23-882 **Agenda Date: 9/7/2023**

REPORT TO HISTORICAL AND LANDMARKS COMMISSION

SUBJECT
Consideration of a Historical Preservation Agreement (Mills Act Contract) for 2566 Homestead Road

BACKGROUND
The property owners, Thulasiram Peddineni and Anusha Naidu Bojja Venkata, are requesting a Historical Preservation Agreement (Mills Act Contract) for the property located at 2566 Homestead Road. 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 property is currently listed on the City's Historic Resource Inventory (HRI) for age and the architectural integrity of the residential structure.

The subject property is on a 6,408 square-foot lot located on the south side of Homestead Road between Layton Street and San Tomas Expressway. The existing residence on the property is a 3,179 square-foot two-story farmhouse designed in the side-gabled subtype of the Colonial Revival architectural style and was constructed in 1914. There is two-car garage attached to the rear of the house that was added post-1987 and is not original.

The proposal includes approval of a Mills Act Contract and adoption of a 10-Year Restoration and Maintenance Plan associated with the Historical Preservation Agreement.

DISCUSSION
The Mills Act Program allows a qualified property owner to receive a potential property tax reduction and use that savings to assist in offsetting the costs to rehabilitate, restore, and maintain their property. To qualify for the program, the property and/or building must be listed on either a local, State, or National register. The property owner must also have a plan to restore and rehabilitate the property.

A Department of Parks and Recreation (DPR) 523A Form was prepared by Lorie Garcia of Beyond Buildings on June 8, 2023, assessing the historical significance of the property based on National and State (California) Register criteria and the City's local criteria for significance. The evaluator finds 2566 Homestead Road has been well maintained and its architectural integrity has not been diminished with the historic use of the building remaining the same. The evaluator concluded that the property continues to retain sufficient integrity to qualify as a historic property since first designated as a Historically Significant Property on the City's HRI.

The property owners have submitted a Statement of Justification and 10-Year Plan for restoration and maintenance of the property. The Plan includes repairing the front door, regrading around the perimeter of the residence, re-roofing, window restoration, and exterior painting. The property owners will obtain Significant Property Alteration permits for the work described in the Plan as required by the Historic Preservation Ordinance.

Staff finds that the work proposed in the 10-Year Restoration and Maintenance Plan adheres to the Secretary of the Interior's Standards for Rehabilitation. The proposed improvements support the preservation, protection, and maintenance of a locally designated significant structure.

ENVIRONMENTAL REVIEW

The Mills Act Program is exempt from 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.

PUBLIC CONTACT

Mills Act Contracts are not publicly noticed as they are a private contract between the City and property owner.

RECOMMENDATION

Staff recommends that the Historical and Landmarks Commission find that the Mills Act Application and associated 10-Year Plan for restoration and maintenance accomplish the intent of preserving and maintaining the historical significance of the property; and therefore, recommend Council approval of a Mills Act Contract, and the adoption of a 10-Year Restoration and Maintenance Plan associated with the Historical Preservation Agreement for the property located at 2566 Homestead Road.

Prepared by: Tiffany Vien, Associate Planner
Reviewed by: Rebecca Bustos, Principal Planner
Approved by: Lesley Xavier, Planning Manager

ATTACHMENTS

1. Legal Property Description
2. Historic Survey (DPR 523A Form)
3. Secretary of Interior Standards for Rehabilitation
4. Statement of Justification
5. 10-Year Restoration and Maintenance Plan
6. Draft Historic Property Preservation Agreement (Mills Act Contract)

This document was electronically submitted to Santa Clara County for recording

25091146

Regina Alcomendras
Santa Clara County - Clerk-Recorder
09/08/2021 08:28 AM

Titles: 1 Pages: 2
Fees: $18.00
Tax: $2282.50
Total: $2300.50

RECORDING REQUESTED BY:
First American Title Company

MAIL TAX STATEMENT
AND WHEN RECORDED MAIL DOCUMENT TO:
Thulasiram Peddineni and Anusha Naidu Bojja Venkata
2566 Homestead Rd
Santa Clara, CA 95051

Space Above This Line for Recorder's Use Only

A.P.N.: 294-55-001 File No.: 4322-6656365 (MM)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX $**2,282.50**; CITY TRANSFER TAX $; ()
SURVEY MONUMENT FEE $
[x] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; [x] City of **Santa Clara**, and
EXEMPT FROM BUILDING HOMES AND JOBS ACTS FEE PER GOVERNMENT CODE 27388.1(a)(2)

[x] _____
Signature of Declarant

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **DAVID T. SULCER AND TERESA M. SULCER, TRUSTEES OF THE SULCER FAMILY TRUST DATED DECEMBER 13, 2006**

hereby GRANTS to **Thulasiram Peddineni and Anusha Naidu Bojja Venkata, husband and wife as community property with right of survivorship**

the following described property in the City of **Santa Clara**, County of **Santa Clara**, State of **California**:

ALL OF LOT 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT NO. 8038" WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON OCTOBER 08, 1987 IN BOOK 579 OF MAPS AT PAGE(S) 19 AND 20.

