for neophyte Indians residing at the mission. The next oldest is the Berryessa adobe, which dates to the late 1840s. Two more date to the 1850s, three to the 1860s, one to ca. 1870, sixteen to the 1880s-1890s, and four to the 1900s-1910s. Two of the listed houses (at 725 Madison Street and 1543 Franklin Street) are in the Craftsman style, the style of the subject house.

Besides these, many other early houses can be found in the Old Quad neighborhood of Santa Clara. The Old Quad covers the original quadrangle shown in the 1866 survey by J.J. Bowen that encompasses the area bordered by Scott Boulevard to the west, Newhall Street to the south and east, and the railroad tracks to the north and east.

Another ca. 1920s subdivision in Santa Clara

Archives and Architecture (2015) writes: "The Park Court Subdivision is known to the City of Santa Clara to be the only intact subdivision from the 1920s and 1930s remaining today in Santa Clara, featuring homes styled as bungalows, including Craftsman, Colonial Revival, and Cape Cod, creating a unique neighborhood of like size, scale and lot sizes."

Another subdivision in Santa Clara (its name is not known to this writer) does appear to date to the 1920s or 1930s. It is bounded by The Alameda to the south and Sherwood Avenue to the north, and contains the internal streets Morris Court and O'Brien Court. It consists of about forty very small one-story stucco-clad houses and duplexes with simplified Mission Revival or Mediterranean Revival parapets. Parapets aside, the houses are plain and are much less expressive, architecturally, than are the Park Court houses.

The subject house, 794 Park Court

Because the County Clerk-Recorder's office is closed at this time due to the Covid-19 coronavirus, no chain of title for this property could be researched. However, a nearly complete list of the residents of this house for the period 1928-1974 has been researched using city directories and United States censuses. One of the residents is known to have been an owner, and one was a renter; but for the purpose of a historical evaluation the most important consideration is that their occupations are known.

One more preliminary note should be mentioned, namely, that the numbering system for this subdivision changed in the late 1950s. Through 1956 this house was numbered 44 Park Court. From 1961 on it was 794 Park Court.

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History (continued)

Because of Walter Altevogt's legal troubles, and the mass sale of Park Court properties to John Roy Phelps, it appears that some houses in Park Court, including this one, remained vacant for two or three years after they were completed. 1928 is the first year for which residents are known.

Residents include:

1928-1932. Marcus Mathew Soll (1881-1965), a farm machinery salesman, and his wife, Mary Elizabeth Soll (1883-1972). Both were natives of Iowa, and they owned the house.

1932. Francis Scott, an insurance agent, and Harriet Scott, a teacher.

1934. Emmett E. Nichols (1903-1996), a salesman; and Fern J. Nichols (1908-1983).

1935-1942. Stephen P. Dowell (1863-1940), and Elizabeth Dowell (b. ca. 1867). Both were natives of Missouri, and in 1940 both were in their 70s and neither had an occupation. Their children, who lived here some of these years, included James Albert Dowell, a life insurance salesman; Helen Dowell, a waiter at the Santa Clara Inn; and Izeth Dowell, a clerk. The Dowells were renters here.

1942. Wesley I. Lanham (b. ca. 1911), proprietor of retail fuel oils; and his wife Alice (b. ca. 1910).

1944. Lowell Thomas, a mechanic, and his wife Dorothy.

1945-1950. Clinton J. Nolan, a driver, and his wife Marguerite.

1952-1974. Elsie Bryson (1897-1983), a native of Massachusetts. In the 1950s she was a bookbinder for A. F. Brosius and Company, bookbinders in San Jose, and from 1961 on she was retired.

Haines directories do not list this address during the 1970s-1998. The next known residents are Frank Frederick (in 1999), Christopher Frederick (2002), and the current owner (beginning in 2003).

Alterations

As mentioned above, there have been two alterations to the exterior of this house. A brick chimney on the south side of the roofline was removed after it was damaged in the Loma Prieta earthquake of 1989, and the front door is a replacement.

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Integrity

This property retains integrity in all seven areas, listed below:

Because this house has never been moved, it retains integrity of location.

