



## Agenda Report

19-951

Agenda Date: 9/5/2019

### REPORT TO HISTORICAL AND LANDMARKS COMMISSION

#### **SUBJECT**

Public Hearing: Mills Act Contract for 908 Fremont Street

#### **BACKGROUND**

The subject property is known as the Nuttman Residence and was constructed in 1937. The property is comprised of a 3,207 square-foot two-story residence with a single-story wing and detached garage. The residence is situated on a large double lot at the corner of Fremont and Lafayette Streets. The residence was designed in a modified version of the Garrison Colonial style and is the only house of this style in Santa Clara.

Property owners Todd and Kristy Rosenbaum are requesting a Mills Act Contract for the property, and the adoption of a 10-Year Rehabilitation and Maintenance Plan associated with the historical preservation agreement. A requirement of the Mills Act is that the building must be a qualified structure, listed on either a local, State or National Register. The subject property is listed on the City's Historic Resources Inventory (HRI).

A DPR523A was prepared by Lorie Garcia of Beyond Buildings to assess the historical significance of the property as an update to the July 1988 Historic Resources Inventory evaluation. The updated DPR form was prepared on January 19, 2018 and is attached to this report for reference. The property owners have also submitted a statement of justification and 10-Year Rehabilitation and Preservation Plan.

#### **DISCUSSION**

The evaluator finds the residence to be a distinguished example of Garrison Colonial architectural style designed by a notable architect and in excellent condition. No alterations have been made to either the house or other buildings or structures on the property since its design and construction. The evaluator finds that the subject residence retains sufficient integrity to qualify as a historic resource and continues to be eligible for listing on the City's HRI.

Some of the notable work to be done per the applicant's proposed 10 Year Rehabilitation and Maintenance Plan includes fumigation of the home, subterranean termite treatment, roof replacement, and house repainting.

Staff finds that the work proposed under the 10-Year Rehabilitation and Maintenance Plan adheres to the Secretary of the Interior's Standards for Rehabilitation. The proposed changes support the preservation, protection, and maintenance of an identified, locally historically significant resource. A copy of the draft contract is also attached to this report.

**ENVIRONMENTAL REVIEW**

The Mills Act program is exempt from the CEQA environmental review requirements per CEQA Section 15061(b)(3). The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**PUBLIC CONTACT**

No public comments have been received at the time of preparation of this report. A complete agenda packet is available on the City's website.

**RECOMMENDATION**

Based upon the analysis and findings of the historical evaluation survey, staff recommends that the Commission forward a recommendation to the City Council for approval of the Mills Act Contract application, including the adoption of 10-Year Rehabilitation and Maintenance Plan associated with this historical preservation agreement.

Prepared by: Rebecca Bustos, Associate Planner

Approved by: Gloria Sciara, Development Review Officer

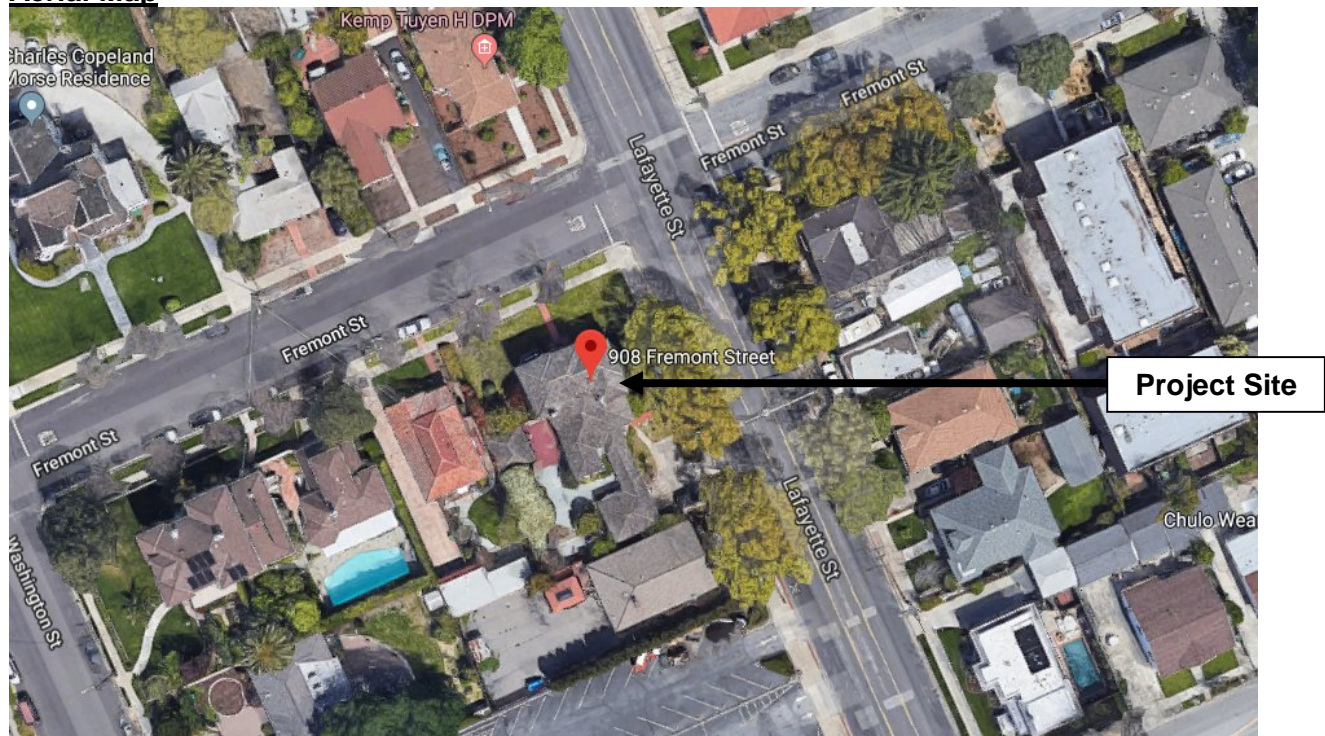
**ATTACHMENTS**

1. Project Data Sheet
2. Draft Mills Act Contract
3. Legal Description
4. Historic Survey (DPR Form)
5. Secretary of the Interior's Standards for Treatment of Historic Properties
6. 10-Year Rehabilitation Plan
7. Termite Inspection Report
8. Statement of Justification

**Project Data**

**File:** PLN2019-13897  
**Location:** 908 Fremont Street, an 11,761 square foot property located on the southwest corner of Fremont Street and Lafayette Street, APN: 269-16-032; property is zoned CD Downtown Commercial  
**Applicant/Owner:** Kristy and Todd Rosenbaum  
**Request:** **Mills Act Contract** for the residence located at 908 Fremont Street  
**CEQA Determination:** Exempt from CEQA review 15601(b)(3)  
**Project Planner:** Rebecca Bustos, Associate Planner  
**Recommendation:** Approve, subject to conditions.

	Existing	Proposed
<b>General Plan Designation</b>	Very Low Density Residential	Same
<b>Zoning District</b>	CD Downtown Commercial	R1-6L Single Family Residential
<b>Lot Size</b>	11,761 square feet	Same
<b>Land Use</b>	Single-family home	Same
<b>Stories / Total Height</b>	Two stories	Same
<b>Parking</b>	Two-car garage	Same

**Aerial Map**



## Zoning Map



## General Plan Map



**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 Todd Rosenbaum and Kristy Rosenbaum, owners of certain real property located at 908 Fremont Street ("OWNERS") and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**A. Recitals.**

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

(2) OWNERS possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2018 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-16-032, and generally located at the street address 908 Fremont 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 May 21, 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 Community Development, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California Historical Building Code and in accordance with the attached schedule of potential home improvements, drafted by the OWNERS and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as "Exhibit D" to this agreement, and incorporated herein by this reference.

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

**(4) Provision for Information.**

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

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

**(5) Cancellation.**

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

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

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

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

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

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

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

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

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

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

**(7) Mediation.**

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

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

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

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

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

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

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

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



and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

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

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the CITY, public (which includes, but is not limited to the benefit to the public street generally located at 908 Fremont 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

<b>OWNERS:</b> Todd Rosenbaum	Kristy Rosenbaum
908 Fremont Street	908 Fremont Street
Santa Clara, CA 95050	Santa Clara, CA 95050

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

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

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

**(12) Attorneys' Fees.** In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein,

or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

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

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

- a. a Historic Resources Inventory form;
- b. the description of the preservation 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 \$5,766.00 (five thousand, seven hundred and sixty six 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 Community

Development determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

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

(20) **Conservation Easements.**

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM:

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

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

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

“CITY”

**Todd Rosenbaum and Kristy Rosenbaum,  
Owners of 908 Fremont Street**

By: \_\_\_\_\_  
Todd Rosenbaum  
908 Fremont Street  
Santa Clara, CA 95050

By: \_\_\_\_\_  
Kristy Rosenbaum  
908 Fremont Street  
Santa Clara, CA 95050

“OWNERS”

Exhibits:

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

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ORDER NO. : 0623013643

## EXHIBIT A

The land referred to is situated in the County of Santa Clara, City of Santa Clara, State of California, and is described as follows:

BEGINNING at the intersection of the Southerly line of Fremont Street with the Westerly line of Lafayette Street, running thence Westerly along said line of Fremont Street 95 feet; thence Southerly and parallel with the Westerly line of Lafayette Street 124.50 feet; thence Easterly and parallel with the Southerly line of Fremont Street 95 feet to the Westerly line of Lafayette Street and thence Northerly along said line of Lafayette Street 124.50 feet to the point of beginning, and being a part of Block 2 North Range 1 East, according to a Map entitled "Map of the Town and Sub Lots of Santa Clara, Santa Clara County, California" which said map was recorded August 22, 1866 in the office of the County Recorder of Santa Clara County, California in Volume B of Maps, page 103.

