

**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 \_\_\_\_\_, 2019, ("Effective Date"), by and between Gregory C. Meyer and Thuy D. Pham, owners of certain real property located at 610 Monroe Street, Santa Clara, CA 95050 ("OWNERS") and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**A. Recitals.**

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

(2) OWNERS possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2018 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-36-007, and generally located at the street address 610 Monroe Street, in the City of Santa Clara ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Exhibit A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Architecturally or Historically Significant Properties list. OWNERS submitted a Mills Act Proposal to City on March 22, 2019. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

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

B. **Agreement.**

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

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

(2) **Renewal.**

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

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

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

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

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

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

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

**(4) Provision for Information.**

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

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

**(5) Cancellation.**

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

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

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

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

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

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

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

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

**(6) No Waiver of Breach.**

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

**(7) Mediation.**

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

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

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

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

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

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

**(8) Binding Effect of Agreement.**

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

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

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

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the CITY, public (which includes, but is not limited to the benefit to the public street generally located at 610 Monroe Street), and OWNERS.

**(9) Notice.**

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

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

**OWNERS:** Gregory C. Meyer  
610 Monroe Street  
Santa Clara, CA 95050

Thuy D. Pham  
610 Monroe Street  
Santa Clara, CA 95050

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

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

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

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

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

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

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

- a. a Historic Resources Inventory form;
- b. the description of the preservation 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 OWNERS. The decision of the City Council shall be final and conclusive in the matter.

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

**(17) Fees.** The Planning Department may collect such Mills Act Historic Property Contract application fee of \$970.00 (nine-hundred, seventy dollars), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

**(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 OWNERS hereby declare that they would have adopted this Agreement, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid or unconstitutional.

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

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

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

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian Doyle  
City Attorney

\_\_\_\_\_  
Deanna J. Santana  
City Manager

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

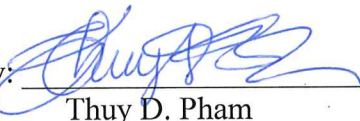
“CITY”

**Gregory C. Meyer and Thuy D. Pham,  
Owners of 610 Monroe Street**

By: \_\_\_\_\_

  
Gregory C. Meyer  
610 Monroe Street  
Santa Clara, CA 95050  
(650) 520-7196

By: \_\_\_\_\_

  
Thuy D. Pham  
610 Monroe Street  
Santa Clara, CA 95050  
(650) 520-7196

“OWNERS”

Exhibits:

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

I:\PLANNING\2019\HLC 2019\06.06.2019\Staff Reports\610 Monroe St\Draft Mills Act Contract.doc



California All-Purpose Acknowledgment

CIVIL CODE § 1189

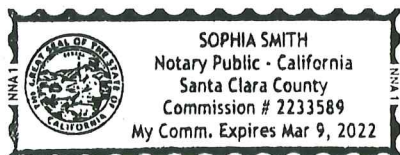
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA } ss

On August 7, 2019, before me, Sophia Smith, a Notary Public, personally appeared Gregory C. Meyer 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.



*Sophia Smith*

SIGNATURE OF NOTARY PUBLIC

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:  
**HISTORIC PROPERTY PRESERVATION AGREEMENT**

California All-Purpose Acknowledgment

CIVIL CODE § 1189

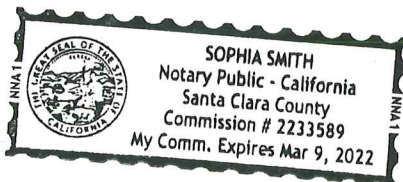
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*Sophia Smith*