Because the only alterations have been the replacement of a door and the removal of a chimney, this house retains integrity of design, materials, workmanship, feeling, and association.

Because most of the old houses in the Park Court subdivision still stand with good to high integrity, this property retains integrity of setting.

Evaluation under California Register criteria

Evaluation under Criterion 1 of the California Register: Resources that are associated with events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States.

This is one of the older houses in Santa Clara; the overwhelming majority in the city are much newer. Still, many houses are older, and most of the historic houses listed on the city's website are much older. About fifty other largely unaltered houses in the Park Court subdivision are the same age as this house. Thus, while the subject house does evoke an early period in Santa Clara's history, it does not do so in a way that many other houses do as well or better.

No other event or pattern of history associated with this house comes to mind, and thus the subject property does not appear to be eligible for the California Register under this criterion.

Evaluation under Criterion 2 of the California Register: Resources that are associated with the lives of persons important to local, California, or national history.

None of the residents of this house was historically important by California Register standards. The most interesting may be Elsie Byron, who worked as a bookbinder while living here in the 1950s.

Thus, the subject property does not appear to be eligible for the California Register under this criterion.

Evaluation under Criterion 3 of the California Register: Resources that embody the distinctive characteristics of a type, period, region, or method of construction, or represent the work of a master, or possess high artistic values.

This is a fine though restrained example of a 1920s bungalow, and it is one of the best houses in the Park Court subdivision. Its most characteristic features are a cross-gabled roof with a corresponding, smaller

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Evaluation under California Register criteria (continued)

gable over a projection in the front; knee-braces that support broad eaves and that relate the building to the Craftsman style; and a square column with capital moldings in the porch. A rectangular bay window in the front adds interest to the composition. The house has unusually high integrity, including all of its original window sash. Many of these sash are divided by muntins into multiple lights (e.g. 4/4, 6/6).

Because of its characteristic features and exceptionally high integrity, this house is a distinctive example of the domestic architecture of 1920s Santa Clara. Accordingly, the property appears to be individually eligible for the California Register at the local level under this criterion. The Period of Significance is 1925, the year the house was built.

Investigation of a potential historic district in the vicinity

Park Court appears to qualify for the California Register as a historic district under both Criterion 1 and Criterion 3. Under Criterion 1 this is a remarkably intact residential subdivision of over seventy houses that was built at an early date by one developer. It was clearly aimed at working class and middle-class residents and provided them with housing in a comfortable, suburban setting, close to both downtown Santa Clara and downtown San Jose. This subdivision is a rare and excellent example of comfortable housing in a pleasing setting planned for workers of modest income.

Under Criterion 3, Park Court is likewise a rare and excellent example of a 1920s subdivision composed of bungalows built to near-uniform scale but with varied compositions and styles. The wooden cladding of the houses, and the decorative style features, which are also of wood, provide surface texture and create a rustic feeling throughout the subdivision. As a large collection of wooden bungalows this subdivision is almost certainly unmatched in the city of Santa Clara, and this may be true for a much larger surrounding area as well.

The integrity of the subdivision is high. If one includes only the houses facing Park Court itself (i.e., excluding buildings along Park Avenue and Alviso Street), the integrity seems to be very high. About fifty of the houses facing Park Court, or 77% of the whole, are mostly intact and should be considered to be contributors to the district. This may be a conservative estimate; some houses that have been altered with stucco but are otherwise mostly intact are considered here as non-contributors, but with more consideration might be considered as contributing to the district.

Under both Criterion 1 and Criterion 2 the subject property, 794 Park Court, is a contributor to this potential historic district. Under both criteria the Period of Significance is 1925, the year Park Court was developed.

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Evaluation under City of Santa Clara criteria

The Criteria for Local Significance were adopted on April 20, 2004, by the City of Santa Clara City Council and are listed under Section 8.9.2 of the City of Santa Clara General Plan, Criteria for Local Significance. Under this section of the General Plan, 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 archeological significance is potentially eligible. The criteria are listed below.