Mail Tax Statements To: **SAME AS ABOVE**

TRACT 8038

CONSISTING OF TWO SHEETS

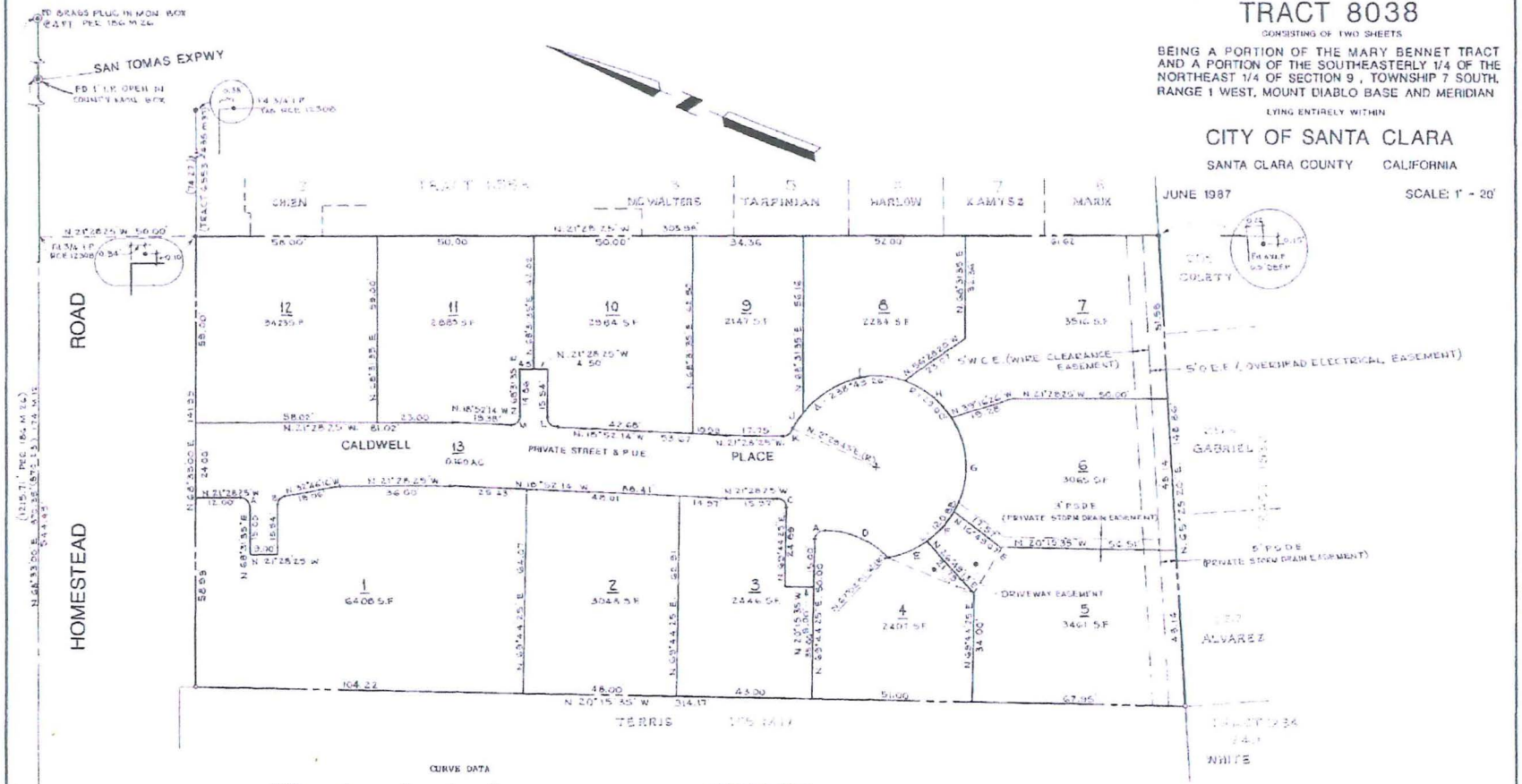
BEING A PORTION OF THE MARY BENNET TRACT AND A PORTION OF THE SOUTHEASTERLY 1/4 OF THE NORTHEAST 1/4 OF SECTION 9 , TOWNSHIP 7 SOUTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN

LYING ENTIRELY WITHIN

CITY OF SANTA CLARA

SANTA CLARA COUNTY CALIFORNIA

JUNE 1987 SCALE: 1" = 20'



CURVE DATA

CURVE	Δ	R	L	T
A	90° 00'00"	3.00	4.71	3.00
B	78° 42'09"	3.00	4.12	2.46
C	91° 12'50"	3.00	4.78	3.06
D	41° 13'34"	30.00	22.63	11.89
E	27° 08'12"	29.00	13.74	7.00
F	25° 41'00"	29.00	13.00	6.61
G	62° 30'57"	29.00	31.64	17.60
H	38° 21'50"	29.00	19.42	10.09
I	73° 36'08"	29.00	37.25	21.70
J	11° 31'19"	29.00	5.83	2.93
K	66° 01'52"	3.00	3.46	1.95
L	87° 23'48"	3.00	4.58	2.87
M	92° 36'12"	3.00	4.85	3.14

LEGEND AND NOTES

- ◉ INDICATES STANDARD CITY MONUMENT FOUND; OR AS NOTED
- ○ INDICATES 3/4" IRON PIPE SET, TAGGED RCE 12249
- ● INDICATES 3/4" IRON PIPE FOUND AS NOTED
- P.U.E. PUBLIC UTILITY EASEMENT
- ———— DISTINCTIVE BORDERLINE
- ( ) INDICATES RECORD DATA

THE DISTINCTIVE BORDERLINE INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP, CONTAINING 1.03 ACRES.

TOTAL OF PRIVATE STREETS = 0.160 ACRES.

ALL DISTANCES AND DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.