SIGNATURE OF NOTARY PUBLIC

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**HISTORIC PROPERTY PRESERVATION AGREEMENT**

## Exhibit "A"

Order Number: 4312-5748151

Page Number: 5

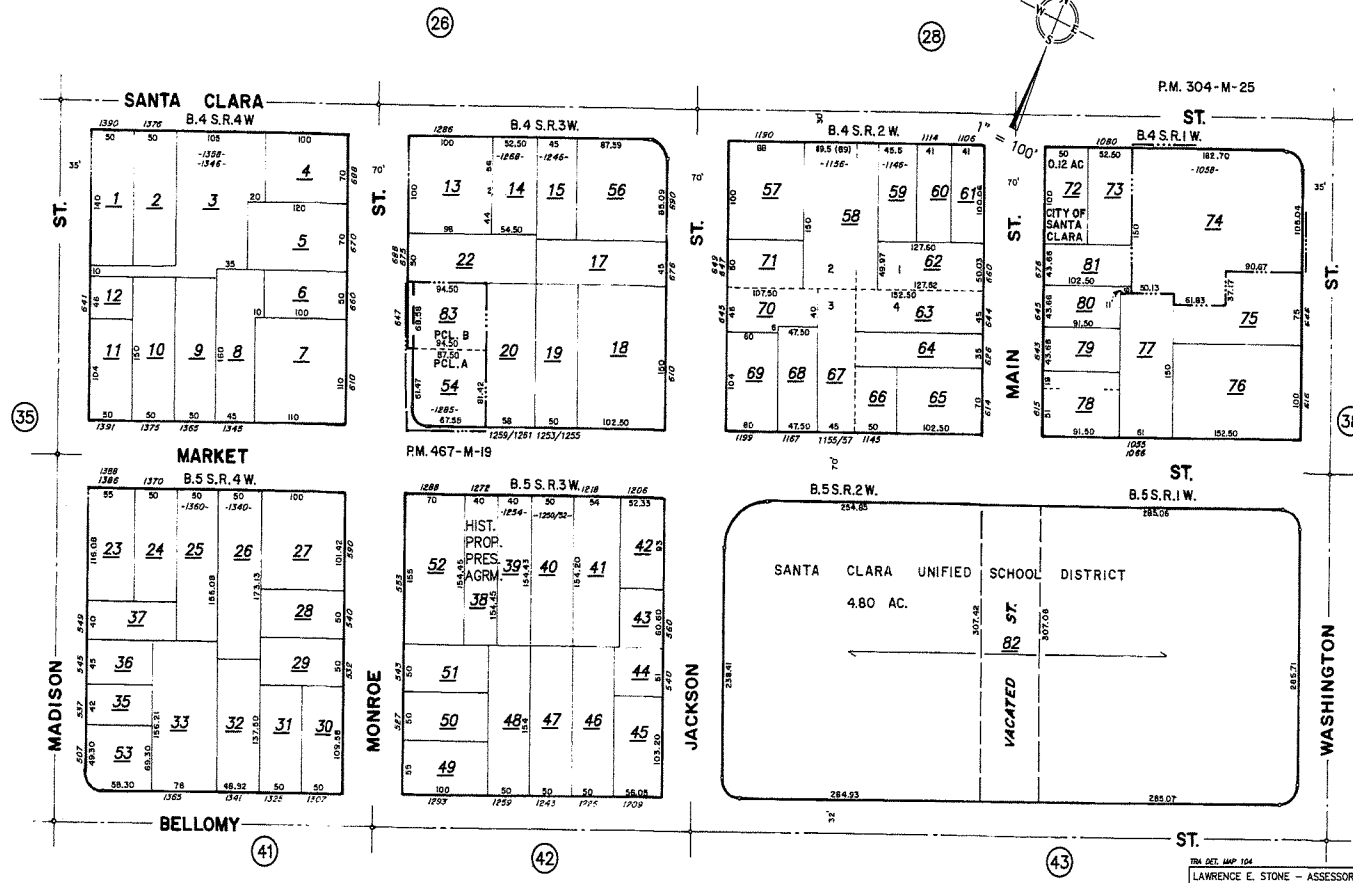
### LEGAL DESCRIPTION

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

PORTION OF BLOCK 4, SOUTH RANGE 4 WEST, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "MAP OF THE TOWN AND SUB-LOTS OF SANTA CLARA, SANTA CLARA COUNTY, CALIFORNIA, SURVEYED BY J. J. BOWEN, COUNTY SURVEYOR, JULY 1866" WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, IN BOOK OF MAPS LETTERED "B", PAGE 103, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF MARKET STREET, WITH THE SOUTHWESTERLY LINE OF MONROE STREET, AS SAID STREETS ARE SHOWN UPON THE MAP ABOVE REFERRED TO; RUNNING THENCE NORTHWESTERLY ALONG THE SAID SOUTHWESTERLY LINE OF MONROE STREET 110.00 FEET TO THE EASTERNMOST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM CHARLES M. WACHOLZ, ET UX, TO MANUEL VIERRA GARCIA, DATED JULY 7, 1923, AND RECORDED JULY 20, 1923 IN BOOK OF OFFICIAL RECORDS NUMBERED 36, PAGE 500; THENCE RUNNING SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF THAT LAND SO DESCRIBED IN THE DEED TO SAID GARCIA AND ITS PROLONGATION SOUTHWESTERLY 110.00 FEET; RUNNING THENCE SOUTHEASTERLY AND PARALLEL WITH THE SAID SOUTHWESTERLY LINE OF MONROE STREET 110.00 FEET TO THE NORTHWESTERLY LINE OF MARKET STREET; RUNNING THENCE NORTHEASTERLY ALONG THE SAID NORTHWESTERLY LINE OF MARKET STREET 110.00 FEET TO THE POINT OF BEGINNING.

APN: 269-36-007



P.M. 304-M-25

P.M. 467-M-19

B.5 S.R.2W.

B.5 S.R.1W.

SANTA CLARA UNIFIED SCHOOL DISTRICT  
4.80 AC.

VACATED

FORM DET. MAP 104  
LAWRENCE E. STONE — ASSESSOR  
Cadastral map for assessment purposes only.  
Compiled under R. & T. Code, Sec. 327.  
Effective Roll Year 2017-2018

First American Title  
Page 6 of 13

Order Number: 4312-5748151  
Page Number: 6

State of California & The Resources Agency DEPARTMENT OF PARKS AND RECREATION <b>PRIMARY RECORD</b>		Primary #	
		HRI #	
		Trinomial	
		NRHP Status Code	
Other Review Code	Reviewer	Date	Listings

Page 1 of 20 \*Resource Name or #: (Assigned by recorder) 610 Monroe Street, Santa Clara CA  
P1. Other Identifier: \_\_\_\_\_

\*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 \_\_\_\_\_ Date \_\_\_\_\_ T \_\_\_\_\_; R \_\_\_\_\_; ☐ of \_\_\_\_\_ of Sec \_\_\_\_\_; \_\_\_\_\_ B.M.

c. Address 610 Monroe Street City Santa Clara Zip 95150

d. UTM: (Give more than one for large and/or linear resources) Zone 10S, 593341 mE/ 4133654.97mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, decimal degrees, etc., as appropriate)

APN 764-24-061

\*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)  
The setting is an urban residential grid where the lots have a consistent setback although they represent a wide span of years and designs.