APN: 269-16-032



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

Primary# \_\_\_\_\_  
HRI# \_\_\_\_\_  
Trinomial \_\_\_\_\_  
NRHP Status Code \_\_\_\_\_

Other Listings  
Review Code \_\_\_\_\_

Reviewer \_\_\_\_\_

Date \_\_\_\_\_

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\*Resource Name or #: (Assigned by recorder) *A. W. Nuttman Residence*

P1. Other Identifier: *908 Fremont St., Santa Clara. CA.*

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

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

\*b. USGS 7.5' Quad *San Jose West* Date *1980 photo revised* T *7S*; R *1W*; *unsectioned*; *Mt. Diablo* B.M.

c. Address *908 Fremont Street* City *Santa Clara* Zip *95050*

d. UTM: (Give more than one for large and/or linear resources) Zone \_\_\_\_\_, \_\_\_\_\_ mE/ \_\_\_\_\_ mN

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

Assessor's Parcel Number: *269-16-032*

*South side of Fremont Street between Lafayette and Washington Streets*

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

*The subject property at 908 Fremont Street is located in the urban setting of a block of houses with tree lined streets that was primarily developed in the first half of the twentieth century with the southernmost one-third of the block redeveloped in the late 1960s. Due to the differing periods of development, the lots in the northernmost two-thirds of the block have widths that vary from 45' to 100.50' wide and lengths that range from 145' to 157' deep. The homes are setback from the street with urban sized front yards. Like the neighboring blocks, the streetscape is a pleasant one which evokes the sense of an early Santa Clara neighborhood.*

(Continued on page 2, form 523L)

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

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

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



\*P5b. Description of Photo: (view, date, accession #)

*Front façade (view toward Southeast) Photo No: 100\_2177, 11/2017*

\*P6. Date Constructed/Age and Source:

☒ Historic ☐ Prehistoric ☐ Both  
*1937*

*Assessor's Records, Architect Records, City Directories, Sanborn Maps,*

\*P7. Owner and Address:

*Kristy and Todd. Rosenbaum  
908 Fremont Street  
Santa Clara, CA 95050*

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

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

\*P9. Date Recorded: *January 19, 2018*

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

\*P11. Report Citation: (Cite survey report and other sources, or enter "none.") *Historic Resources Inventory Form "908 Fremont St.," dated July 1988.*

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



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

Primary #  
HRI #  
Trinomial

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\*Resource Name or # (Assigned by recorder) A. W. Nuttman Residence

Recorded by: Lorie Garcia

\*Date 01/19/2018

☐ Continuation ☒ Update

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

The primary building on the site is a 3,207sq. ft., two-story house, with a one-story wing, that is situated on a large, double, 11,827 sq. ft. lot at the corner of Fremont and Lafayette Streets. Fronting roughly north onto Fremont Street, the house is set back from both streets, allowing for a surrounding open area with lawn and shrubbery. Located adjacent to the south side property line a large concrete driveway, which opens onto Lafayette Street, leads to a detached garage. A wide, straight, patterned concrete walkway, leads from the Fremont Street sidewalk to the front (main) entry. A narrower, patterned concrete walkway leads from the sidewalk on Lafayette Street to a secondary entry in the one-story rear wing.

Constructed in 1937, the residence was designed in a modified version of the Garrison Colonial style and appears to be the sole house of this style existing in Santa Clara. According to McAlester, Garrison Colonial is a sub style of the Colonial Revival architectural style that was mainly built during the period from 1935 to 1955. Sharing many of the same characteristics with the Colonial Revival architectural style, it is almost never seen until the late 1920s and peaked in popularity in the 1930s. Character defining features that distinguish it from its earlier Colonial Revival precedents are an extension of home's second story to overhang the first story wall below along with a masonry-veneered first story and wood siding above. The shape and form of the Garrison Colonial is a two-story rectangular box. Among this style's common derivations are the addition of a single-story wing and differences in the detailing. This home's plan, shape, materials and details reflect its architectural heritage as a Garrison Colonial structure.

The subject residence's plan reflects the architect's slight modification from that of the typical Garrison Colonial plan, which was a rectangular two-story building with a small one-story rectangular wing usually extending from the side elevation. On the subject building, while the main two-story portion of this house is rectangular in form, a larger than usual, square, single-story wing projects from the rear. The house is set over a partial basement, which elevates the living area about 24". Both the two-story main body of the residence and the single-story wing have, medium-pitched, complex hipped roofs with multiple hips. The roofs are sheathed in red cedar shakes (as called for in the original specifications). They have narrow, overhanging, open eaves and exposed rafters. Two masonry covered chimneys with decorative chimney pots, punctuate the roof of the east elevation. A larger, brick, exterior fireplace chimney projects from the rear. The architect who designed this home modified the front facade by altering it from a single flat plane, as was typical, and dividing it into three sections with each section slightly stepped back from the prior section. The east side-elevation was also modified with the rear portion slightly stepped back from the front.

**Supplemental Photograph or Drawing**



Another architect modification is that on the easternmost and middle sections of the front facade, the east side-elevation, and the east rear facade of the two-story building, instead of an actual second story overhang, a decorative band of projecting trim creates the appearance of one. Wide horizontal siding sheathes this second-story portion of the home with a wide plain band set under the second story's trim. The rear of the east side-elevation first story is cut-away with a carved bracket supporting the overhanging corner of the second story. Excepting the middle front facade section of the first-story, which is sheathed in brick veneer that highlights the main entry, the remainder of the residence is covered with masonry. A projecting angled bay window punctuates the body of the house on the front facade's first story. The bay is supported by a row of bricks with a large brick planter below.

**Description of Photo:** (view, date, accession #)  
(Camera pointing east) Front Facade and west side elevation, Photo No: 100\_2182; 11/2017.

(Continued on page 3, Form 523L)

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(Continued from page 2, Form 523L)

*The main entry is centered on the north front façade and is accessed by three brick steps leading to a small front porch that is absorbed into the perimeter of the house. Typical decorative Garrison Colonial detailing is found on the entry. These include the entry surround with pilasters to either side with a simple decorative trim band and cap across the top, and sidelights flanking a centered, Colonial-style paneled wooden entry door. Each sidelight consists of a fixed window comprised of diamond-shaped lights, set above a decorative wood panel. A secondary entry on the east side elevation provides access into the one-story wing, and a set of 8-paned French doors, flanked by similar single doors, provide entry into this wing from the courtyard.*

*Fenestration on the first and second stories of the main body of the house is mainly typical Garrison Colonial style; rectangular in form, vertically oriented, multi-light ( 8-over-8-lights) double-hung windows, flanked by wooden shutters, that are symmetrically placed. A prominent exception is the row of three, four-paned casement windows with shutters, centered in the front facade's second story directly above the main entry. A narrow window box supported by six brackets with carved ends, ornaments this row. The fixed windows of the front-facing bay are comprised of small diamond shaped lights, similar to those of the front entry sidelights. Fenestration of the north side-elevation consists of four, symmetrically placed (two on the second story and two on the first), multi-light ( 8-over-8-lights) double-hung windows, flanked by wooden shutters. Fenestration of the east side-elevation consists of similar multi-light windows in the front portion but differs in this elevation's inset rear portion. Fenestration of this portion's first story consists of a pair of narrow 8-paned casement windows, followed by a single similar window set into the cut-away face of the elevation. No shutters flank these windows. A pair of casement windows, flanked by shutters and ornamented with a window box similar to that on the front facade, but smaller with four supporting brackets that have carved ends, is set into the second story. All the windows on the two-story body of the house have projecting sills and are surrounded by narrow, plain frames. The multi-light, double-hung windows have a decorative apron.*

*The most striking difference in the fenestration of the single story wing is the absence of shutters on the double-hung windows. And, although fenestration of both the west side-elevation and rear facade of this wing consists of two multi-light ( 8-over-8-lights) double-hung windows, the east side-elevation's windows are markedly different. Fenestration of this elevation consists of a ribbon of small, six-light casement windows with shutters with a medium-sized, four-light window set to the side of the secondary entry door. The single-story wing's windows are trimmed similar to those of the two-story body of the house with narrow plain frames. However, they have a plain instead of a decorative apron.*

*On the east side-elevation and protected by a window well and wrought-iron railing, a basement window allows light and ventilation into this space.*

*The east facing, hip-roofed, detached garage is located adjacent to the south property line. Located between the garage and the single-story wing, and attached to both buildings, is a covered walkway. This walkway's sheltering structure is open on the interior courtyard side and closed on the street side. An medium-sized opening in the exterior wall is decorated with a grille comprised of turned wooden posts. Both the garage and exterior wall of the connecting walkway's sheltering structure are sheathed in masonry. A brick wall, covered in masonry, leads from the rear of the west side elevation to an east-facing structure that shelters a large brick barbeque. An arched wooden gate set into this wall, adjacent to the barbeque structure, provides access to the courtyard from the front yard. Similar to the garage, this structure's walls are sheathed in masonry and it has a hipped roof. The large side/rear yard includes a courtyard, paved in concrete that is located between the house and barbeque, open space and planting beds.*

*The property is in excellent condition. No alterations have been made to either the house or other buildings or structures on the property since its design and construction per the specifications of materials to be used, dated May 14, 1937.*

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**BUILDING, STRUCTURE, AND OBJECT RECORD**

\*NRHP Status Code N/A

Page 4 of 23\*Resource Name or # (Assigned by recorder) A. W. Nuttman ResidenceB1. Historic Name: Nuttman ResidenceB2. Common Name: NoneB3. Original Use: Single family residential B4. Present Use: Single family residential\*B5. Architectural Style: Garrison Colonial\*B6. Construction History: (Construction date, alterations, and date of alterations)  
The residence was constructed in 1937. There have been no alterations.\*B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: \_\_\_\_\_ Original Location: \_\_\_\_\_

\*B8. Related Features:

Detached garage, walkway and walkway shelter (located between the house and garage), brick barbeque and barbeque structure, wall and gate (located between the house and barbeque structure). Constructed in 1937, concurrent with the residence, and unaltered.

B9a. Architect: Ralph Wyckoffb. Builder: not known\*B10. Significance: Theme Architecture and Shelter Area Santa Clara Old Quad

Period of Significance 1937-1970 Property Type Residential Applicable Criteria none  
 (Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The parcel located at 908 Fremont Street is a portion of a larger parcel that had originally been identified as Block 2 North, Range 1 East of the original survey of the City of Santa Clara. This survey was done July 1866 by J. J. Bowen and recorded on August 22 of that same year. (It is this survey that forms the basis for the part of Santa Clara known as the "Old Quad.")

Block 2N, R1E, framed by Washington, Fremont, Lafayette and Benton Streets, was an un-subdivided, 92261 sq. ft. block in 1866. According to the list of property owners and their improvements, which accompanied the 1866 survey, the block was owned by James P. Pierce, a capitalist. A frame house, barn, vineyard and an orchard are shown as the improvements on this property. Pierce, who owned several properties in Santa Clara, did not live here but instead resided on Sub-Lot 21, his 95 acre farm, in the home he had named New Park.

As shown on the Plat Map of the Town of Santa Clara, drawn circa 1873-75, by now Block 2N, R1E was owned by F. C. Franck. Regarded as "One of the best known and most honored pioneer citizens of Santa Clara County," Franck was eminently successful, invested wisely and had early on acquired substantial property holdings.