BASIS OF BEARINGS

THE BEARING OF THE CENTER LINE OF HOMESTEAD ROAD BEING N.68°33'00" E. AS SHOWN ON THAT CERTAIN LINE OF TRACT NO: 1284, ENTITLED MARIPOSA GARDENS, UNIT 1 AS SAID MAP WAS RECORDED IN BOOK 48 OF MAPS AT PAGES 28 AND 29, SANTA CLARA COUNTY RECORDS WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

AMERICAN DESIGN AND ENGINEERING SERVICES, INCORPORATED
12200 SARATOGA-SUNNYVALE RD STE 105 SARATOGA CA 95070 (408)741-1170

ADE 86-08-131

RECORDED 10/8/87 FILE NO 94683 BOOK 579 OF MAPS, PAGES 19 & 20

CITY FILE # S-1411 SHEET 2 OF 2

579 / 20

579 / 20

20

20

This is to certify that this is a true copy of the document on file in this office.
ATTEST
Lloyd Mascardier
CLERK-RECORDER
Santa Clara, CA
04/27/2023

Exhibit "A"

Legal Description

A.P.N.: 294-55-001

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

ALL OF LOT 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT NO. 8038" WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON OCTOBER 08, 1987 IN BOOK 579 OF MAPS AT PAGE(S) 19 AND 20.

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

PRIMARY RECORD

Primary# _____
HRI# _____
Trinomial _____
NRHP Status Code

Other Listings

Review Code Reviewer Date

Page 1 **of** 29 ***Resource Name or #:** (Assigned by recorder) *Caldwell/Rumbolz House*

P1. Other Identifier: *None*

***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 *2566 Homestead Road* 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: 294-55-001
South side of Homestead Road between Layton Street and San Tomas Expressway

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

2566 Homestead Road is located in what was originally a rural area with miles of fruit farms, but is today an urban setting of commercial and subdivision properties, which were primarily developed in the last half of the twentieth century. As a result, there is no consistent street plan, except for Homestead Road, the original roadway, which today is a major 4-lane thoroughfare bisecting the area from east to west. Due to the various differing types and periods of development, there are no consistent defined blocks, and setbacks and lot sizes vary throughout the area.

(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 south) Photo No: 100_3147, 04/30/2023*

***P6. Date Constructed/Age and Source:**
☒ Historic ☐ Prehistoric ☐ Both
Ca. 1914
Assessor's Records, Census Records, Polk City & County Directories

***P7. Owner and Address:**
Thulasiam Peddineni and
Anusha Naidu Bojja Venkata
2566 Homestead Road
Santa Clara, CA 95051

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

***P9. Date Recorded:** *June 8,2023*

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

***P11. Report Citation:** (Cite survey report and other sources, or enter "none.") *Historic Resources Inventory Form "2566 Homestead," dated March 1981.*

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

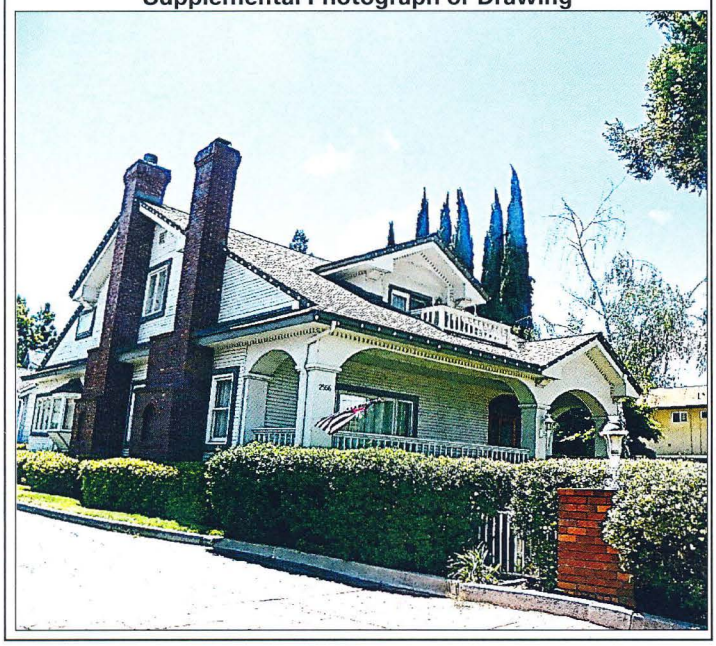
(Continued from page 1, Form 523A, P3a. Description)

Prior to the construction of a new development in 1987, the subject home was the farmhouse on a multi-acre farm with farm buildings and orchards around it. Today as Lot 1 of Tract 8038, the subject property is sited on a 6408 sq. ft. lot, which is part a new 12 lot Tract each with a single-family house. Originally set back a considerable distance from what was then a 2-lane road, with large Redwood and Eucalyptus trees sheltering it from the street. Street widening and sidewalk installation by the City have truncated the front yard street-setback, leaving only a suburban-sized front yard and two, large, original redwood trees between the front sidewalk and the street. Situated at the NW corner of the development in which it is located, the house fronts roughly north onto Homestead Road and is set back from the street enough to allow for a modest cultivated lawn on either side of a wide brick-paver walkway, which leads from the Homestead Road sidewalk to the front entry steps. Narrow planting beds with a neatly trimmed hedge are set adjacent to the house between it and each lawn area. This hedge continues around the east side and rear of the house until it ends at the garage. The house is offset from the west side property line, allowing for a tree-filled wide west side yard. On the east side, the hedge and a narrow strip of cultivated lawn separate the house from a straight, asphalt, private street, which ends in a cul de sac, named Caldwell Place. This street, which runs through the center of the Tract, borders the property's east side property line and provides access to a wide, short concrete driveway leading to an attached garage.