The house is a 2 story wooden residence constructed on a rectangular plan in a Queen Anne style of architecture with heavy over- tones of colonial revival design. The structure has a crossed gambrel roof with a bell shaped corner turret and a low relief, hipped-roof, front porch. The various roof planes are sheathed in wooden shingles with bands of ornamental fish scale-shingles added. The building is sheathed in wood shingles which also contain bands of ornamental shingles in a wave pattern particularly noticeable along the 3 story hexagonal corner turret. Wide horizontal boards sheath the first floor and foundation. A projecting angled bay with a highly ornamented balustrade above highlights the 2nd story facade. The full width porch is raised 5 steps



\*P3b. Resource Attributes: (List attributes and codes) HP2

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

P5b. Description of Photo: (view, date, accession #) Front Facade

\*P6. Date Constructed/Age and Source: ☒ Historic ☐ Prehistoric ☐ Both  
1895-6-City Directories

\*P7. Owner and Address:

Morse-Fremont LLC 008

1794 The Alameda

San Jose CA 95126

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

Urban Programmers

10710 Ridgeview Ave.

San Jose CA 95127

\*P9. Date Recorded:

9/28/2018

\*P10. Survey Type: (Describe)

Intensive

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

Santa Clara Historic Resources Inventory

\*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): \_\_\_\_\_



# BUILDING, STRUCTURE, AND OBJECT RECORD

\*Resource Name or # (Assigned by recorder) 610 Monroe Street, Santa Clara CA \*NRHP Status Code 3CS/5S1  
Page 2 of 20

B1. Historic Name: Winslow House  
B2. Common Name: none  
B3. Original Use: Single Family Residence B4. Present Use: Vacant (rehabilitation complete)  
\*B5. Architectural Style: Queen Ann with Colonial Revival Details

\*B6. Construction History: (Construction date, alterations, and date of alterations) constructed in 1896. Second front door added c.1944. Rebuild the Chimney 1989, after the earthquake, rehabilitation of the building in 2018 that included new concrete foundation, excavated basement, new skirting over the concrete, gutters and downspouts, all interior wall surfaces were replaced with dry-wall, all mechanical, electrical and plumbing were replaced. The fireplace was converted to natural gas and the rebuilt chimney was not replaced.

\*B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: \_\_\_\_\_ Original Location: \_\_\_\_\_

\*B8. Related Features: None

B9a. Architect: Unknown b. Builder: Unknown

\*B10. Significance: Theme Residential Architecture Area Santa Clara

Period of Significance 1896-2018 Property Type house Applicable Criteria C  
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.) The Winslow House is a significant example of turn of the century-transitional Queen Anne architecture with heavy elements of Colonial Revival design. The house was constructed on 1895 for the Winslows, a wealthy family that moved from the mid-west to a farm outside San Jose and then constructed the house to live in the City. The house incorporates the fine sash work of the Pacific Manufacturing Company in the diversity of window styles. The Winslow House represents one of the finest historic homes in Santa Clara exhibiting turn-of-the-century design and qualifies as a Santa Clara Historic Landmark, and is eligible for listing in the California Register of Historic Resources.

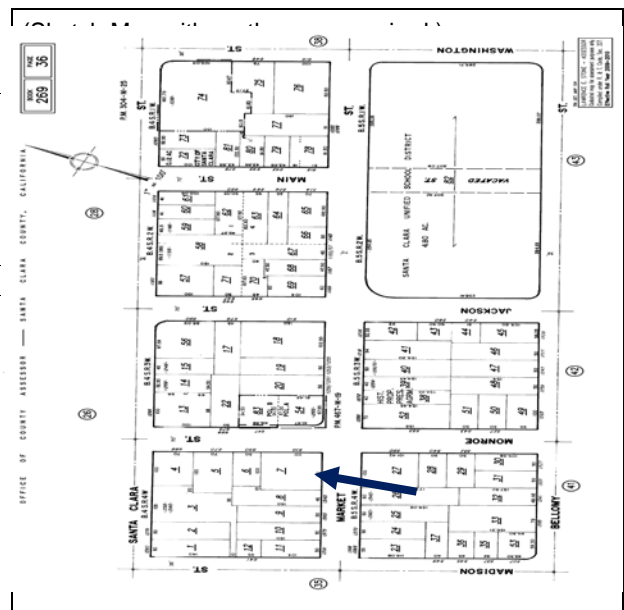
B11. Additional Resource Attributes: (List attributes and codes) \_\_\_\_\_

\*B12. References: Continued..

B13. Remarks:

\*B14. Evaluator: Bonnie Bamburg  
\*Date of Evaluation: 9/28/2018

(This space reserved for official comments.)



## CONTINUATION SHEET

Page Page 3 of 20

\*Resource Name or # (Assigned by recorder)

\*Recorded by: Urban Programmers

\*Date 9/28/2018

☒ Continuation

☒ Update

### P.3 Description continued:

above ground level and is supported by 6 Tuscan columns. Fenestration is varied and highly ornamental though generally double hung in operation. An elliptical window highlights the gambrel and an oriel window is centered on one face of the turret. The top sash of most 2nd story windows contain patterned mintuns.

In 2017-18 the house was lifted and placed on a new concrete foundation. The brick chimney had been rebuilt some years ago and because wood fires are no longer permitted the chimney was left off the building-the interior fireplace was retained with a gas insert. Rehabilitation of the house began by removing all the windows to repair the sash and replace the cord operating systems. All windows, including the ornamental mintuns were repaired, sanded and repainted and replaced in their original locations. The exterior wood siding, singles, columns and railings of the entire house were cleaned, scraped, sanded and repainted over a base coat. Horizontal boards that cover the foundation were repaired and some replaced to match. Spindles that were in front of the foundation vents were replaced in front of new screens. The front steps were repaired and painted as was the wood floor porch. The decision was made to keep the second entry door (c.1950) and it was repaired. The rear porch was repaired and new stairs and railing were installed. These match the ones on the house prior to rehabilitation. One window was completely replaced with a wood frame and sash to match the others in the house. The new foundation included stairs to the basement. The railing along the stairs was designed to match the existing one that was rotted. Most gutters, scuppers and leaders were replaced to provide a water tight system to divert rain water away from the house.