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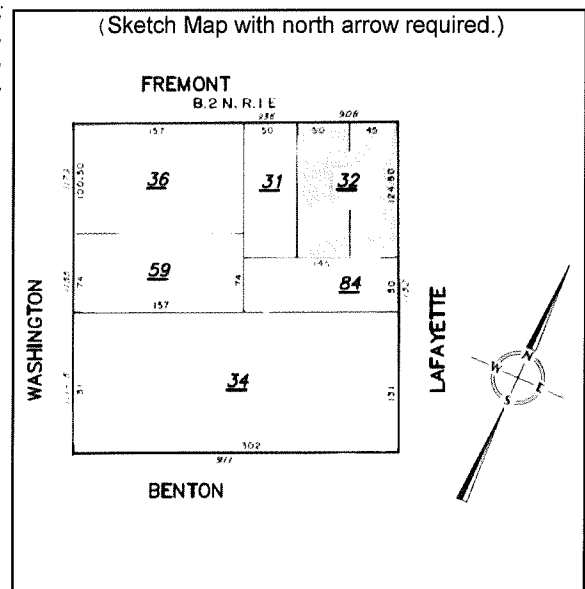
B11. Additional Resource Attributes: (List attributes and codes) HP2 – Single Family Property

\*B12. References: Douglas, Jack, "Ralph Wyckoff, Local Architect, Leaves His Mark," 1988; Garcia, Lorie, "Santa Clara: From Mission to Municipality," 1997; Map of the Town of Santa Clara, drawn by C. E. Moore, 1893; McAlester, Virginia & Lee, "A Field Guide to American Houses," 1991; Polk and Husted City Directories, 1937-1985; San Jose Mercury: 02/17/1918, 03/19/1918, "Long-Time Architect Ralph Wyckoff Dies," 08/18/1956; San Jose Mercury Herald: 06/05/1920, 06/12/1920; Sanborn Fire Insurance Maps, 1891, 1901, 1915, 1930, 1950; Santa Clara News: 03/08/1918, 06/13/1919, 11/18/1926, 01/15/1948; Sawyer, Eugene, "History of Santa Clara County," 1922; The Evening News, 02/18/1918, 07/16/1918, 10/30/1918, 08.22/1922; United States Census: 1870, 1880, 1900, 1910, 1920, 1930, 1940.

B13. Remarks:

\*B14. Evaluator: Lorie Garcia\*Date of Evaluation: January 19, 2018

(This space reserved for official comments.)





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

*Frederick Christian Franck had arrived in America prior to the Gold Rush. Born in Bavaria in 1828, at age 15 he left school to learn the harness and saddle making trade and two years later immigrated to the United States. Here he worked in New York City making saddles for the US government to use in the Mexican-American War. In 1848 he left New York, finding work in Cleveland, Buffalo, Cincinnati, Louisville and New Orleans before starting to California in 1851, where he arrived in San Francisco in February 1852.*

*Franck set out for the gold mines, but by the end of the following year, he decided that gold mining was not as fruitful as he had hoped and established a shop in S.F. for the manufacture of saddles and harnesses. In 1855, at age 27, he moved to Santa Clara where he became a partner in John Henry Messing's saddle and harness business, and acquired a partial ownership in the Santa Clara Tannery. Two years later, he married Caroline Durmeyer, a native of Strasburg, whose family had arrived in Santa Clara in the early 1850s. In 1859, upon the retirement of Messing, F. C. Franck obtained full ownership of their saddle and harness business. He would run this business, which was located in the Franck Building, the commercial building he owned on Franklin between Washington and Main Streets, for the next 30 years.*

*In June 1872, his wife, Caroline, had given birth to their first child, a daughter they named Caroline, and the Franck family moved into the existing house on the block (later numbered 1159 Washington Street) from their previous residence in the Franck Building. Two years later, their second child, a son they named Frederick Christian (Fred) after his father, was born.*

*Over the years, Frederick C. Franck had become highly involved in community affairs and served in many positions of "public trust." From 1866 through 1870 Franck was elected to serve as a Town Trustee for the Town of Santa Clara. In 1871, F. C. Franck was elected as a State Assemblyman and served two consecutive two-year terms. In 1884, he would be elected to serve as a State Senator.*

*In 1891, F. C. Franck had a new, imposing, residence constructed on the northeast corner of Washington and Benton Streets, next to the original house, and the Franck family moved into this home (1115 Washington Street) and he rented out the original house. The C. E. Moore Map of the Town of Santa Clara, drawn in December 1893 shows that F. C. Franck still owned the entire block. Caroline (Durmeyer) Franck passed away in early 1900 and was followed by Frederick Christian Franck on December 20, 1902. Upon his death, the Franck children, Caroline and Fred, inherited Block 2N, R1E. Caroline, who lived in her family home and was by now married to William Lane with a ten year-old son, Frank, received the southern one-third of the block and Fred (married to Maude) the northern two-thirds. Except for the "new" house and original house, the block was still undeveloped.*

*By 1905, the original house (1159 Washington St.) had been demolished and that year, Fred C. Franck had a residence constructed for him on the property he had inherited from his father. Located on the southeast corner of Washington and Fremont Streets (1179 Washington Street), this was a large Colonial Revival home, the most popular architectural style of the time. The rest of Block 2N, R1E remained unchanged. The 1915 Sanborn Fire Insurance map shows that by then, both Fred and Caroline had created a new parcel on each of their respective portions of the block and each parcel had a new home on it. The new dwelling on Fred's portion was sited facing Lafayette Street, where at one time the barn had existed, and that on Caroline's portion was located on the northwest corner of Benton and Lafayette Streets, facing Benton Street. The configuration of the block would remain unchanged until the mid-1930s.*

*Maintaining the western half of the property he had inherited from his father, on which he had constructed his home, in the mid-1930s Fred C. Franck sold the remainder of the eastern half of the property. This portion was divided into two lots, one approximately 47' x 124.50' and one lot 95' x 124.50, with a small residence facing Fremont Street constructed on the smaller lot. As shown on the deed recorded on October 7, 1936, Fred C. Franck and his wife Maude sold the 95' x 124.50' parcel of their B2N, R1E property, located at the northwest corner of Fremont and Lafayette Streets to a prominent Santa Clara businessman, A. W. Nuttman. Nuttman then hired noted architect Ralph Wyckoff to design a "two-story residence to be erected for Mr. A. W. Nuttman at the corner of Lafayette & Fremont in Santa Clara," to be constructed on his newly acquired property. The plans were completed by May 1937, as shown in the "Specifications of Material and Labor to be used in the construction of the Residence, dated May 14, 1937." The City Directories show that by 1938, A. W. Nuttman was living in his new impressive home, which the 1940 Census shows was valued at \$15,000. This is the subject residence at 908 Fremont Street.*

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A. (Aloysius) W. Nuttman was born in Santa Clara on December 25, 1891, to John and Rosa Nuttman. Both his parents had immigrated from Germany in 1870, John from Hanover and Rosa from Bavaria, and first settled in Newbury, Illinois. Here, John became a successful farmer, before coming to California in 1888. A. W. was the couple's 6th child and 2nd son. (Later, John and Rosa would have 6 more children.) In Santa Clara, John Nuttman found first employment in the Ice and Coal business and then became the proprietor of a saloon "on a corner close to the campus" of the College of Santa Clara. The saloon "worried the College's Father Raggio" who made John Nuttman "a proposition." If he would close his saloon, Father Raggio would get him a good job." John Nuttman closed his saloon and was given the position of Cemetery Superintendent in the Santa Clara Catholic cemetery.

A. W. Nuttman grew up in the house his father owned at 510 Lincoln Street. In Santa Clara, he received a good education, including attending Santa Clara College.. When A. W. Nuttman was in his teens, the family moved to San Francisco where his father began the manufacturing of caskets, starting on a small scale and enlarging his business until his establishment had become the second largest in the City. It is believed that this contributed to A. W. Nuttman's entering the funeral home profession. An ambitious young man, by the time he was 19 years-old, A. W. Nuttman was employed as an embalmer at an undertaking business in San Francisco.

In 1913, A. (Aloysius) W. Nuttman married his first wife, Lillian (Reineger), a native of San Francisco, and two years later, they had a daughter they named Rose after his mother. In 1917, with his wife and daughter, A. W. Nuttman returned home to Santa Clara and on February 18, 1918, a story in The Evening News announced that, "The undertaking parlors of William Fleury at the corner of Washington and Lexington streets have been purchased by A. W. Nuttman....who will improve and enlarge the establishment. Mr. Nuttman will live here with his family."

In March, Kelly Bros. began the job of moving Fleury's old building to the end of the lot and ground was broken for the new building. The contract for the construction of an entire new building on the site was awarded to Morrison Bros. It was to be "strictly up-to-date in every detail" with "undertaking parlors and a residence and cost an estimated \$8,000. The Nuttman family moved into the residential apartment on the second story of his building at 807 Washington Street and for the following two decades, A. W. Nuttman would reside at that location.

Along with his involvement in his undertaking business, soon after returning home to Santa Clara, A. W. Nuttman became engaged in community affairs. A June, 1919, article in the Santa Clara News stated that, "Since becoming a resident of Santa Clara, less than two years ago, A. W. Nuttman has become known as a very active member of the community in all public events. He is a director of the Santa Clara Chamber of Commerce, served as a member of the War Council and was a particularly enthusiastic worker in all war issues. He is a young man and full of energy, entering wholeheartedly into all civic movements." As an active member of the Hose Brigade, one of Santa Clara's volunteer fire companies, in 1920 Nuttman was elected secretary of that organization and appointed as a member of the committee formed to celebrate the company's 45th anniversary. A member of the Sodality Club of Santa Clara, the Knights of Columbus and the Elks Club in San Jose, A. W. Nuttman was also an active member and officer of the Santa Clara Parlor, No. 100, of Native Sons of the Golden West and an officer of the Chapter Oak Camp No. 321, Woodmen of the World.

As a result of what was considered to be his painstaking attention to detail, during the 1920s A. W. Nuttman's business expanded and his undertaking establishment came to be considered as one of the finest in Santa Clara County with only two others, both in San Jose, thought to be superior to his. His personal life, however, did not fare as well as his business and civic life. By the late 1920s A. W. Nuttman was divorced. His ex-wife, Lillian moved with their daughter Rose, to San Francisco and A. W. Nuttman continued living in his residential quarters at the site where his Funeral Home was located. However, a decade later, significant changes had occurred in his personal life. Along with the purchase of the property and construction of a new residence at 908 Fremont Street, A. W. Nuttman had married for a second time and when he moved into his new home, it was with his new wife, Norma C. (Hughes). A. W. and Norma C. Nuttman would reside in this home the rest of their lives.

A. W. Nuttman continued to prosper and by January 1948, he had been elected President of the Santa Clara County Funeral Directors Association. A. W. Nuttman continued to be actively involved in his business until in the 1960s, when the City of Santa Clara's Urban Redevelopment project virtually destroyed it, as this project resulted in the demolition of the downtown area's eight blocks between Benton & Liberty (Homestead), Monroe & Lafayette Streets. The "downtown" core was effectively removed, as every building, including Nuttman's Funeral Home, which had existed in the impacted area was razed, with the exception of the Main Post Office, a Federal Building.