Access to the house from Homestead Road and Caldwell Place is secured by wrought iron fence, with square brick columns and a gate across the front walkway. This fence runs from the east front corner of the house, across the front of the property, adjacent to the Homestead Street sidewalk, then connects to a wood fence along the west property line that separates the subject property from that of the adjacent multi-family development. Ornamental shrubbery is located at both the fence's NE, Homestead and Caldwell, corner and its NW corner with a neatly trimmed hedge that softens the look of the west property line's wood fence. A high wood fence with a gate that runs between the house and the wood fence along west property line, secures access to the west side yard. Trees and ornamental shrubbery help obscure this fence. There is no rear yard. The majority of the space between the rear of the house and the rear property line is occupied by the driveway and garage.

Attached to the rear of the house at its southwest corner is the side-gable roofed, 2-car, garage (not original), which is covered with stucco. It was added post-1987, when the new tract was developed. The placement of the garage is consistent with the ways suggested to integrate a garage into a side-gabled house, which first appeared in a 1940 FHA bulletin.

Supplemental Photograph or Drawing



The primary building on the site is a 3,179 sq. ft., two story farmhouse constructed circa 1914 and designed in the side-gabled subtype of the Colonial Revival architectural style. As stated by McAlester "this subtype was built throughout the Colonial Revival era, but predominates after about 1915." The plan of this wooden, single-family residence is rectangular and while there is no basement, it is set over a high crawl space, which elevates the living area approximately 3 feet above the ground. It is distinguished by a steeply pitched side-gabled roof, with boxed eaves and a moderate roof overhang. A large front facing gable roofed dormer projects from the front roof. The rear roof is punctuated by a small gable roofed dormer, which has exposed rafters. On all elevations of the main body of the house, as well as that of the front facing gable dormer and the front porch gable, the boxed roof-wall junction is decorated with dentil molding. The eaves and rake eaves of the main body of the building along with the front facing gabled dormer's rake eaves are trimmed with narrow verge boards decorated with modillions. The use of dentils and modillions as decorative features are typical of Colonial Revival houses. Scrolled brackets support the

Description of Photo: (view, date, accession #)
East side-elevation. & front facade (view toward SW) 05/2023, Photo No: 100_3142.

(Continued on page 3, Form 523L)

(Continued from page 2, Form 523L)

gable eaves. A distinctive feature on the front facing dormer is found on the gable face, which has a rounded arch that mimics the arch found on the entry portico and surrounds a recessed portion of the dormer. Projecting from the dormer, is a low balustrade consisting of a simple wood rail and squared balusters. On the east side elevation, two red-brick fireplace chimneys project through the eaves. These external fireplaces are decorative, with one side straight, the other stepped up and an arched recess set into the base. The roof is sheathed with composition shingles.

Narrow horizontal clapboard siding sheathes the body of the house and the dormer faces. On the front façade and integrated into the overall design rather than built as a separate attachment, a full-width front porch is recessed under the main roof. An offset porch gable with a rounded arch beneath sits to the right of the facade. As may be found on Colonial Revival houses, the roof over the porch has a curved underside as do the openings on either side end of the porch. The front porch roof is supported by three large square columns. one located at the east corner and the other two under the entrance porch gable, at either end of the gable's curved underside. The placement of the latter two columns, one on either side of the front entry steps, creates the illusion of an entry portico. A simple balustrade, consisting of a plain wood rail and squared wood balusters runs the length of the porch. This balustrade is not original. It has replaced the punched, decorative wood railing that originally was in this location.

The main entrance is on the front (north) façade and is accessed by 4 (four) wide, brick steps, flanked by brick stoops (not original), which lead to the brick porch. The principal entrance is on the front (south) façade. Offset on the porch, but placed symmetrically under the porch gable, is the front (main) entry. It consists of a paneled wood door with a decorative glass panel set into the top. Set on either side of the door are decorative glass sidelights with wood panels below. Located on top of the door and the sidelights is a decorative glass paneled fanlight. These have replaced the original front door, which was a wood paneled door with 10 small windows set into the top. Note: while not original to the subject house, sidelights and fanlights were used on Colonial Revival houses. Wide wooden molding with a plain narrow trim surrounds the entire entry.

A secondary entrance, accessed by 4 (four) wood steps with simple wood railings and squared balusters (new) that lead to a narrow landing, provides access from the rear. The secondary entry door appears to be new with 9 (nine) glass panes set into the top half and 2 large vertically orientated wood panels belon. This door is surrounded by wide wood trim.

Fenestration is complex and a mix of vertically oriented, double-hung windows that are generally rectangular in form, and framed casement windows. Typical of the Colonial Revival architectural style, with the exception of a paired window in the rear façade, the double hung windows are vertically orientated, rectangular, 1-over-1 windows that stand alone as a single unit. The casement windows are in groups of two or three windows set into horizontally orientated or square openings.

Offset towards the east edge of the front façade, currently there is 1 tri-partite window, which consists of a large metal-framed fixed center pane with a metal-framed casement window to either side. This unit also appears to be metal framed Originally, there were two large wood-framed, plate glass windows, each topped by a horizontal band of small glass panes, set into the front façade to the left of the door. A pair of large rectangular sliding glass doors is set into the recessed portion of the gable face of the front-facing dormer.