The interior had been remodeled and had a mix of wall board, beaver board and plaster. All the surfaces were removed to allow all new electrical wiring, plumbing and HVAC systems to be installed and not visible. All walls were recovered with sheetrock and the original mouldings were cleaned, repainted and replaced and where that was not possible new mouldings that match the building were installed in the original locations. Pocket doors were cleaned and refinished and the mechanism were replaced so they operate easily. The stair banister and balustra to the upper floor was cleaned, tightened and refinished. All kitchen and bathroom fixtures were replaced with new fixtures and the working surfaces in the kitchen were replaced with stone. Lighting was by an assortment of fixtures that were installed as the house changed to guest rooms and a beauty shop. These were all replaced with energy efficient fixtures.

The historic building retains the structure and design of the original house, all exterior siding, decorative shingles, columns, trim and windows. The materials that were removed are the brick foundation that was crumbling, the chimney that had been rebuilt and interior wall surfaces that were a mix of materials. The result of the rehabilitation is to preserve the historic house as a single-family home for many years into the future.

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A new structure for a two-car garage is planned for the side of the property close to where the original garage was located. The new garage does not intrude or detract from the historic house.

**Photographs were taken in September 2018:**



Photograph 1 610 Monroe St. Santa Clara

View: The front façade and side showing the tower and the area behind the tower where the chimney had been.

Date: September 2018 (after rehabilitation was complete)



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Photograph 2 610 Monroe St. Santa Clara

View: The front façade –front porch, stairs, and entry doors. Note the spineless covering vents in the foundation. A railing was installed on one side of the stairs as a safety measure.

Date: September 2018 (after rehabilitation was complete)

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Photograph      3      610 Monroe St. Santa Clara

View: The side and rear façades –The rear porch was repaired and the railings reinstalled. The railing above the basement stairs was added so they could be blocked and still retain the appearance of the historic house.

Date: September 2018 (after rehabilitation was complete)



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Photograph 4 610 Monroe St. Santa Clara  
View: The rear façade –rear steps to the utility area.  
Date: September 2018 (after rehabilitation was complete)

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Photograph 5 610 Monroe St. Santa Clara

View: Interior view of the living room to the dining with pocket door between

Date: September 2018 (after rehabilitation was complete)

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Photograph 6 610 Monroe St. Santa Clara

View: interior of the living room looking past the pocket doors toward the front door and staircase.

Date: September 2018 (after rehabilitation was complete)

### B. 12 Significance continued:

According to the Santa Clara City Directory, the house was constructed in 1895. The owner was William Delos Winslow. William Delos Winslow was born in New York in 1844, and his ancestry traces to the Mayflower, and Plymouth Settlement. He came to California mid-life, after serving during the Civil War and is registered in Minnesota in the Civil and Indian Wars 1861-1865, as



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participating in the local militia.<sup>1</sup> In 1887, when their first daughter was born the family was living in Missouri and William listed his occupation as a banker. The next year the family had moved to California and he registered to vote in Santa Clara County on September 24, 1888, and is listed living on a farm in north San Jose.<sup>2</sup> By the time, he registered to vote in 1896, his occupation was again listed as Banker.<sup>3</sup> He moved in 1896 to Santa Clara at the corner of Market and Monroe streets and his occupation is banker and farmer. From then on, his residence address is listed as either 610 Monroe or the corner of Market and Monroe Streets. By the 1900 U.S. Census he is listed living at 610 Monroe Street in Santa Clara but his occupation is farmer. His family consisted of his wife Hattie Elizabeth Colby Winslow, son Ross Colby and daughters Ola Elizabeth and Mona Delos Winslow. William died January 24 1905 and is buried in Mission City Memorial Park. Hattie continued to live in the house on Monroe Street until 1930.<sup>4</sup>

Their son, Ross Colby Winslow became a notary and at 23, is listed in the Santa Clara City Directory as a banker.<sup>5</sup> The 1940 U.S. Census listed Ross as a building Contractor living the same house on Montgomery Street in Eden Township, Alameda County, where he lived in 1930. His wife was the director of an Alameda County charity and his mother was living with them. In the late 1940s, he entered the insurance industry. Ross Colby Winslow died in 1953.

Ola Elizabeth Winslow became a teacher, professor and an author with many titles to her credit, including the Pulitzer Prize-winning biography of the eighteenth-century theologian Jonathan Edwards. She attended Stanford University (Class of 1906) and taught at private girls schools, the University of the Pacific (located in San Jose). After achieving a master's degree at Stanford in 1914, she moved east to Goucher College in Baltimore where she remained for thirty years. During this period, she also received her Ph.D. in English from the University of

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<sup>1</sup> Minnesota Board of Commissioners, Minnesota in the Civil and Indian Wars, 1861-1865, Volume 1 Minnesota Historical Society, 2005

<sup>2</sup> California State Library, California History Section; *Great Registers, 1866-1898*; Collection Number: 4 - 2A; CSL Roll Number: 125; FHL Roll Number: 977288

<sup>3</sup> California State Library, California History Section; *Great Registers, 1866-1898*; Collection Number: 4 - 2A; CSL Roll Number: 126; FHL Roll Number: 977290

<sup>4</sup> U.S. Census for 1940, Alameda County, Eden Township.

<sup>5</sup> *California Blue Book or State Roster 1909*. Sacramento, CA, USA: State Printing Office, 1909.

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Chicago. In 1944, she became a professor of English at Wellesley College. Her years of teaching ended in 1962 when she became a full time writer- a prolific career that resulted in many publications. She remained on the East Coast the rest of her life.

In 1932, the property was sold to Charles Henry Wacholz, a millworker at Pacific Manufacturing Company, and his wife Johanna. The Wacholz family previously lived at 543 Monroe St. Charles died in 1944, after which, the property was sold, and Johanna moved to 295 Main Street, Santa Clara. The next owner in 1944, was Eugenia Mattie who opened a beauty shop in the house (this appears to be when the second front door was added). Within three years, the house changed owners to Mrs. E.A. Berger's Beauty Shop and also included residential tenants, Chester Bucyle and David Haines. With a few vacant years in 1960, the property belonged to Albert Warden.