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*Block 2N, R1E, the block on which the Nuttman's residence was located, was also affected by Urban Redevelopment. Like her brother, in the mid-1930s, Caroline (Franck) Lane had sold part of the property she had inherited from her father. The parcel she sold, fronted on Benton Street and ran between the parcel containing Frederick Christian Franck's imposing home and Lafayette Street and, as shown on the 1950 Sanborn Fire Insurance Map, by then three dwellings facing Benton Street, had been erected on the parcel. As a result of Urban Redevelopment, Benton Street was rezoned and Block 2N, R1E's Benton Street face between Washington and Lafayette Streets was completely altered. F. C. Franck's 1891 home was demolished and a new Wells Fargo Bank constructed on the site. The three dwellings adjacent to the site of the 1891 home were demolished for the construction of the bank's parking lot.*

*On February 20, 1970, A. (Aloysius) W. passed away. His widow, Norma C. inherited the property at 908 Fremont Street and remained living in the residence along with her brother, Arnold "Rocky" Hughes, whom it appears had moved in with her. On November 29, 1980, forty-three years after she and her husband, A. W. Nuttman, had moved into their new home at 908 Fremont Street, Norma passed away. Her brother continued living in the subject residence until 1985. At that time, it was sold to Walter Cavanagh and Nancy D'Amato.*

*While living here, Walter Cavanagh made the Guinness Book of Records for having the most credit cards of any person in the Country and became well known in Santa Clara, where he would speak at various service clubs and display his collection. In November, 2017, the current owners, Kristy & Todd Rosenbaum, purchased the residence at 908 Fremont Street from Nancy D'Amato.*

#### Historic Evaluation

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

##### Age Requirement.

*Constructed in 1937, the subject residence at 908 Fremont Street is over 50 years old and thus meets the age requirement..*

##### Integrity Requirement.

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

*The property at 908 Fremont Street has been beautifully maintained and the architectural integrity of the structure has not been diminished. There have been no alterations to the home's interior or exterior since it was constructed and thus, the visual and character defining features of the historic building have been preserved and retained. The residence retains its original configuration and location.. The historical use of the building has not changed and it remains a single family home. The subject property is set within a historic residential setting in the area of Santa Clara known as the "Old Quad," and the immediate surroundings retain the majority of the qualities that reflect the period in which it was constructed.*

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

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National Register of Historic Places Criteria

*There are not any events associated with the residence at 908 Fremont Street which have made a significant contribution to the broad patterns of history or cultural heritage. It would therefore appear that the building would not be eligible for the National Register of Historic Places based on Criterion A (associated with events that have made a significant contribution to the broad patterns of our history). The building has had 3 sets of owners over the 80 years of its existence and although the original owner, A. W. Nuttman, is important to the history of the City of Santa Clara, this does not appear to reach the level of significant influence required under Criterion B to be considered eligible for the National Register. Neither do any of the other occupants appear to be significant to the history of the region, Nation or State of California. It would therefore appear that the building at 908 Fremont Street would not be eligible for the National Register based on Criterion B (associated with the lives of persons significant in our past). However, as an stately, unmodified, example of the Garrison Colonial architectural style that was designed in 1937 by Ralph Wyckoff, a noted California architect, under National Register Criterion C the residence at 908 Fremont Street does "embody the distinctive characteristics of a type, period, or method of construction" and "represents the work of a master" and "represent[s] a significant and distinguishable entity whose components may lack individual distinction." Therefore, it does appear that the building may be eligible for the National Register of Historic Places under Criterion C.*

California Register of Historic Resources Criteria

*The Criteria for listing in the California Register of Historical Places are consistent with those for listing in the National Register. However, they have been modified to better reflect the history of California at both a local and State level. Criterion 1 is the California Register equivalent of the National Register Criterion A (events) and California Register Criterion 2, the equivalent of National Register Criterion B (persons). While the property at 908 Fremont Street does not appear to be eligible for the California Register based on Criterion 1, under Criterion 2, the building does have a direct association with the life of A. W. Nuttman, a person important to local history. Thus it would appear that the building would be eligible for the California Register at a local level based on Criterion 2. Criterion 3 addresses the distinctive characteristics of a type, period, region, or method of construction. Colonial Revival was a dominant style for domestic building throughout the first half of the 20th Century. Designed by Ralph Wyckoff, a noted California architect, the subject building is a fine example of the Garrison Colonial architectural style. It is unmodified and the integrity of the interior and exterior of the residence and its attached structures, i.e. garage, barbeque, arcades, etc., are intact. The property remains as designed and constructed in 1937. Thus it appears to reach the level of significance necessary to be eligible individually for the California Register under Criterion 3.*

City of Santa Clara Criteria for Local Significance

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

**Criteria for Historically or Cultural Significance:**

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

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

*One of the most classic of historic house styles is the Colonial Revival and its various sub styles. Stately and distinguished, these were substantial homes that declared that the owners were persons with a solid center and traditional values. Constructed in 1937*

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*and designed as a Garrison Colonial style house for a prominent Santa Clara businessman, the unmodified A. W. Nuttman residence has interest, integrity and character and reflects the type of substantial homes built in Santa Clara in the last quarter of the 19th Century and first half of the 20th Century for members of Santa Clara's business and professional community.*

3. The property is associated with an important individual or group, who contributed in a significant way to the political, social, and/or cultural life of the community.

*The residence at 908 Fremont Street was constructed for A.(Aloysius) W. Nuttman, a leading Santa Clara businessman, who was also " known as a very active member of the community in all public events." With his Involvement In Santa Clara's social and business life, he made significant contributions to both its economic and cultural growth.*

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

**Criteria for Architectural Significance:**

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

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

*The residence at 908 Fremont Street was designed and constructed in 1937 as a Garrison Colonial home, an architectural style associated with a particular era. According to McAlester the Garrison Colonial is a variation of the Colonial Revival architectural style that was mainly built during the period from 1935 to 1955. While the Colonial Revival style was hugely popular during the first quarter of the 20th century, the Garrison Colonial sub style, while it shares many of the same characteristics with the Colonial Revival architectural style, is almost never seen until the late 1920s. During the 1930s, the style peaked in popularity, becoming much more common. It remained a popular style into the 1950s when more modern styles begin to emerge.*

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

*The residence at 908 Fremont Street was designed by Ralph Wyckoff (1884-1956), a notable California architect who "had a career that was characteristic of the period when California architecture was coming of age." He worked in many styles over the breadth of this career. ranging from Craftsman to Period Revival, Spanish Style and the Moderne Styles of the 20s and 30s, and lastly to the stark functional buildings of the 1950s.*

*Born in Watsonville, Wyckoff began his training, working as a draftsman for the firm of William H. Weeks in Watsonville. Following the 1906 earthquake he was transferred to Week's San Francisco office. While here, Wyckoff earned a scholarship to the famous Ecole des Beaux Arts in Paris. After the completion of his education at the Ecole des Beaux Arts and earning a certificate in architecture in 1914, he returned to California and received his California architect's license. Wyckoff then opened his first office in Berkeley. The following year, Wyckoff took over the firm of H. B. Douglas and returned to Watsonville, where "During the next four years he designed a number of distinctive buildings in that city," including Radcliff School and the Watsonville Women's Club, which was "designed in the Arts and Crafts motif, similar to Julia Morgan's Saratoga Women's Club of that same period." In 1919 he joined with Hugh White in Salinas and two years later settled in San Jose in response to the building boom that was occurring in the area.*

*During the 1920s and early 1930s, Wuckoff designed many schools and commercial buildings, including Salinas High School, San Ysidro School in Gilroy, Los Gatos School, Hester School in San Jose. Saratoga School, Willow Glen Grammar School, McKinnon School in Santa Clara, Anne Darling School in San Jose, Natural Science Building (Washington Square Hall), San Jose State College*

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and Washington School in Santa Clara. It has been written of him that as the Great Depression was sweeping the country, "his major contributions to the architecture of the area were the WPA work-inspired buildings, one of which, the new Post Office, constructed in 1933, required the architect to travel to Washington D.C. to get the plan approved." This building is listed on the National Register.

In the mid-1930s, Wyckoff was designing residential structures, including the Stauffer House (1936), Seven Springs Ranch, Cupertino (listed on the California Register), the Paul L. Lion House (1936) and the C.J. Haas House (1938) in San Jose, and the Nuttman Residence (1937) in Santa Clara.

Respected professionally, in 1943 and 1944, Ralph Wyckoff was elected treasurer of the State Association of California Architects and in 1946 and 1947, served as chairman of the Central Coast Chapter of the American Institute of Architects. He also served on a California committee in 1948 to aid the State Architect in facilitating backlog of school plans.

3. The property is architecturally unique or innovative.

Although not innovative, the Garrison Colonial architectural style is sufficiently unusual, that absent many more of this form of Colonial Revival houses being found, it is a very unusual style within the City of Santa Clara. Thus the residence at 980 Fremont Street meets this criterion.

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

Prominently located on a larger than usual corner lot, this stately house provides a strong symbolic and visual appeal for Santa Clara as a rare example of the Garrison Colonial.

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.

Both the exterior and interior of the residence at 908 Fremont Street have been completely unmodified since its construction in 1937 and the building displays the character defining features of the Garrison Colonial architectural style. These include, but are not limited to, its rectangular footprint; medium-pitch hipped roof with narrow eaves; symmetrical facade; second story with a narrow overhang; wood framed, multi-paned, double-hung windows with shutters; prominent centered entrance with pilasters; Colonial style paneled front door with sidelights; its use of horizontal wood and masonry siding and brick veneer. In addition, the attached structures, i.e. garage, connecting walkway, barbeque, etc, which were designed to complement the residence, are also unmodified and contribute both functionally and ornamentally to the entire property's unique layout.