Criterion for Historical 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 house is an excellent example of a suburban house that was intended for blue collar or lower middle class residents when it was built in the 1920s.

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. Included is the recognition of urban street pattern and infrastructure.

This house is part of the Park Court subdivision, one that was intended for working class and lower middle class residents. Regarding the number of houses in the subdivision, the street layout's court plan, and level of integrity, Park Court is probably the best subdivision of the 1920s in Santa Clara. The subject house contributes to this subdivision and thus seems to have significance under this criterion. It may be, however, that this aspect of the house's history is better considered under parts 1 and 2 of "Criterion for Geographic Significance," below.

Criterion 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.

This house was built in the Craftsman style, a style that was common in Santa Clara and San Mateo counties during the 1910s and 1920s. Although this is a restrained example as far as ornament is concerned, the house is particularly expressive in its roofline and use of setbacks. In addition, the integrity of the house is unusually high. In sum, this a fine example of a Craftsman style house that was intended for working class and lower middle class workers.

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Evaluation under City of Santa Clara criteria (continued)

4. The property has a strong or unique relationship to other areas potentially eligible for preservation because of architectural significance.

This house is part of the Park Court subdivision, which was built in the mid-1920s by developer Walter Atevogt. It is suburban in character and was likely intended for blue collar and lower middle class residents. While most of the houses along Park Avenue and Alviso Street would not be contributors to a potential historic district, it appears that about 77% of the houses facing Park Court would be contributors. Because of its design features and high integrity, the subject house would be one of them.

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.

The complex roofline, setbacks, wooden materials, windows that are divided by muntins into multiple lights, a porch column with moldings, and knee-braces make this house a notable example of the Craftsman style.

Criterion 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.

This house strongly contributes to the Park Court subdivision, a largely intact collection of wooden bungalows. Park Court is probably by far the best example of a suburban subdivision that was planned and built in Santa Clara during the 1920s-1930s, and may be one of the best in the immediate region.

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

All or nearly all of Park Court's early houses were one story in height, had wooden cladding materials, and were designed in a variety of compatible styles such as Craftsman, Tudor Revival, and Classical Revival. The subdivision, or at least the collection of houses facing the Park Court street, remains largely intact. The subject house relates very closely with the other largely unaltered houses and contributes strongly to the aesthetic of the subdivision.

Criterion for Archaeological Significance

This property is not being evaluated under this criterion.

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References

Building and Engineering News, issues of August 22, September 5, October 31, November 7, and November 28, 1925; and January 2 and January 9, 1926. "Completion Notices" and "Liens Filed", for the Park Court properties of Walter Altevogt. These included at least 21 completion notices and 40 liens filed. The subject property appears to have been lot 23 of Park Court and was recorded on November 28th under "Liens Filed."

Building and Engineering News, issues of July 12, August 2, September 13 and 20, and November 15, 1924; and April 25 and August 1, 1925. "Completion Notices" for Walter Altevogt's projects in Burrell Park (San Jose) and the Chapman and Davis Tract.

San Jose city directories 1924-1927 for Walter Altevogt

Santa Clara city directories 1928-1974 for Marcus and Mary Soll, Frances and Harriett Scott, Emmett and Fern Nichols, Stephen and Elizabeth Dowell, Wesley and Alice Lanham, Lowell Thomas, Clinton Nolan, and Elsie Bryson.

1920 U. S. Census, Martinez, for Walter Altevogt

1930 U. S. Census, Hayward, for Walter Altevogt

1930 U. S. Census, 44 Park Court (today's #794), for Marcus and Mary Soll

1940 U. S. Census, 44 Park Court (today's #794), for Stephen and Elizabeth Powell

1940 U. S. Census, 64 Park Court, for Wesley Lanham

1940 U. S. Census, Santa Clara (address illegible), for Elsie Bryson

Find-A-Grave website listings for Marcus Mathew Soll, Mary Elizabeth Soll, and Stephen Price Dowell

1950 Sanborn insurance map, page 121

Archives and Architecture, LLC. Historical Evaluation of 651 Park Court, Santa Clara (2015). This report was useful for background information on Walter Altevogt and the Park Court subdivision.