Fenestration of the east side elevation's upper story, consists of a small vertically orientated casement window abutting the front fireplace chimney, followed by a pair of vertically orientated large casement windows abutting the centered chimney. A large horizontally orientated casement window is between the centered chimney and south corner of this elevation. On the east side elevation's main story, a tall, vertically orientated, double-hung window, which abuts the front fireplace chimney base's outer edge, is set between the base and the porch. This is followed by two, tall, vertically orientated, double-hung windows set between the two fireplace chimney bases with a single similar window on the base's other side. A large 3-sided, angled bay window (not original) projects from the center of the space between the centered chimney base and the east side elevation's southeast corner, followed by a ribbon of three casement windows set into a squared opening. Fenestration of the west side elevation's upper story consists of a large Palladian window set towards the front, followed by windows set into a squared opening. Fenestration of the main story, also consists of a large Palladian window set towards the front. (Due to the mass of trees and shrubbery that obscure the view, the remainder of the windows on both the upper and main story of this elevation are unknown).

Fenestration of the home's rear facade consists of a bay window, similar to that of the east side elevation, set close to the rear façade's

(Continued on page 4, Form 523L)

(Continued from page 3, Form 523L)

right (driveway) corner, followed by a ribbon of three vertically orientated, large casement windows, which abut the rear entry door. A pair of tall, vertically orientated, double-hung windows are set into the space between the rear entry door and the front façade if the attached garage. A Palladian window is set into the small gable-roofed dormer.

With the exception of the two bay windows, all the home's windows are trimmed with wide, flat boards and none have projecting sills or aprons.

Under the eaves on the east side elevation, is a square ventilation opening with wood slats and framed with narrow wood trim. It is offset from the gable peak due to the presence of the centered fireplace chimney. On the west side elevation, a large, square ventilation opening with wood slats, is centered under the gable peak. It is trimmed with wide flat boards and has a projecting sill and an apron. Small openings framed with narrow wood trim are set around the perimeter of the foundation to allow for ventilation under the house.

The residence is in good condition and although the front entry door, porch railing, porch and the home's original windows have been altered and a garage attached at its rear southwest corner, the main body of the house and its character-defining features appear to be as originally constructed.

State of California C The Resources Agency Primary #
DEPARTMENT OF PARKS AND RECREATION HRI #
BUILDING, STRUCTURE, AND OBJECT RECORD

***NRHP Status Code** *N/A*

 ***Resource Name or #** (Assigned by recorder) *Caldwell/Rumbolz House*

B1. Historic Name: *None*
B2. Common Name: *None*
B3. Original Use: *Single family residence* **B4. Present Use:** *Single family residence*
***B5. Architectural Style:** *Colonial Revival (Side-gabled subtype)*
***B6. Construction History:** (Construction date, alterations, and date of alterations)
The residence was constructed circa 1914. Post 1987, an attached garage was added, connected to the SW corner of the rear façade and the front entry door replaced and sidelights and fanlight added. Porch railing replaced and front porch and steps altered from wood to brick. Original windows altered on all elevations.

***B7. Moved?** ☒ **No** ☐ **Yes** ☐ **Unknown** **Date:** _____ **Original Location:**
***B8. Related Features:** *Two historic redwood trees in front of property.*

B9a. Architect: *Not known* **b. Builder:** *Not known*
***B10. Significance: Theme** *Architecture and Shelter* **Area** *Santa Clara = Bennett Tract1*
Period of Significance *1914-1987* **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 subject residence at 2566 Homestead Road, is a circa 1914 farmhouse that was constructed on a parcel of land, which was a portion of a large tract of land, which had a history of ownership dating back to an 1840s land grant and which would be rural farm land outside of the Santa Clara City limits until the 1960s.

Originally within the boundaries of the land belonging to Mission Santa Clara de Asís, the area described as the Bennett Tract was one of two Tracts, Tract 2, a "Town" grant and Tract 1, a Farm grant. Both were granted by the last Mexican Governor, Pio Pico, to Mary Bennet on November 28, 1846. The diseño (map) of the Farm tract, the area in which the subject house at 2655 Homestead Road is located, showed it to be a rectangular piece of land of 1000 varas by 2000 varas, which is approximately 355 acres. (Note: a vara is a unit of measurement of about 1 yard.)

Born in Virginia, in 1843, Mary Bennett had been part of the first emigrant party to leave the eastern states and travel to Oregon by means of an overland trail. The following year, she and her family were part of the group who then left Oregon and traveled to California, where they arrived in San Francisco in the late spring of 1844. By the end of the year, Mary Bennett had moved on to Santa Clara where she took up residence close to the Mission church and the following year applied to the Mexican authorities for a grant of land.

By 1846, Mary and her sons, Dennis and Jackson, had enclosed a portion of the land within what would be the Farm tract with a brush fence. Here they started cultivating wheat. Along with growing wheat, Mary Bennett had a garden patch where she grew corn, watermelons and vegetables. On this tract she also had a corral with 5 horses and 8 milk cows. She had intended to have a house constructed along with

(Continued on page 6, Form 523L)