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

**Criteria for Geographic Significance:**

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

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

The subject property is located within the area of Santa Clara known as the "Old Quad" neighborhood, the area that reflects the history of the city's early development. Due to its proximity to the Town's business district, the area of the "Old Quad" in which the Nuttman residence is located was from the beginning mostly settled by wealthy businessmen (and women). As the area re-developed during  
(Continued on page 11, Form 523L)

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

Primary #  
 HRI #  
 Trinomial

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\*Resource Name or # (Assigned by recorder) A. W. Nuttman Residence

\*Recorded by: Lorie Garcia

\*Date 01/19/2018

☐ Continuation ☒ Update

(Continued from page 10, Form 523L)

*the late 19th and early 20th Century and the original properties were sold to new owners, they were divided into smaller lots with new homes constructed on the new lots. However, due to the location of this area of town, these new homes also tended to be owned by members of the professional trades. The historic residential properties, such that at 908 Fremont Street, contribute to the historic setting that reflects the neighborhood's role in the broad patterns of Santa Clara's early development.*

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

*Within the historic "Old Quad," while the southernmost one-third of the block where this home is located was affected by Urban Redevelopment, the majority of the residential structures on the northernmost two-thirds of the block and those on the blocks to the west and north maintain their original configuration and integrity from the time of their construction. Currently all three of the homes located on the parcels of the Fremont Street, B2N, R1E block face that extends from Washington to Lafayette Streets, are listed on the City of Santa Clara's Historically and/or Architecturally Significant Property List. One of these is a 1905 Colonial Revival residence, one a 1937, Spanish Eclectic Cottage and the third is the subject property at 908 Fremont Street, a 1937 Garrison Colonial residence. Due to the fact that no changes, either architectural or lot configuration, have occurred since its construction in 1937, this residence's architectural style, form and massing and character-defining details are all compatible with the neighboring and nearby historic homes in this area of the "Old Quad."*

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

**Criteria for Archaeological Significance:**

*As the property at 908 Fremont Street contains no known or unknown prehistoric or historic archaeological resources, it would not be Archaeologically Significant under any of the five of the City of Santa Clara's Criteria for Archaeological Resources. However, should any prehistoric or historic archaeological resources be uncovered in the future, this would be subject to change.*

**Conclusions and Recommendations**

*Currently, this property is on The City of Santa Clara Architecturally or Historically Significant Properties list. In this update of the July, 1988 Historic Resources Inventory for the City of Santa Clara, the evaluator finds 908 Fremont Street to be a distinguished example of the Garrison Colonial architectural style designed by a notable architect, and, as it is unmodified from the time of its construction, to retain sufficient integrity to qualify as a historic property. It appears to continue to be, based on compliance with the National Register of Historic Places Criteria, the California Register of Historic Resources Criteria and the City of Santa Clara's Local Significance Criteria, eligible for listing on the City of Santa Clara Architecturally or Historically Significant Properties List.*

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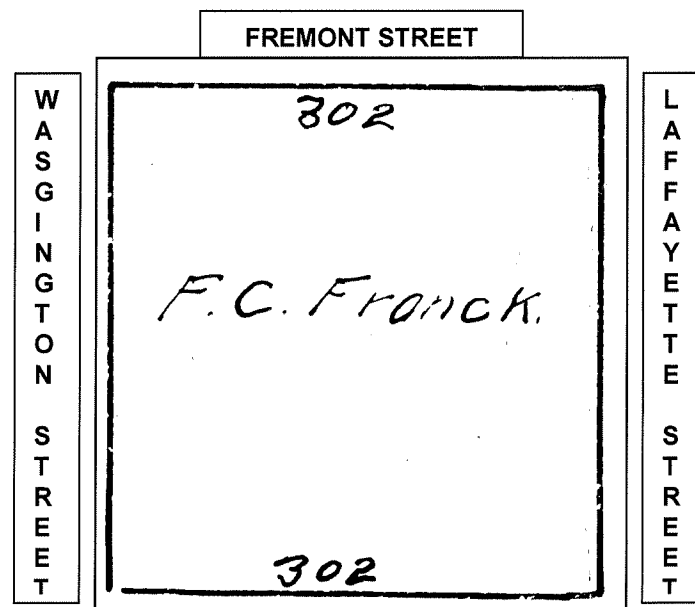
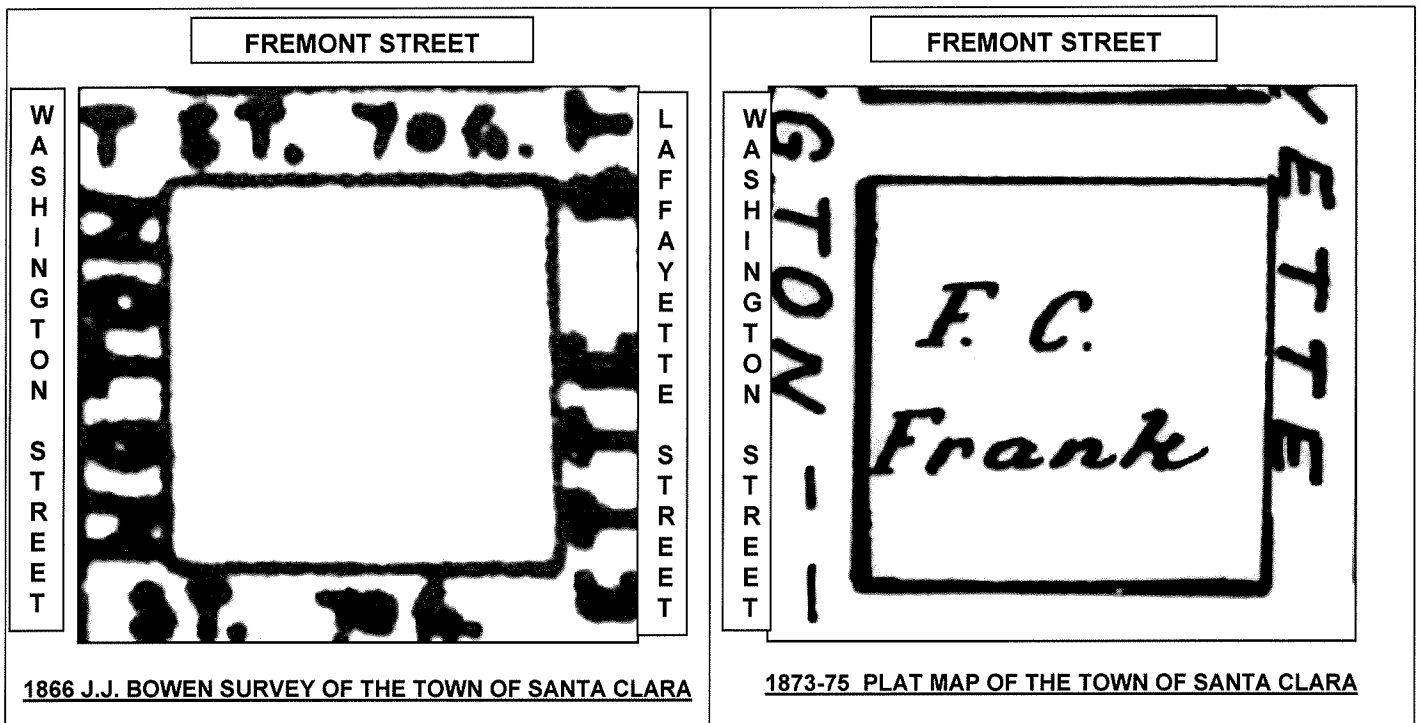
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\*Date 01/19/2018

☐ Continuation

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**HISTORIC MAPS**



Dec. 1893 - C. E. MOORE MAP OF THE TOWN OF SANTA CLARA

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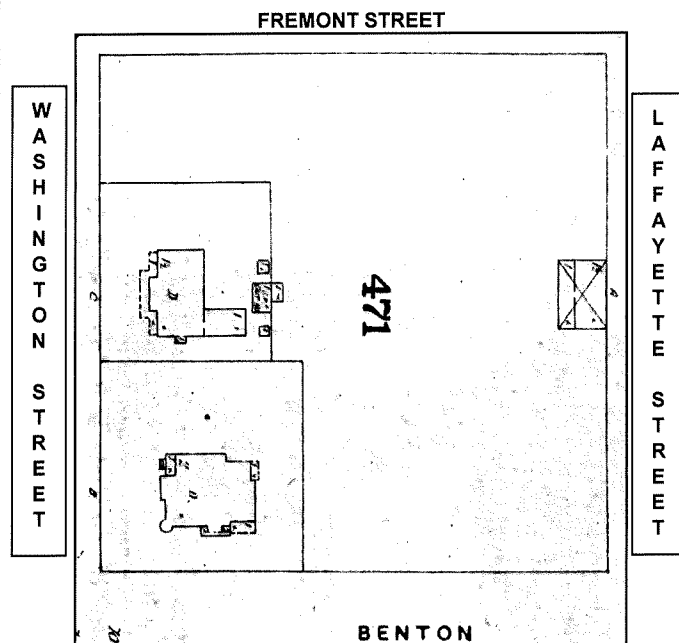
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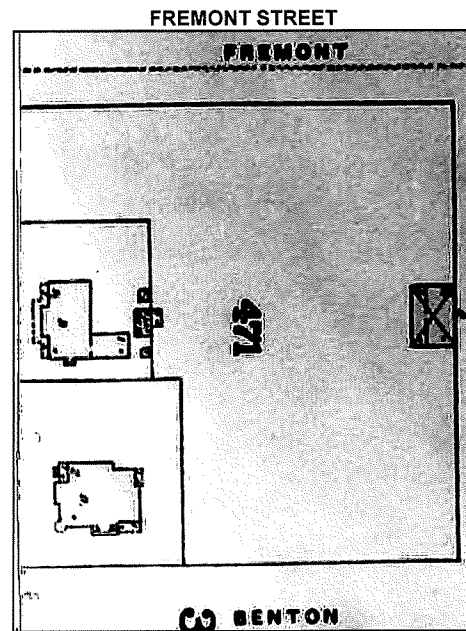
☒ Update