City of Santa Clara. "Historic Properties" website. <https://www.santaclaraca.gov/our-city/about-santa-clara/maps/santa-clara-s-historic-properties-story-map/historic-properties> (accessed June 2020).

Santa Clara Chamber of Commerce. *Plan of Santa Clara: The Heart of Santa Clara Valley* (November 1925).

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Photographs of 794 Park Court



Top row: Two views of the front of the house.

Middle left: Eaves at front, with knee brace.

Middle right: Slightly-projecting bay window, with tripartite sash.

Bottom: Double-ogee (teardrop) siding.

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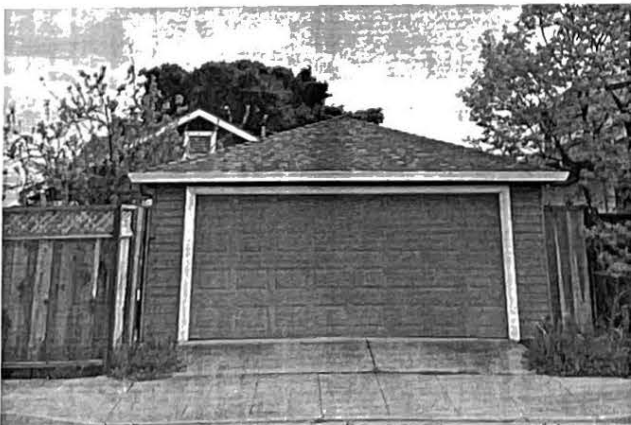
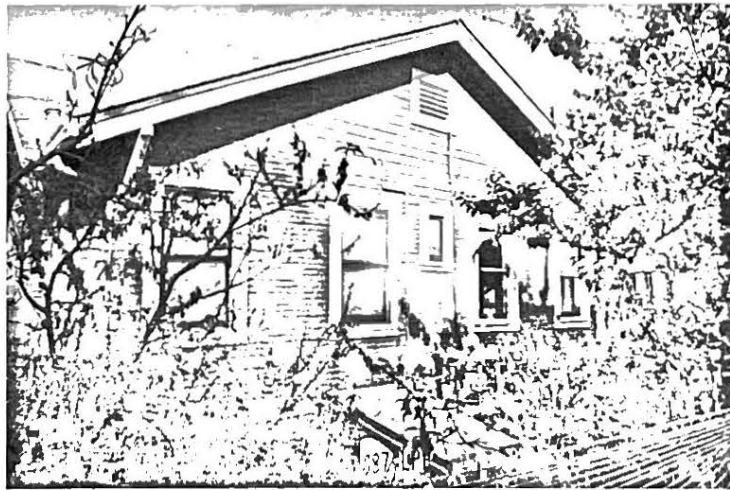
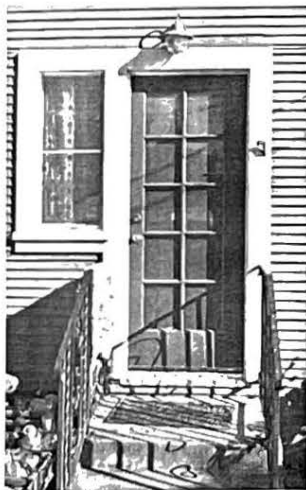
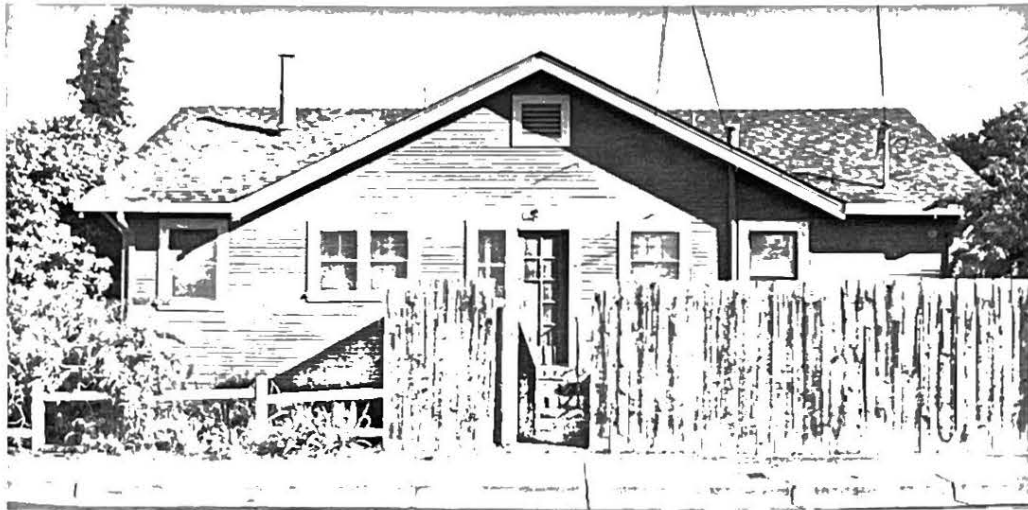