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

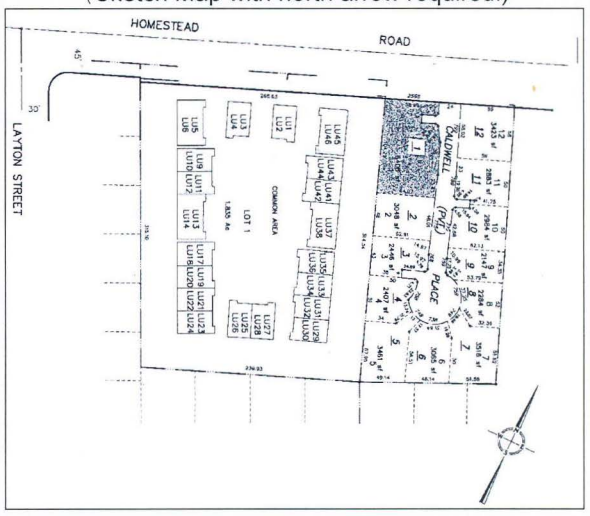
***B12. References:** *Garcia, Lorie, "Our Special Place," 1994; Garcia, Lorie, "Santa Clara: From Mission to Municipality," 1997; Garcia Lorie, Geoff Goodfellow and George Giacomini, "A Place of Promise: The City of Santa Clara 1852-2002," 2002; Langum, Sr., David J., "Quite Contrary," 2014; McAlester, Virginia Savage, "A Field Guide to American Houses," Revised ed., 2013; Polk and Husted City Directories,1914-1974; Poll Lists of the Santa Clara County Election Districts, Santa Clara Precinct, 1868; San Jose Mercury News, "Harry Rumbolz, Teacher, Gardener – long Time Santa Clara English Instructor Also Ran Homestead Nursery 1945 to1956," April 27, 2004; San Jose Mercury News, Marion Rumbolz death notice, March 11, 2005; Santa Clara High School Yearbook, 1945, 1955 &1959;Thompson & West, Historical Atlas of Santa Clara County,1876; United States Census, 1870, 1880, 1900, 1910, 1920, 1930, 1940; WWI Registration Card No.6481, Order No. 3375, September 12,1918; WWII Registration Card No.175, Order No. 44B, 1941*

B13. Remarks:

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

***Date of Evaluation:** *June 8, 2023*

(Sketch Map with north arrow required.)



*Required information

(Continued from page 5, Form 523B)

a wooden post and rail fence but due to the American invasion in July 1846, these never got erected and she continued living in a house close to the mission on her "Town" grant.

In the Fall of that year, the first large overland group of American emigrants to reach California arrived and almost 200 of them came to Mission Santa Clara. They were soon followed by an increasing number of emigrants, most of whom simply squatted on the land, especially after the end of the war between Mexico when the Treaty of Guadalupe Hidalgo in January 1848, ceded California to the United States. A large majority of these new American settlers were farmers and when they arrived, they found that the soil of the Santa Clara Valley would not only sustain grain farming but that the soil's easy cultivation and high fertility made grain production relatively simple. And, most importantly, they found that it required little capital investment. Following the Gold Rush, the immediate need for flour to feed the miners resulted in wheat becoming the dominant crop. By 1854, 30 percent of California's wheat crop was being produced in Santa Clara County. Within a decade, the multi-acre parcels surrounding the small town of Santa Clara had become an almost an unbroken wheat field.

When California became an American State, Mary Bennett faced the same problem as did all of the holders of Spanish and Mexican Land Grants; proving in the American courts that her land belonged to her. Her Farm tract (the Bennett Tract1) was approved by the Board of Land Commissioners in 1855 and confirmed by the U. S. District Court in 1857. However, this tract of land now had to be officially surveyed and for various reasons the survey was delayed. Finally, on December 7,1864, while the survey of her "Town" tract would be denied, the survey of her Farm tract would be approved.

The final step was now getting confirmation of ownership of her Tract 1 grant and receiving the patent for it. While this process was before the Land Commission, Mary Bennett faced the increasing problem of several squatters occupying her Farm tract land. Attempts to get squatters removed involved the courts. It cost a lot in legal fees and could also take years, ending in both positive and negative results. For example, as early as 1850, Hiram Shartzer seized 65 acres of her Farm tract land, built a house, planted an orchard, farmed the rest and in 1861, took an additional 35 acres. On December 15, 1865, after her title to the land had been confirmed, Mary sued him to get her land back. Shartzer appealed but the California Supreme Court ruled in her favor. In January 1855, B. F. Watkins had squatted on a 12 ½ acre portion and when, in February 1869, Mary Bennett sued to get him ejected, she won a judgement at trial but lost on his appeal to the California Supreme Court, which ruled that he was a joint tenant with Mary Bennett.

While waiting for the Court's decision on her ownership of her land and due to the increasing population of Santa Clara, Mary Bennett had rented several parcels of her Farm tract land to 4 or 5 tenants. Records show that in 1866, $1095 was made from renting out portions of the Bennett farm land and $1271 in 1869, then $1958 in 1870.

Although Mary Bennett saw the confirmation of the official survey of her Tract 1 grant, she passed away on December 19, 1868, before the patent for her Farm tract (the Bennett Tract 1) was issued. The January 9, 1869 Probate records show she had left all of her property to her two living sons, Winston and Menzel, and her four married daughters, Samantha, Mary, Julia and Catherine. At the time of her death, her property in her estate included the block she owned in the town of Santa Clara and the original 355-acre Bennett Tract 1. Two specific bequests were made of land from the latter tract, 50 acres to Winston and 30 acres to Samantha. The remaining 275 acres were included in the portion of the estate left to her all of children. On July 19, 1871, the patent for the Bennett Track 1 was finally issued. With the tract now recognized as legally hers, it was officially part of her property and Probate of her estate could be completed. Following Probate, Mary Bennett's children sold the Bennett Tract 1 to Isaac N. Thompson, who owned the acreage bordering most of the northern property line.

Born in Indiana in July 1823, Isaac Newton Thompson came to California in 1849. By 1850 he was in the business of operating an "Eating Place" in Sacramento in partnership with the Rush family and by the middle of the year the U. S. Census shows that his personal estate was worth $6,000. According to the Business Directories of the cities and towns, which accompanied the 1876 Historical Atlas of Santa Clara County, by the end of 1850 Isaac Newton Thompson had arrived in Santa Clara. When the Town of Santa Clara was incorporated in 1852, he already had begun the acquisition of large parcels of land adjacent to the town. These included his investment in Quito Rancho land and land he owned in the neighboring community of Meridian, which had both Campbell's and San Tomas Creeks flowing through it. The southern border of the acreage he owned in Meridian abutted 2/3 of the northern border of Mary Bennett's Tract 1. Like most of the other farmers, I. N. Thompson planted wheat on his newly acquired land.