**SANBORN FIRE INSURANCE MAPS**

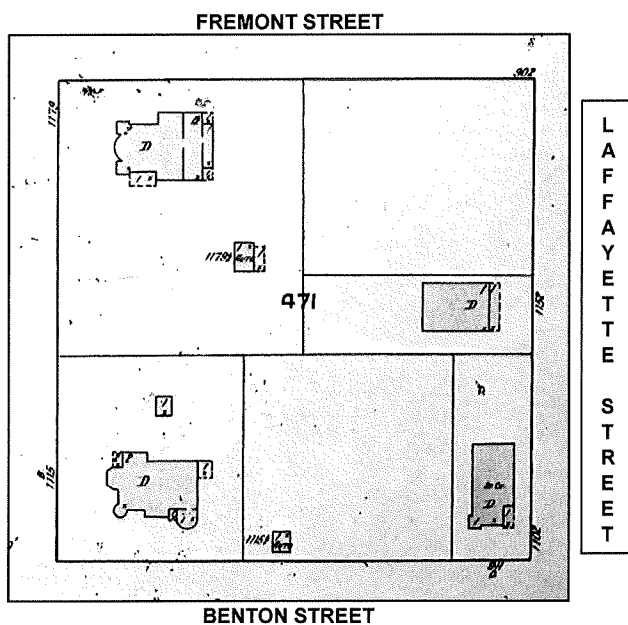
**1891 SANBORN MAP**



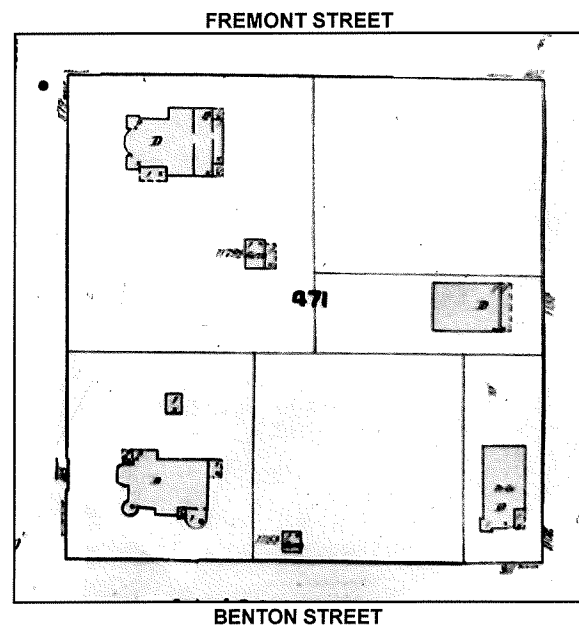
**1901 SANBORN MAP**



**1915 SANBORN MAP**



**1930 SANBORN MAP**



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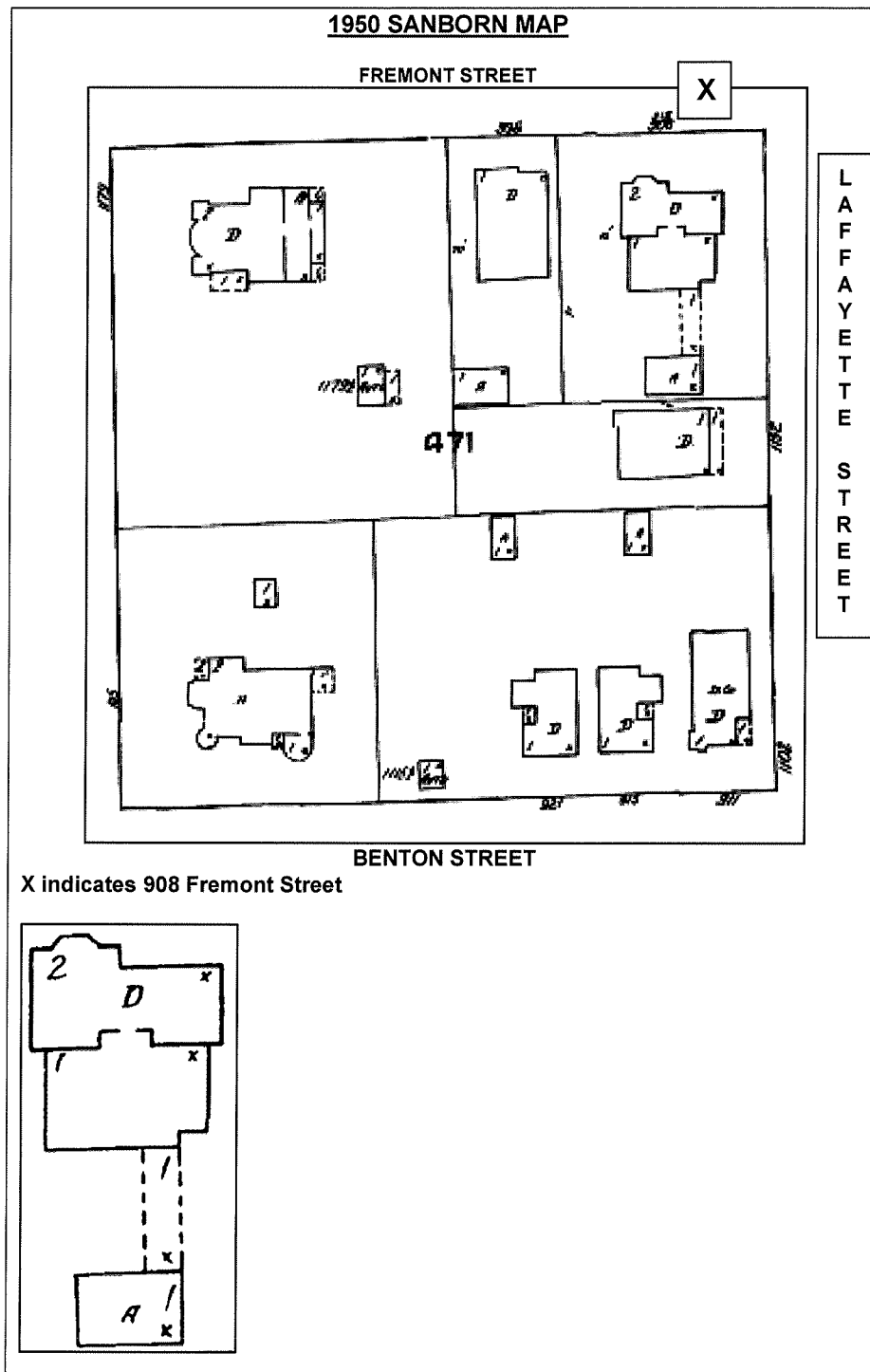
\*Recorded by: Lorie Garcia

\*Date 01/19/2018

☐ Continuation

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**1950 SANBORN FIRE INSURANCE MAP**





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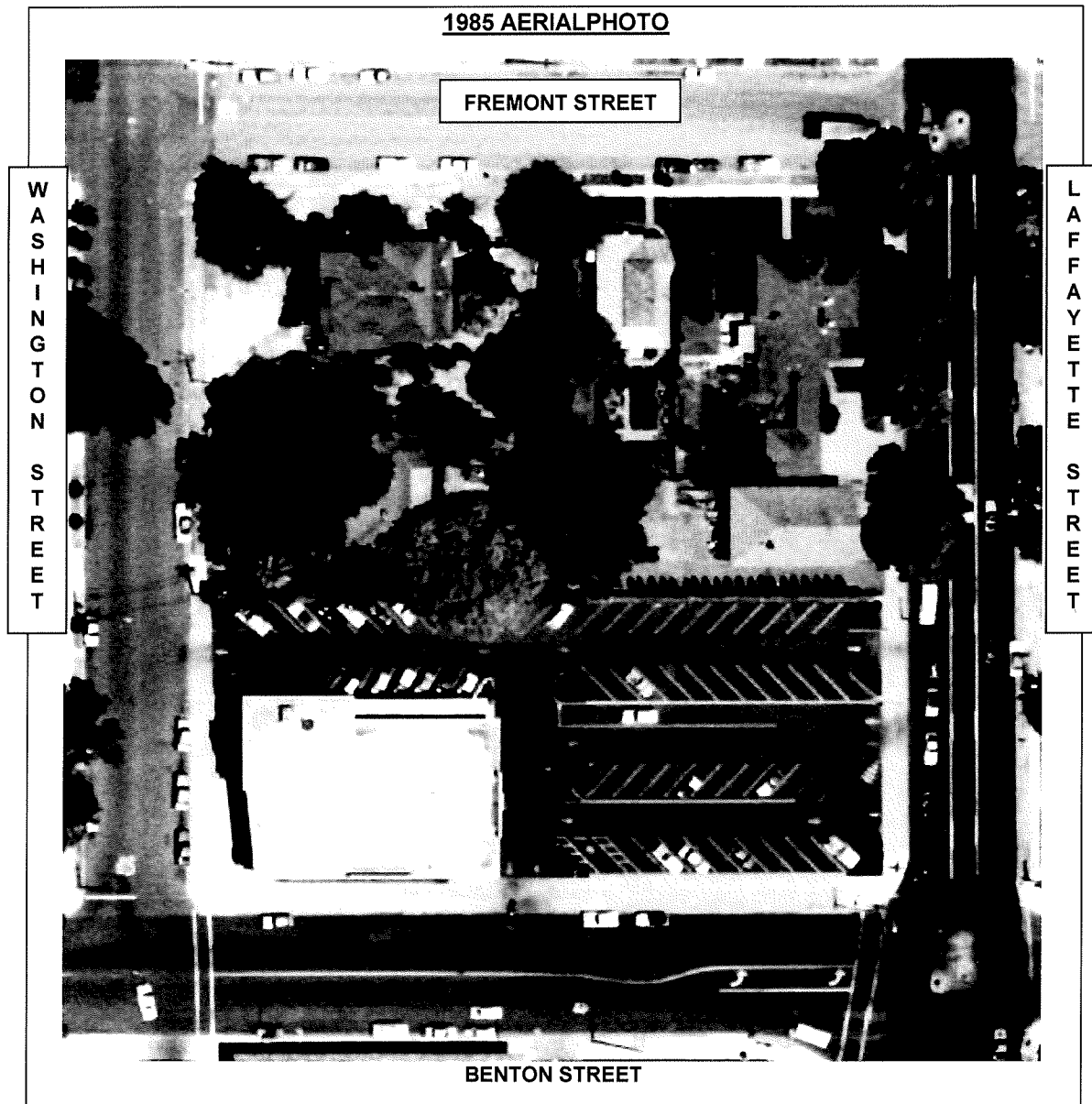
\*Recorded by: Lorie Garcia

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**HISTORIC PHOTOS**



This 1985 aerial photograph shows the northern two-thirds of Block2N, R1E, that was inherited by Fred C. Franck from his father, with the A. W. Nuttman residence on the upper right hand corner of the block (Fremont and Lafayette Streets), the F, C, Franck residence on the upper left hand corner of the block (Fremont and Washington Streets) and the Gould home in between (facing Fremont Street). The southernmost one-third of the block that was inherited by Caroline (Franck) Lane, shows the Wells Fargo Bank on the lower left hand corner that was constructed on the site of the 1891 home that her father, Frederick Christian Franck, had built, and which was demolished in the late 1960s during Urban Redevelopment. The remainder of her portion of the block is shown occupied by the Bank's parking lot.

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HISTORIC PHOTOS

Below: 1922 Photo from "*History of Santa Clara County*" by Eugene Sawyer



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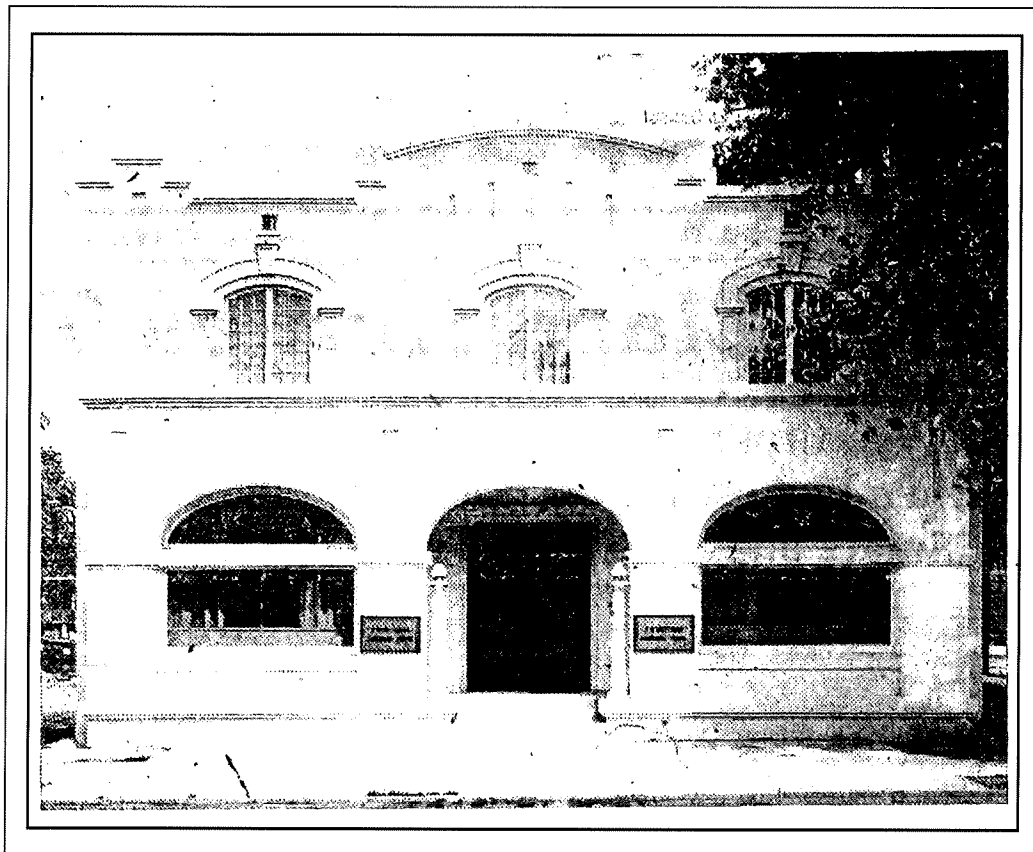
☐ Continuation