The history of owners of the house shows the first owner, and for whom the house was constructed, to be the most prominent although his influence in Santa Clara appears minor, as his business interests were in San Jose or Santa Clara County. Daughter Ola Elizabeth Winslow lived in the house while attending school and for the first years of her career teaching. However, she moved to the east coast prior to gaining notoriety for her publications.

### Evaluation of Historical Significance

#### National Register of Historic Places – Standards (Criteria)

The National Register of Historic Places has established standards for evaluating the significance of resources that are important in the heritage of the Nation. Historic resources may be considered important at the local level, state level or national level. To apply the standards the resource must be considered within significant historical contexts. The standards, age and integrity statements follow;

1. A property must be fifty years old or meet additional criteria
2. The resource must retain architectural and historical integrity from the period of significance.
3. The resources must meet at least one of the following four criteria
  - a. are associated with events that have made a significant contribution to the broad patterns of our history; or
  - b. are associated with the lives of persons significant in our past; or
  - c. embody the distinctive characteristics of a type, period, or method that possess

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- high artistic values, or that represents a significant and distinguishable entity whose components may lack individual distinction; or
- d. have yielded, or may be likely to yield, information important in prehistory or history

Criteria of age: constructed in 1895, the house is over fifty years old.

Criteria "a" – The era of development and expansion within Santa Clara that occurred between 1849-1900 is represented in the development of this property. However, the National Register further clarifies the broad events with the word significant *"with events that have made a significant contribution to the broad patterns of our history"*. The subdivision and subsequent development of this individual property, without other events associated with the property did not make a significant contribution to the patterns of history. It is not considered individually significant at the level required by the National Register of Historic Places.

Criteria "b" The Winslow family were wealthy from their agricultural business before moving to Santa Clara where they and were part of the social and religious community but, but were not found to be important leaders in the community. When Olga gained her prominence in the literary world she had been away from Santa Clara for many years. Criterion B requires property to be *"...associated with the lives of persons individually significant in our past."*

Criteria "c" The house represents fine example of transitional Queen Anne style with heavy elements of Colonial Revival design. The house incorporates extensive ornamental windows that show the quality and designs of the Pacific Manufacturing Company, a Santa Clara company that was known for their fine sash and windows. The building was rehabilitated in 1917-18 following the Secretary of the Interiors Standards for Rehabilitating Historic Buildings for the exterior and is one of the finest turn-of-the-century homes in Santa Clara. Due to the interior alterations, the Winslow House does not appear to meet the National Register requirements, *"buildings embody the distinctive characteristics of a type, period, or method that possess high artistic values, or that represents a significant and distinguishable entity whose components may lack individual distinction."*



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Criteria "d" The property has been extensively redeveloped disturbing the shallow soil cover. Therefore, it is unlikely that the property will yield additional information about history or prehistory.

The Winslow House does not appears eligible for individual listing in the National Register of Historic Places.

### EVALUATION USING THE CRITERIA OF THE CALIFORNIA REGISTER

The criteria for listing historical resources in the California Register of Historic Resources are consistent with those for listing resources in the National Register of Historic Places, but have been modified for state use in order to include a range of historical resources which better reflect the history of California. An historical resource must be significant at the local, state or national level under one or more of the four criteria shown below.

In addition, the resource must retain enough of its historic character or appearance to be recognizable as a historic property, and to convey the reason for its significance. The subject property does not retain integrity due to the alterations and additions.

Criteria 1. *It is 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.*

The building does not meet Criterion 1. It has not been associated with an event or broad pattern that contributed significantly to local or regional history. The building is a single-family house without association to any significant events or broad patterns of history or heritage.

Criteria 2. *It is associated with the lives of persons important to local, California, or national history*

The original owners of the house were invested in agriculture. Research did not find any important activity or reason to believe they were important to local or California history.

Criteria 3. *It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master or possesses high artistic values.*

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The house represents fine example of transitional Queen Anne style with heavy elements of Colonial Revival design. The house incorporates extensive ornamental windows that show the quality and designs of the Pacific Manufacturing Company, a Santa Clara company that was known for their fine sash and windows. The building was rehabilitated in 1917-18 following the Secretary of the Interiors Standards for Rehabilitating Historic Buildings and is one of the finest turn-of-the-century homes in Santa Clara.

The Winslow House exhibits a high level of significant characteristics important in understanding turn-of-the-century architecture in Santa Clara. The house possess high artistic values in the design and quality of construction, including ornamental windows. The Winslow House is eligible for individual listing in the California Register of Historic Resources under criterion 3.

*Criteria 4. It has yielded, or is likely to yield, information important to the prehistory or history of the local area, California, or the nations.*

The soils have been disturbed during construction operations and then developed with a building, driveway, and landscaping that have disrupted the site and native soils. It is unlikely that significant information important to prehistory or history would be found on this site.

### **SANTA CLARA GENERAL PLAN REGARDING HISTORIC PROPERTIES:**

The Santa Clara General Plan "*Structures of historic or architectural significance shall be identified and documented and efforts shall be made to preserve them*". The Municipal Code Section 18.58.030 – Designation

...the historical Landmarks Commission shall consider the listings in the National Register of Historic Places, the California Historical Landmarks Program, the Santa Clara County Preliminary Inventory of Historic Landmarks, and City's historical survey, and other compilations of historical buildings and sites. The Commission shall evaluate the proposed landmark for its historical or cultural uniqueness or as an outstanding local example of an architectural style or building techniques.