Continued on page 7, Form 523L)

(Continued from page 6, Form 523L)

In 1860, the U. S. Census shows that Isaac N. Thompson had by now married Anna and they had 2 daughters, Martha age 3 and 1-year-old, Charity. His personal Estate was $1,500 and his occupation was given as being a farmer. The 1860 Census Selected Federal Non-population Schedule 4. (Productions of Agriculture in Santa Clara Township) records that by 1860 Isaac N. Thompson owned 320 acres of land, consisting of 120 acres, which were "improved" and 200 that were "unimproved," and he had harvested 1200 bushels of wheat and 75 bushels of corn on his Meridian land. It also showed that the cash value of his farm was $10,000 and his farming implements were worth $700.00. The livestock on his farm consisted of 45 horses, 1 mule, 8 milk cows, 13 other cattle and 29 pigs and was valued at $2,500.

Isaac N. Thompson and his family lived in a house on his Meridian land, sited between Campbell's Creek and the northern border of the Bennett Tract 1. On October 1868, his residence was listed in the Poll List of the Santa Clara Precinct for the General Election of November 1868, as being, "2 miles west of town." Note: I. N. Thompson's house was located just about where the Santa Clara International Swim Center is located today.) Along with his farm acreage, which by 1862 included a large parcel on what is today Scott Boulevard near the Railroad tracks, by now, he also owned small parcels within the Town limits.

The List of property owners that accompanied The first official Town Survey, which was made in July 1866 by J.J. Bowen, and recorded on August 22 of that same year, shows him as the owner of the 11,547 sq. ft. Lot 1 and the 25,291 sq. ft. Lot 3, of Block 5 North, Range 1 West. However, the 1866 survey did not record the land known as the Bennett Tract 1.

When the Town of Santa Clara was incorporated in 1852, the new town had claimed the land, which had been occupied for the previous five years, for town purposes and the survey and the map that accompanied it, showed the Town's designated Town Lots and Sub-Lots and listed the name of each property owner and the improvements made to the property. The town lots were numbered parcels of land contained in the square blocks, with the size of each parcel given in square feet. The Sub-lots, which surrounded the Town of Santa Clara's nucleus of Town Lots were numbered 1-55 and the size of each Sub-Lot was specified as the number of acres contained within its boundaries. While the Sub-Lots were considered to be part of the township of Santa Clara, only the Town Lots were included within the official Town limits.

Although it was property which for years had been owned and "improved" by someone who resided within the town, since 1850, when California gained Statehood and Santa Clara County became one of the first counties within it, the Bennett Tract had officially been land under the jurisdiction of Santa Clara County and not the Town of Santa Clara, thus excluding it from the official survey.

With his occupation not only described as a "Farmer" but also as a "Capitalist," the 1870 Census, shows that by now Isaac N. Thompson had become a wealthy man. In this Census, the value of his Real Estate is listed as $29,000, that of his Personal Estate as $30,410, and the 1870 Census Selected Federal Non-population Schedule 3. (Productions of Agriculture in Santa Clara Township) shows the value of his farm acreage to be $24,000 and that of his farming implements and livestock to total $16,000. I. N. Thompson continued to be a grain farmer and wheat continued to be the main agricultural product he grew on his land. The 1870 report shows a harvest of 25,100 bushels of wheat, followed by a total of 4850 bushels of barley. Following his purchase of the Bennett Tract 1 the following year, I. N. Thompson continued growing grain on his newly acquired acreage. However, that would change as the decade went on as more and more orchards started being planted on the previous grain fields.

Along with wheat production, by the early 1850s some farmers had begun planting small orchards and vineyards, a few experimenting with these on their grain farms. In 1855, B. S. Fox, a professional botanist who had accompanied Commodore Stockton's shipment of trees three years earlier, established his own extremely successful pear orchard in Santa Clara. From this start, fruit orchards and vineyards had been developed at an increasingly rapid rate, both in the form of large enterprises on the land abutting the site of the developing town of Santa Clara, and in the town proper. When the Town's first official survey was made in July 1866, almost every developed town lot was shown to have an orchard and vineyard listed as improvements. Soon after the completion of the transcontinental railroad in 1869, a carload of pears from Levi Gould's pear orchard was shipped from the Santa Clara Railroad depot in October of that year, becoming the first shipment of fresh fruit sent from California to the eastern states.

In August, 1873, the Santa Clara Homestead Association had a survey made of the land they owned, which parceled it into a total of 70 Lots, divided into six blocks. This large tract of land lay west of the Town of Santa Clara and encompassed the land north and south of

Continued on page 8, Form 523L)

(Continued from page 7, Form 523L)

today's Homestead Road (named Sutherland Road on the survey) that ran from the eastern side of Campbell's Creek, (near today's Kiely Boulevard) with the tracts western boundary line located where today Pomeroy Street crosses Homestead Road. The NE corner of this land connected to the NW corner of Thompson's Bennett Tract 1 property at Campbell's Creek and as the Santa Clara Homestead Association land was developed, it was not as individual lots, as occurred within the Town limits, but instead as expansive farm tracts, most planted to fruit.