☒ Update

HISTORIC BUSINESS PHOTOS

**FUNERAL DIRECTOR.**  
**NUTTMAN, A W, SUCCESSOR TO**  
**Wm. Fleury, 807 Washington St.**  
**Phone Santa Clara 30R Funeral**  
**Home—modern new elegant estab-**  
**lishment complete in every respect.**  
**Auto service.**

Advertisement for A. W. Nuttman's Funeral Home in *The Evening News*, San Jose, California. July 16, 1918



Article entitled "A. W. Nuttman, One of City's Energetic Men," in the *Santa Clara News*, June 13, 1919, following construction of A. W. Nuttman's new Funeral Home (shown in above photo) at the corner of Washington and Lexington Streets. The story described the structure as "a corner building quite recently built, that is of the standard so much desired as a part of the progress of the City of Santa Clara." It went on to state that the structure, "implies wholesomely the aspect of permanence and dignity. The building was specially planned for the purpose for which it is utilized, and represents perfection in arrangement and equipment from the reception room and parlors throughout every department."

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**Additional Photos**

**FREMONT STREET**



2017 Google aerial showing the hipped roofs of the subject residence, garage, and barbeque shelter and their placement on the lot. Also shown is the roof of the shelter that covers the walkway between the house and garage.



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**Additional Photos**



Photo No: 100\_2264; View: East side-elevation of 2-story house & 1-story wing, covered walkway & garage; Photo Date: Nov., 2017; Camera Facing: SW



Photo No: 100\_2188  
View: Two-story east side-elevation & partial front facade  
Photo Date: Nov., 2017; Camera Facing: SW



Photo No: 100\_2193  
View: Rear (east) Facade & basement entry  
Photo Date: Nov., 2017; Camera Facing: W



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\*Recorded by: Lorie Garcia

\*Date 01/19/2018

☐ Continuation

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**Additional Photos**



Photo No: 100\_2192

View: East side-elevation of one-story wing.

Photo Date: Nov., 2017; Camera Facing: S W

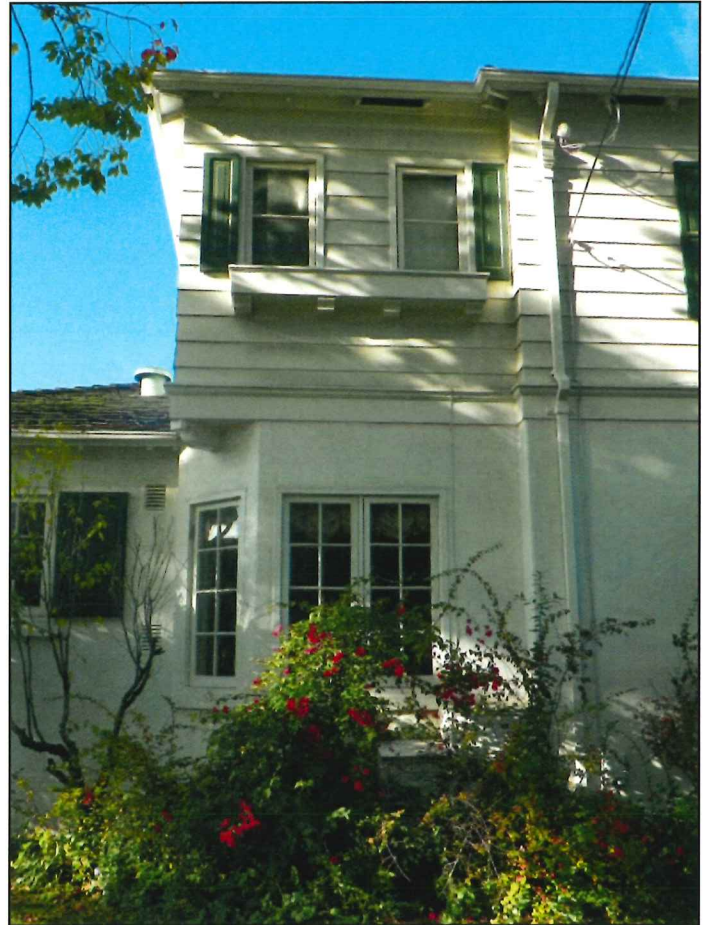


Photo No: 100\_2209

View: East side-elevation - 2 & 1-story portions showing first story cutaway corner, 2nd story overhang and windows with window box.

Photo Date: Nov., 2017; Camera Facing: SW

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**Additional Photos**



Photo No: 100\_2218

View: West side-elevation & partial rear facade of 2-story, partial west side of one-story wing, wall with gate.

Photo Date: Nov., 2017; Camera Facing: N



Photo No: 100\_2215

View: East side-elevation of 1-story wing showing entry with French doors.

Photo Date: Nov., 2017; Camera Facing: E



Photo No: 100\_2239

View: Masonry covered wall with wood gate. Photo Date: Nov., 2017; Camera Facing: NW



Photo No: 100\_2242

View: Barbeque and sheltering structure.. Photo Date: Nov., 2017; Camera Facing: NW



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**Additional Photos - Front Facade Details**



Photo No: 100\_2286  
View: Front facade - middle section  
Photo Date: Nov., 2017; Camera Facing: SE



Photo No: 100\_2212  
View: Main entry  
Photo Date: Nov., 2017; Camera Facing: SE



Photo No: 100\_2184  
View: Front facade Bay window  
Photo Date: Nov., 2017; Camera Facing: SE



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\*Date 01/19/2018

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**Additional Photos**



Photo No: 100\_2228

View: Covered walkway from interior open space

Photo Date: Nov., 2017; Camera Facing: NE



Photo No: 100\_2254

View: Basement window, window well & wrought-iron railing.

Photo Date: Nov., 2017; Camera Facing: SW



Photo No: 100\_2221

View: Partial view of rear yard

Photo Date: Nov., 2017; Camera Facing: SE



Photo No: 100\_2199

View: Decorative chimney pot

Photo Date: Nov., 2017; Camera Facing: SW

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**Exhibit “C”**  
**Secretary of Interior’s Standards for Rehabilitation**

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

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**908 Fremont Street**  
**10 Year Plan**

<b>2019</b>	Repair gutters and downspouts
<b>2020</b>	Begin termite treatment – fumigate entire structure
<b>2021</b>	Subterranean termite treatment, including soil treatment
<b>2022</b>	Replace all termite damaged wood (eaves, rafter tails, meter box, garage door trim)
<b>2023</b>	Plumbing leak repair (noted as 4F on inspection report), repair loose and missing grouting in two upper showers
<b>2024</b>	Replace roof
<b>2025</b>	Further termite inspection / stucco test holes and inaccessible areas (noted as items 5A, 5B, and 5C in inspection report)
<b>2026</b>	Foundation inspection and repair as needed (noted as 4G in inspection report)
<b>2027</b>	New fireplace caps Clean and rehabilitate mortar in fireplace
<b>2028</b>	Exterior painting

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**KILLROY PEST CONTROL, INC.**  
WORK AUTHORIZATION CONTRACT

Property: 908 Fremont St. Santa Clara 95050  
 Action Date: 01/22/2018  
 Termite Report #: 227115DF  
 Owner / Party of Interest: Kristy & Todd Rosenbaum

THE COST FOR EACH ITEM ON THIS REPORT IS:

SECTION 1 ITEMS: ITEM / COST: 1A, Primary \$1,975.00 OR Secondary \$950.00 / 2A, 2C, 2E, 2F \$2,949.00 /

Mask Pellets \$225.00 / 3B, \$295.00 / 1B, 2B, 2D, 3A Proper tradesman

SECTION 2 ITEMS: ITEM / COST: 4A, 4B, 4C, 4D, 4E, 4F, 4G, Proper tradesman

FURTHER INSPECTION ITEMS: 5A, 5B, 5C

1. **We will not be responsible for buried plumbing or electrical lines damaged during the course of treatment for subterranean termites.**
2. Prices quoted are subject to acceptance within thirty (30) days, and include all labor and materials needed to perform the work as described in the termite report.
3. Payment Terms: Property owner or his/her assigned agent agrees to pay Killroy Pest Control, Inc. the total sums due upon issuance of the "Work Completed Notice". Customer may request billing be submitted to an Escrow Holder, but agrees that if closing of such escrow is delayed beyond 30 days from the date of completion that payment in full will be made by Customer upon demand by Killroy Pest Control. A finance charge computer at a Monthly rate of 1.5% of the unpaid balance (annual percentage rate of 18%) will be added to all accounts past due.
4. Customer agrees to pay reasonable attorney's fees if suit is required by this Killroy Pest Control, Inc. to enforce any terms of this contract, together with the costs of such action, whether or not suit proceeds to judgment.
5. If this report is used for escrow purposes then it is agreed that this Inspection Report and Completion, if any, is part of the ESCROW TRANSACTION. However, if you received written or verbal instructions from any interested parties involved in this escrow (agents, principals, etc.) to not pay our invoice at close of escrow, you are instructed by us not to use these documents to satisfy any conditions or terms of your escrow for purposes of closing the escrow. Further, you are instructed to return all our documents and the most current mailing address you have on file for the property owner.
6. Customer Preparation: Electricity and water service must be on when work is performed. Customer agrees to secure all pets and to remove all appliances, furnishings, carpeting, etc. as required to allow access for treatment or repairs. Killroy Pest Control, Inc. will not replace these items.
7. If additional damage is discovered during repairs, or additional work is required by local agencies, a supplemental report will be issued on your request, which will include prices for additional work.
8. Work will not commence without this authorization's approval by Owner or Owner's Agent.

Local treatments for drywood termites have a one-year warranty from date of treatment, covering retreatment and limited to areas treated, if necessary.