Chapter 8.9.2 of the City's General Plan. Criteria for local significance (Adopted by the City Council on April 8, 2004)

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*Qualified Historic Resource*

*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.*

Criterion for Historical or Cultural Significance

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

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

The Winslow House exhibits unique architectural character, and interest as a fine example of turn-of-the-century the transition from Queen Anne style to the Colonial Revival styles of the early twentieth century. The recent rehabilitation followed the Secretary of the Interiors Standards for Rehabilitating Historic Buildings and remains one of the finest turn-of-the-century homes in Santa Clara reflecting the heritage and development pattern and styles of the City,

2. The property is associated with a historical event.

Research did not disclose any historically important event associated with the property.

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.

The property is not associated with a specific individual or group that contributed in a significant way to the heritage of Santa Clara.

4. The property is associated with a significant industrial, institutional, commercial, agricultural, or transportation activity.

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The property is/was a single-family house. It is not associated with a significant industrial, institutional, commercial, agricultural, or transportation activity.

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.

The house, is part of a cumulative association with the broad patterns of growth as the home of the Winslow family who were part of the cultural and social patterns of the City. This is not a significant part of a broad pattern.

6. A notable historical relationship between a site, building, or property's site and its immediate environment, including original native trees, topographical features, outbuildings or agricultural setting.

There is not a notable historical relationship between the buildings on the site and the immediate environment.

### Criterion for Architectural Significance

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

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

The Winslow House is characteristic of turn-of-the-century architecture found in the homes of wealthy families in Santa Clara County. The architecture is unique in Santa Clara.

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

The architect or builder for the Winslow House has not been identified.

3. The property is architecturally unique or innovative.

The house is architecturally unique in Santa Clara. The style is artistic in a transition from the Queen Anne Style to Colonial Revival style. The extensive use of ornamental windows from Pacific Manufacturing Company adds to the artistic quality and the unique design.

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

The Old Quad exhibits a variety of architectural styles for the late 1800s. This building contributes to the collection of styles and sizes that describe how the residents of Santa Clara lived during the late 1800s into the mid-1900s.

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

The house does not have a visual symbolic meaning in the community.

6. A building's unique or uncommon building materials, or its historically early or innovative method of construction or assembly.

The building is a wood frame with horizontal board siding, artistic shingle pattern under manufactured shingle siding. These are common materials. The materials are not used in an innovative method of construction. The house is not unique or innovative.

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 building is notable. There are no special, aesthetic or functional attributes that are unusual.

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### Criterion for Geographic Significance

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

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

The building is part of the residential buildings in the Old Quad where similar homes create a sense of the broad patterns of local development history.

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

The building provides a minor visual contribution to the community. The subject house is compatible with other modest "cottage" style houses in the immediate area.

3. An intact, historical landscape or landscape features associated with an existing building.

There is no historical landscape or features associated with the property.

4. A notable use of landscaping design in conjunction with an existing building.

The landscape is compatible with the historic house but is contemporary.

### Definition of Integrity

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 criteria recognize seven aspects to integrity. The seven aspects of integrity 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.

Properties must have sufficient integrity in addition to meeting the criterion for significance in order to be considered a qualified historic resource.

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Finding: The evaluation of the historical and architectural qualities of the property allow the conclusion that the property is eligible for historic landmark designation in the City of Santa Clara. The property contributes to the architectural heritage of the City of Santa Clara's historic streetscape that would show the broad patterns of residential development from the turn-of-the century.

### B. 12 Sources consulted:

#### SOURCES CONSULTED:

#### REPOSITORIES USED AND PERSONS CONSULTED INCLUDE:

Dr. Martin Luther King Jr. San Jose Main Library  
Santa Clara City Library

#### Official records:

Santa Clara City Building Permit Records  
Santa Clara Historic Resource Inventory-DPR for 610 Monroe St, 1980  
Santa Clara County Assessor's Appraisal Records  
Santa Clara County Recorder's Land Title Records  
U.S. Census Data, 1910, 1920, 1930 and 1940

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Santa Clara Historical and Landmarks Commission, Tour of Historical Santa Clara, undated

Skowronek, Russell K., Telling the Santa Clara Story-Sesquicentennial Voices, Santa Clara University, Santa Clara 2002

State of California, Office of Historic Preservation, Instructions for Nominating Historical Resources to the California Register of Historical Resources, 1997

State of California, California Register of Historical Resources (data listing)

Thomson & West, 1876 Historical Atlas of Santa Clara County. California,

United States Department of the Interior, National Register Bulletin – How to Apply the National Register Criteria for Evaluation, 1997



paragraph (e) and adding the heading "Canadian dollars", and adding new paragraph (f) to read as follows:

**§ 7.3 Glacier National Park.**

(a) *Fishing*. (1) Fishing regulations, based on management objectives described in the park's Resource Management Plan, are established annually by the Superintendent.

(2) The Superintendent may impose closures and establish conditions or restrictions, in accordance with the criteria and procedures of §§ 1.5 and 1.7 of this chapter, or any activity pertaining to fishing, including but not limited to, species of fish that may be taken, seasons and hours during which fishing may take place, methods of taking, size, location, and possession limits.

(3) Fishing in violation of a condition or restriction established by the Superintendent is prohibited.

\* \* \* \* \*

(d) *Motorboats*. (1) Motorboats and motor vessels are limited to ten (10) horsepower or less on Bowman and Two Medicine Lakes. This restriction does not apply to sightseeing vessels operated by an authorized concessioner on Two Medicine Lake.

(2) All motorboats and motor vessels except the authorized, concessioner-operated, sightseeing vessels are prohibited on Swiftcurrent Lake.

(3) The operation of all motorboats and motor vessels are prohibited on Kintla Lake.

\* \* \* \* \*

(f) *Commercial passenger-carrying motor vehicles*. The prohibition against the commercial transportation of passengers by motor vehicles to Glacier National Park, contained in § 5.4 of this chapter, shall be subject to the following exceptions:

(1) Commercial transport of passengers by motor vehicles on those portions of the park roads from Sherburne entrance to the Many Glacier area; from Two Medicine entrance to Two Medicine Lake; from West Glacier entrance to the Camas Entrance; U.S. Highway 2 from Walton to Java; and the Going-to-the-Sun Road from West Glacier entrance to Lake McDonald Lodge and from St. Mary entrance to Rising Sun will be permitted.