Top two photos: Front entrance, concrete porch and step, and porch post with moldings.

Bottom photo: Ceiling of the recessed entrance.

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Top photo: The north side of the house.

Middle left: North side entrance and window.

Middle right: The rear of the house.

Bottom: Garage (c.1950's) facing Alviso Street.

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Other houses in the Park Court subdivision, all facing the street Park Court

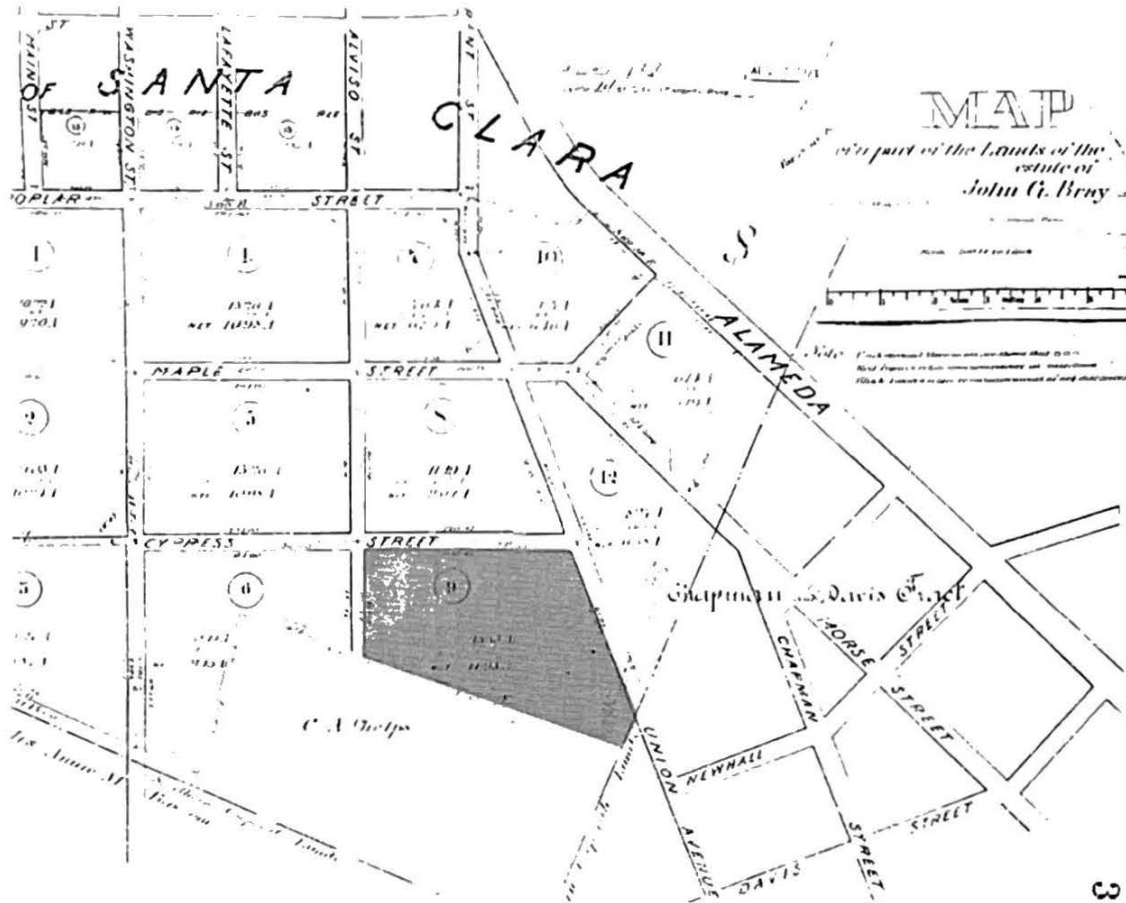


These are some of the houses in Park Court that appear to retain good to high integrity. Several of the house plans were repeated, so that some of the ones shown here have two or three twins or near twins in the subdivision. One house, shown in the fourth row at far left, is a twin of 794 Park Court.

The black and white photo at bottom left is from the booklet "Plan of Santa Clara," published in 1925. It shows a row of three Park Court houses, including the subject house (at right).

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Map of the land of the estate of John G. Bray. Copied from a report by Archives and Architecture, LLC (2015).

John G. Bray came to San Jose in 1852 and he purchased this large tract of land in the 1850s or 1860s. He or his heirs had it divided into twelve parcels; parcel 9, colored red, corresponds to the later Park Court subdivision.

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.

10-Year Restoration Maintenance Plan

January 5, 2021

Megan Carter
794 Park Court
Santa Clara, CA 95050

Dear Planning Staff and Historic & Landmark Commissioners,

The following is my proposed 10-year plan for the restorations and maintenance of my historic home at 794 Park Court. All items to meet the Secretary of Interiors standards for Treatment of Historic Properties:

Years 1-3 (2022-2024)

Foundation: Replace failing concrete hollow brick foundation with new concrete pier and grade beam foundations. The final finish floor height will be set to the highest point of the existing finish floor. Note that the existing finish floor is higher in the middle of the house because the perimeter of the house has settled over the years due to poor rainwater management around the structure. A third bedroom and second bathroom will be added concurrently with the foundation replacement to adapt the home to meet the homeowners needs (adaptive reuse of a historic structure).