Fumigations for drywood termites have a 4-year warranty from date of fumigation, covering retreatment if necessary, and not including any damage or repairs.

Treatments for subterranean termites have a 5-year warranty from date of treatment, covering retreatment if necessary, limited to areas treated, and not including any damage or repairs.

All warranties and their terms above are transferrable to a new owner of the above property.

NOTICE TO OWNER

Under the California Mechanics Lien Law any structural pest control operator who contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the subcontractor, laborers or suppliers remain unpaid. To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." General contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

WE AUTHORIZE KILLROY PEST CONTROL, INC. TO PERFORM THE FOLLOWING ITEMS # \_\_\_\_\_

\_\_\_\_\_ FOR A TOTAL PRICE OF \_\_\_\_\_. I HAVE READ AND UNDERSTAND  
 THE TERMS OF THIS CONTRACT AND THE INSPECTION REPORT REFERENCED HEREIN AND AGREE TO THESE TERMS.  
 ACCEPTED BY:

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_ (OWNER)

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_ (AGENT)

FOR KILLROY PEST CONTROL, INC.

SIGNED: DAVID FLOWERS LICENSE# FR 44046

## THIRD PAGE OF THE STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address of  
Property  
Inspected

908	Fremont St.	Santa Clara
Bldg. No.	Street	City
01/22/2018	227115DFRosenbaum.docx	
Date of Inspection	Co. Report	

This is a separated report which is defined as Section 1/Section 2 conditions evident on the date of inspection. Section 1 contains items where there is evidence of active infestation, infection or conditions that have resulted in, or from, infestation and/or infection. Section 2 items are conditions deemed likely to lead to infestation and/or infection, but where no visible evidence of such was found. Further inspection items are defined as recommendations to inspect area(s) which during the original inspection did not allow the inspector access to complete his inspection and cannot be defined as Section 1 and/or Section 2.

NOTICE: Report on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.) However, recommendations to correct these findings may vary from company to company. You have a right to seek a second opinion from another company.

NOTICE: The charge for service that this company subcontract to another registered company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept Killroy Pest Control's bid or you may contract directly with another registered company licensed to perform the work. If you choose to contract directly with another registered company, Killroy Pest Control will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform.

This property was not inspected for the presence or absence of health-related fungi or molds. By California State Law, we are neither qualified, authorized, nor licensed to inspect for health-related molds or fungi. If you desire information on the presence or absence of health-related molds, you should contact an industrial hygienist.

FINDING 1A: Evidence of subterranean termites was found in the cellulose debris and appear to be coming from the soil at his residence, as indicated at 1M on diagram.

PRIMARY RECOMMENDATION: Treat the entire structure, this includes subarea, rod and treat exterior soil, and or trench and treat as necessary, drill and treat exterior concrete areas. Reseal holes with mortar.

NOTE: Subterranean termite treatment is guaranteed for 5 years from the date of treatment and is limited to areas treated. Guarantee is limited to re-treatment only and does not include any damage or repairs.

SECONDARY RECOMMENDATION: Treat soil in area as needed, this may include drilling into concrete areas.  
SECTION 1 ITEM.

NOTE: Local treatments for subterranean termites have a 5 year warranty from the date of treatment and is limited to areas treated. Guarantee is limited to re-treatment only and does not include any damage or repairs.

NOTE: We will not be responsible for plumbing or electrical lines which may be buried.

FINDING 1B: Subterranean termites have caused damage to the sub area framing as indicated at 1B on diagram.

RECOMMENDATION: Reinforce all damaged wood. SECTION 1 ITEM.

## FIFTH PAGE OF THE STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address of  
Property  
Inspected

908	Fremont St.	Santa Clara
Bldg. No.	Street	City
01/22/2018	227115DFRosenbaum.docx	
Date of Inspection	Co. Report	

FINDING 2F: Evidence of drywood termites was noted at the garage, indicated at 2F on the diagram.  
RECOMMENDATION: As per structural pest control regulations, remove or mask over all accessible pellets.  
SECTION 1 ITEM.

FINDING 3A: Fungus damage was found in the garage door trim as indicated at 3A on the diagram.  
RECOMMENDATION: Replace all damaged wood. SECTION 1 ITEM.

FINDING 3B: Fungus activity and/or water stains were noted in the sub area indicated at 3B on the diagram.  
RECOMMENDATION: Scrape and chemically treat these areas with a registered fungicide. SECTION 1 ITEM.

FINDING 4A: There is an attached planter box in the area(s) indicated at 4A on the diagram. This is considered an adverse condition usually deemed likely to lead to infestation and/or infection.  
RECOMMENDATION: Remove and omit this planter box. SECTION 2 ITEM.

FINDING 4B: The stucco is below grade, as indicated by 4B on the diagram.  
RECOMMENDATION: Inspect this residence periodically. SECTION 2 ITEM.

FINDING 4C: The metal rain gutters are rusted and deteriorated, as indicated by 4C on the diagram.  
RECOMMENDATION: Replace rain gutters to prevent future moisture problems. SECTION 2 ITEM.

FINDING 4D: The grouting is loose and missing around the master bath shower, indicated at 4D on the diagram.  
RECOMMENDATION: RegROUT this area as necessary. SECTION 2 ITEM.

FINDING 4E: The grouting is loose and missing around the spare upper bedroom shower, indicated at 4E on the diagram.  
RECOMMENDATION: RegROUT this area as necessary. SECTION 2 ITEM.

FINDING 4F: A plumbing leak was noted at the sub area, indicated at 4F on the diagram.  
RECOMMENDATION: Refer the owner to repair as necessary or to engage the services of a licensed plumbing contractor for repairs as necessary. SECTION 2 ITEM.

FINDING 4G: Foundation cracks were noted about the structure, indicated at 4G on the diagram.  
RECOMMENDATION: Engage the services of a licensed contractor to make a complete survey and repair as necessary. SECTION 2 ITEM.

FINDING 5A: The hollow stucco abutment(s) indicated on the diagram is/are areas where interior wood members are concealed. These are areas where concealed infestations and/or infections often exist.  
RECOMMENDATION: Install test holes through the stucco and perform further inspections in these areas. Issue a supplemental report stating any findings and recommendations and a further cost quotation if necessary. Our inspection fee for this item includes patching the test holes but we will do no painting. FURTHER INSPECTION ITEM.

## SIXTH PAGE OF THE STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address of  
Property  
Inspected

908	Fremont St.	Santa Clara
Bldg. No.	Street	City
01/22/2018	227115DFRosenbaum.docx	
Date of Inspection	Co. Report	

FINDING 5B: A portion of the siding was inaccessible due to plant growth as indicated by 5B on the diagram.

RECOMMENDATION: Owner to cut plants back and then contact us to further inspect and issue a supplemental report with findings and recommendations. FURTHER INSPECTION ITEM.

FINDING 5C: The garage area was only partially inspected due to stored personal property, indicated at 5C on the diagram.

RECOMMENDATION: FURTHER INSPECTION RECOMMENDED. If further inspection of this area is desired or required, this company will re-inspect at an additional fee. Any adverse conditions found will be noted on a supplemental report for direction and cost. The owner is to assume responsibility for removal and placement of storage in the garage.

If you have any questions regarding this report please call and ask for David Flowers. Please note that inspectors have full schedules during the day and can be reached early in the morning and late in the afternoon. The inspector will make every effort to make contact with you when he is available.

Thank you for considering Killroy Pest Control, Termite Division, Inc., for your service needs.

## **Justification for Historical Significance**

For 12 years living in Santa Clara my husband and I have admired and hoped to someday own one of the beautiful old property's of our community. We were slowly seeing that dream becoming more and more out of our reach due to extensive renovations to many old homes before even hitting the market. Fortunately in 2017 we were given the incredible opportunity to buy an untouched 1937 colonial home. To our absolute elation our offer was accepted and this beautiful colonial home on 908 Fremont St. became ours. To us this property was no stranger we drove and walked by it often for 12 years admiring it. But as we very soon learned this property was admired and known by many many more who also desired to see this property protected and preserved.

This gorgeous very large example of colonial architecture at 908 Fremont Street has stood as a beacon in Santa Clara on the corner of Fremont Street and Lafayette Street since it was built in 1937. This very well known home is admired by so many in the city of Santa Clara and it's anticipated debut on the Santa Clara home tour in 2018 left people enamored and captivated by its beauty and originality. We sit in the neighborhood of The Old Quad within a stones throw of three of the most prominent homes in the city one of which we share a block with 1179 Washington St. The Frederick C. Frank Jr Residence. We are situated kitty corner across the street from the cities crown jewel 981 Fremont St The Charles Copeland Morris Residence and just around the corner from us is Dr Judson W. Paul's House, 1116 Washington St.

Our home is a beautiful example of colonial architecture custom designed by a prominent architect in Santa Clara County. Some of its unique features include the fact that it is a very large home with very large rooms. The home features a very formal grand entry with a curved staircase featuring a custom oak handrail that wraps around up in the second floor hallway. French doors on each side of the entry leading into a formal dining room on one side and formal living room on the other side. Most of the rooms still feature their original lights including beautiful brass wall sconces. Among the common rooms this house also features a full wet bar and a beautiful sunroom paneled in thick untreated pine off the back of the house. The entire kitchen is still original including floor to ceiling tile on the walls and solid wood cabinets and built-ins in the breakfast nook. All three full bathrooms are completely original. We have a beautiful set of French doors leading to our back patio which still retains its original built in barbecue pit and chimney. The house has a combination of casement windows with pull down screens and sash windows both of which are all original and in operational condition. The entire house features quarter sawn oak hardwood floors with the exception of the kitchen, bar and the bathrooms those of which contain original floor tiles and original linoleum. The ceilings throughout the house including the second story are 9 foot ceilings all but the servants hallway and bathrooms feature beautiful thick crown molding. All the closets including linen closet and two coat closet in the entry hall are lined in Cedar. Doors and all door hardware including main entry front door are original. The entire home including the partially finished basement retain their original plaster walls with very minimal cracking. The home even features its original intercom system that is still operational from the master bedroom, and a cooling cabinet and

milk door in the kitchen. The remaining portions of the property not surrounded by the home are surrounded by a six-foot terra-cotta block wall. I could go on with even more small details the point is this house is completely original!

Our home is the largest example of colonial architecture in Santa Clara and an example of an era that is very overlooked by the untrained eye. We sadly are seeing the era of the 1930s and 40s slowly being gutted stripped and modernized by so many contractors who do not understand or appreciate it's character. In the future there will come a day when all people will recognize the significance of this era and so many of them will be gone. Our hope is to preserve and protect this home through the years so that someday when all will appreciate it, it will still be here fully intact and a beautiful complete museum of this era.

We believe this house is truly a special home that needs to be protected and preserved. Thank you kindly for considering our home to be a candidate for protection under The Mills Act of California.

Todd and Kristy Rosenbaum