(2) Commercial passenger-carrying motor vehicles operated in the above areas, on a general, infrequent, and nonscheduled tour in which the visit to the park is incidental to such tour, and carrying only round-trip passengers traveling from the point of origin of the tour, will be accorded admission to the park. Such tours shall not provide, in

effect, a regular and duplicating service conflicting with, or in competition with, the tours provided for the public pursuant to contract authorization from the Secretary as determined by the Superintendent.

Dated: June 16, 1995.

George T. Frampton, Jr.,

Assistant Secretary for Fish and Wildlife and Parks.

[FR Doc. 95-16965 Filed 7-11-95; 8:45 am]

BILLING CODE 4310-70-P

**36 CFR Part 68**

RIN 1024-AC24

**The Secretary of the Interior's Standards for the Treatment of Historic Properties**

AGENCY: National Park Service, Interior.

ACTION: Final rule.

**SUMMARY:** The National Park Service (NPS) published proposed revisions to 36 CFR part 68, The Secretary of the Interior's Standards for Historic Preservation Projects, on January 18, 1995 (60 FR 3599). The standards apply to all proposed grant-in-aid projects assisted through the National Historic Preservation Fund, focusing primarily on development projects involving buildings. The public was invited to comment for 60 days, with a closing date of March 20, 1995. *No comments were received.* A more thorough discussion of the revisions can be found in the proposed rule (60 FR 3599).

**EFFECTIVE DATE:** August 11, 1995.

**FOR FURTHER INFORMATION CONTACT:** Kay Weeks, 202-343-9593.

**SUPPLEMENTARY INFORMATION:**

**Background**

The Secretary of the Interior's Standards for Historic Preservation Projects were codified December 7, 1978, at 36 CFR part 1207 (43 FR 57250), and redesignated at 36 CFR part 68 on July 1, 1981 (46 FR 34329). These Standards are applied to all proposed grant-in-aid projects assisted through the National Historic Preservation Fund (HPF). They focus primarily on acquisition and development projects for buildings listed in the National Register of Historic Places.

The NPS is revising 36 CFR part 68, The Secretary of the Interior's Standards for Historic Preservation Projects, and replacing it with a broader set of standards to include all cultural property types. The revisions will change the title of 36 CFR part 68 to "The Secretary of the Interior's Standards for the Treatment of Historic

Properties". Revisions to the existing Standards began in 1990 in conjunction with the National Conference of State Historic Preservation Officers and meetings with the National Trust for Historic Preservation and a number of other outside organizations. Standards have been evolving over time, with the majority of the concepts proposed here having been practiced successfully in field application. These practices are now being proposed as revisions to codified standards and are, in several ways, broader in approach and, most important, easier to use.

First, the revised standards may be applied to all historic resource types, including buildings, sites, landscapes, structures, objects and districts.

Second, they will eliminate the general and specific standards format, which tended to create a lengthy rule that was also confusing. In the existing rule, eight general standards apply to every project, even though the goals of work differ dramatically. In addition, specific standards apply to specific types of projects, thus acknowledging the differences in work approaches, but resulting in a total of 77 standards. The revised standards remedy organizational problems that had existed in the earlier standards and create a clearer document for the user. For example, the definitions of the different treatments are expanded to assist selection of the most appropriate one; § 68.4(a), relating to acquisition, has been deleted because it is not a treatment; and protection and stabilization are consolidated under a single preservation treatment rather than being cited separately. As a result, the total number of treatments will be reduced from seven to four.

Third, the total number of standards will be reduced from 77 to 34, and the distinctions between the four treatments have been clarified in the standards themselves. *Preservation* focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time. *Rehabilitation* acknowledges the need to alter or add to a historic property to meet continuing or changing uses, while retaining the property's historic character. *Restoration* is undertaken to depict a property at a particular period of time in its history, while removing evidence of other periods. *Reconstruction* recreates vanished or non-surviving portions of a property, generally for interpretive purposes.

In summary, the simplification and sharpened focus of these revised sets of treatment standards will assist users in making sound historic preservation decisions. It should be noted that a

slightly modified version of the Standards for Rehabilitation was codified in 36 CFR part 67, and focuses on "certified historic structures" as defined by the IRS Code of 1986. Those regulations are used in the Preservation Tax Incentives Program. 36 CFR part 67 should continue to be used when property owners are seeking certification for Federal tax benefits.

#### Drafting Information

The primary authors of the final rule are Kay D. Weeks, Technical Writer-Editor, Preservation Assistance Division, and H. Ward Jandl, Deputy Chief, Preservation Assistance Division.

#### Paperwork Reduction Act

This rulemaking does not contain information collection requirements that require approval by the Office of Management and Budget under 44 U.S.C. 3501 *et seq.*

#### Compliance With Other Laws

This rule was not subject to review under Executive Order 12866. The Department of the Interior has determined that this document will not have a significant economic effect on a substantial number of small entities under the Regulatory Flexibility Act (5 U.S.C. 601 *et seq.*).

The NPS has determined that this rule will not have a significant effect on the quality of the human environment, health and safety because it is not expected to:

(a) Increase public use to the extent of compromising the nature and character of the area or causing physical damage to it;

(b) Introduce incompatible uses that may compromise the nature and characteristics of the area, or cause physical damage to it;

(c) Conflict with adjacent ownerships or land uses; or

(d) Cause a nuisance to adjacent owners or occupants.

Based on this determination, this final rule is categorically excluded from the procedural requirements of the National Environmental Policy Act (NEPA) by Departmental guidelines in 516 DM 6 (49 FR 21438). As such, neither an Environmental Assessment nor an Environmental Impact Statement has been prepared.