Entry Porch Slab & Steps: Replace existing cracked concrete porch slab and steps with new concrete porch slab and steps. The entry porch roof and tapered wood columns to remain unchanged.

Repair wood siding where required due to settling of existing foundations. Siding that will be removed as part of the proposed bedroom addition will be used where needed.

Years 4-5 (2025-2026):

Window Restoration: Restore / Repair existing historic wood window sashes. Where windows sashes are inoperable from being painted shut or where pulley ropes have been they will be restored to working order by cutting the paint and installing new pulley ropes where required. Any minor dry rot areas on the window sashes shall be repaired with epoxy filler and repainted to match. Where elements of the existing window sashes have excessive rot (stiles or rails) they shall be replaced with salvaged or custom milled wood to match. Glazing putty, where cracked, shall be replaced and the window sash shall be painted to match existing.

Years 6-7 (2027-2028):

Painting of the structure: New paint for all exterior wood siding, eaves, gutters / downspouts, all windows, doors and their associated trim.

Year 8 (2029): Electrical: Update all electrical systems including replacing knob and tube wiring.

Year 9 (2030): HVAC: Update all existing heating and ventilation systems.

Year 10 (2031):

Roofing: Replace existing asphalt composition shingle roofing with new triple layer (tri-lam) asphalt composition shingle roofing with a more similar profile and shadow line of wood shingles (what was originally on the home). Repair any dry rot at roof rafters at the eaves and install new ogee style gutter with 2" diameter round downspouts to be more historically sensitive than the current fascia gutters with rectangular downspouts.

I am excited about restoring and rehabilitating my wonderful historic home so that it can be preserved and enjoyed for many years to come.

Sincerely,

Megan Carter