#### List of Subjects in 36 CFR Part 68 Historic Preservation

In consideration of the foregoing, 36 CFR part 68 is revised to read as follows:

### PART 68—THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES

#### Sec.

68.1 Intent.

68.2 Definitions.

68.3 Standards.

**Authority:** The National Historic Preservation Act of 1966, as amended (16 U.S.C. 470 *et seq.*); sec. 2124 of the Tax Reform Act of 1976, 90 Stat. 1918; EO 11593, 3 CFR part 75 (1971); sec. 2 of Reorganization Plan No. 3 of 1950 (64 Stat. 1262).

#### § 68.1 Intent.

The intent of this part is to set forth standards for the treatment of historic properties containing standards for preservation, rehabilitation, restoration and reconstruction. These standards apply to all proposed grant-in-aid development projects assisted through the National Historic Preservation Fund. 36 CFR part 67 focuses on "certified historic structures" as defined by the IRS Code of 1986. Those regulations are used in the Preservation Tax Incentives Program. 36 CFR part 67 should continue to be used when property owners are seeking certification for Federal tax benefits.

#### § 68.2 Definitions.

The standards for the treatment of historic properties will be used by the National Park Service and State historic preservation officers and their staff members in planning, undertaking and supervising grant-assisted projects for preservation, rehabilitation, restoration and reconstruction. For the purposes of this part:

(a) *Preservation* means the act or process of applying measures necessary to sustain the existing form, integrity and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

(b) *Rehabilitation* means the act or process of making possible an efficient compatible use for a property through repair, alterations and additions while preserving those portions or features that convey its historical, cultural or architectural values.

(c) *Restoration* means the act or process of accurately depicting the form, features and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

(d) *Reconstruction* means the act or process of depicting, by means of new construction, the form, features and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

#### § 68.3 Standards.

One set of standards—preservation, rehabilitation, restoration or reconstruction—will apply to a property undergoing treatment, depending upon the property's significance, existing physical condition, the extent of documentation available and interpretive goals, when applicable. The standards will be applied taking into consideration the economic and technical feasibility of each project.

(a) *Preservation.* (1) A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.

(2) The historic character of a property will be retained and preserved. The replacement of intact or repairable historic 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. Work needed to stabilize, consolidate and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.

(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) The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color and texture.

(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.

(b) *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.

(c) *Restoration.* (1) A property will be used as it was historically or be given a new use that interprets the property and its restoration period.

(2) Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces and spatial relationships that characterize the period will not be undertaken.

(3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.

(4) Materials, features, spaces and finishes that characterize other historical periods will be documented prior to their alteration or removal.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.

(6) Deteriorated features from the restoration period 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.

(7) Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.

(8) 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.

(9) Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(10) Designs that were never executed historically will not be constructed.

(d) *Reconstruction.* (1) Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is

available to permit accurate reconstruction with minimal conjecture and such reconstruction is essential to the public understanding of the property.

(2) Reconstruction of a landscape, building, structure or object in its historic location will be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts that are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.

(3) Reconstruction will include measures to preserve any remaining historic materials, features, and spatial relationships.

(4) Reconstruction will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color and texture.

(5) A reconstruction will be clearly identified as a contemporary re-creation.

(6) Designs that were never executed historically will not be constructed.

Dated: June 9, 1995.

George T. Frampton, Jr.,

Assistant Secretary for Fish and Wildlife and Parks.

[FR Doc. 95-16953 Filed 7-11-95; 8:45 am]

BILLING CODE 4310-70-P

## ENVIRONMENTAL PROTECTION AGENCY

### 40 CFR Part 180

[OPP-300383A; FRL-4958-6]

RIN 2070-AB78

### Poly(phenylhexylurea), Cross-Linked; Tolerance Exemption

AGENCY: Environmental Protection Agency (EPA).

ACTION: Final rule.

**SUMMARY:** This document establishes an exemption from the requirement of a tolerance for residues of poly(phenylhexylurea), cross-linked, when used as an inert ingredient (encapsulating agent) in pesticide formulations applied to growing crops only under 40 CFR 180.1001(d) to replace the existing exemption from the requirement of a tolerance for residues of cross-linked polyurea-type encapsulating polymer under 40 CFR

## **Exhibit "D"**

### **10 Year Plan for 610 Monroe St, Santa Clara, CA 95050**

#### **Year 1 (2019):**

##### **Immediate maintenance:**

- Window screen installation
- Window covering for uv protection
- Interior staircase and landing repairs
- Exterior paint touch up and cleaning
- Termite inspection/repairs
- Plumbing repairs
- Master bedroom window repairs (2)

#### **Years 2-4 (2020 -2022):**

- Roof inspection/repairs to shingles, several distressed external panels
- Rain gutter and downspout need cleaning and re-attached at certain points
- Porch in rear of house replace landing and hand rails due to rotten wood
- Porch in front of house replace steps due to cracked and rotten wood
- Paint front and back porches
- Paint southern exposure side of exterior walls for sun damage
- Window repairs on southern exposure side of house

#### **Years 5-6 (2023-2024):**

- Paint eastern and western exposure sides of exterior of house for sun damage
- Window repairs on eastern and western sides of house
- Cleaning of exterior siding and re-caulking and paint touch up

#### **Years 7-8 (2025-2026):**

- Paint northern exposure side of exterior of house
- Roof inspection/repairs to shingles
- Window repairs to northern exposure side of house

#### **Year 9: (2027)**

- Tank less water heater replacement, expect end of useful life
- Furnace inspection/repairs
- Paint front and rear exterior porches

#### **Year 10: (2028)**

- Replace roof , we expect roof to have exceeded its life span by year 10 of ownership
- Refinish exterior door including the restoration of the brass antique knobs and hardware
- Refinish interior hardwood floors