By the late 1870s, the poor yields of wheat, in the Santa Clara Valley area had resulted in farmers turning to a more diversified approach and they planted more vineyards and orchards. Isaac N. Thompson was one of those farmers. By 1880, now the owner of 700 acres of land valued at $40,000, while he was still growing grain on 500 of those acres, he had also begun the development of a fruit orchard on his Bennett Tract 1 land. The November 1879 "Schedule 2. Productions of Agriculture in Santa Clara" (taken for the 188 Census) shows that while he had harvested 850 bushels of barley on 70 of these acres, 11,715 fruit bearing trees had been planted on 96 acres from which he had harvested 16,150 bushels of fruit (including 200 bushels of apples).

As the production of various types of fruits proved successful and more and more orchards were planted, by the late 1880s orchard products would lead all other forms of agricultural production. By 1890, orchards would spread to the edges of the valley floor and dominate Santa Clara County agriculture. This included all of the land stretching from Gould Street (today's Scott Boulevard) south from today's El Camino Real and west to Lawrence Station Road (today's Lawrence Expressway). By the turn of the Twentieth Century, hundreds of acres of orchards surrounded the Town of Santa Clara and agriculture and the related agricultural industries provided the main economic influence behind its booming economy.

Seventy-six-year-old, Isaac Newton Thompson was now retired, although he still listed his profession as a farmer, and he, his 2nd wife, Emily, and their 26-year-old son, John, were now living in town. They resided in a house at 1085 Clay Street on the lot he owned at the NE corner of Clay and Main Streets. Among the property he still owned was his Bennett Tract 1 land, which he now rented out to others who farmed the land. Following Isaac N. Thompson's death at age 90, on August 5, 1913, 145 acres of the Bennett Tract 1 property was sold to William E. Caldwell.

In the 1890s, William T. Caldwell, his wife, Matilda, and their 4 children, William Edwin, Martha, Robert and Elmer, had come from Missouri to California. Here they settled in the Central Valley town of Tulare, an agricultural community, which would become known for citrus farming. William T. Caldwell was a farmer and here he established a farm. On April 15, 1911, 59-year-old, William passed away. Following his father's death, his son, 28-year-old William E., left Tulare and moved to Santa Clara, where he purchased the portion of the Bennett Tract 1, which would become known as the Caldwell farm. Here, the subject farmhouse was constructed and, as shown in the City Directories, William Caldwell was living in it by the end of 1914.

Located in the Jefferson District of Santa Clara, which was Santa Clara County land, the farmhouse was placed close to a rural road that ran east to a connection with Lexington Street in the Town of Santa Clara and west to Lawrence Station Road, through miles of orchards broken only an occasional farmstead that appeared along the route. Similar to the other farmsteads, this site also had a large barn, a tank house and the other structures necessary for a working farm.

It has been said that William E. Caldwell is the one who planted the prune orchard on it but that is unverified. William was unmarried and shortly after William was living in Santa Clara, his mother, Mathilda, joined him to take care of the house. His brother, Robert, who was married at the time of their father's death, stayed in Tulare and continued farming there as did Elmer. Following WWI, Robert Caldwell left Tulare and moved with his 1st wife, Leah, and their 2 young daughters to Santa Clara. They lived with William and Matilda for a period of time and then Robert Caldwell purchased his own farm on San Tomas Road and Payne Avenue. William and Robert's younger rother, Elmer, had by now moved to Stockton, where he was working as an accountant for a Land Company.

On December 18, 1931, William Caldwell's mother, Mathilda, passed away. Eighteen months later, on May 1933, 50-year-old William married 49-year-old Eliza Ann Clewitt. Around this time, Elmer Caldwell and his wife, Edythe, moved from Stockton to Santa Clara. William split a parcel off of his land and gave it to Elmer, who then began farming the prune orchards on it. By the mid-1930s, all three of the Caldwell brothers were here and farming in close proximity to each other. On May 18, 1941, William E. Caldwell passed away. For the following 5 years, Eliza continued living at the farmstead, and then sold it to Harry H. Rumbolz and his wife, Marion.

Continued on page 9, Form 523L)

(Continued from page 8, Form 523L)

Born in Balfour, North Dakota on December 31, 1905, Harry Herman Rumbolz was the 2nd son of Herman and Louisa Rumbolz. When he was two-years-old the Rumbolz family came to Chico, California, where his father became employed working in a nursery. Raised in Chico, Harry H. Rumbolz went on to earn his teaching credential at Chico State Normal School and then went to Stanford University where he would receive his master's degree in education. In 1929, Harry Rumbolz met Marion Hart, when they were two beginning teachers at Union School in Orcutt, a tiny town near Santa Maria. Two years later they slipped away and were married.

Born October 24, 1908, at Hagaman, New York, the 4th and youngest child of Frank and Minnie Hart, Marion Hart, arrived in Santa Clara as a young child. Growing up in Santa Clara, she attended Fremont Grammar School and Santa Clara High School and in 1929, she graduated from San Jose State Teacher's College Following their marriage in 1931, Harry and Marion briefly moved in with her parents at 924 Lincoln Street and in 1932, Marion (Hart) Rumbolz started teaching mathematics at Santa Clara Intermediate School, while Harry completed getting his master's degree at Stanford. When Harry gained employment in 1934 as a teacher in Sanger, California, the couple moved there. They are recorded in the Census as living in Sanger in 1935 but by 1936 Harry and Marion Rumbolz had returned to Santa Clara. Here, they purchased a house at 1455 Franklin Street.

in 1938, Harry H. Rumbolz was hired by then-Superintendent Emil Buchser to teach at Santa Clara Union High School and the following year their only child, a son they named Hart, was born. In 1947, Harry Rumbolz purchased the subject farm on Homestead Road from Eliza Caldwell. The property consisted of three acres, on which the house was built, and 12 additional acres with a prune orchard. Harry and Marion sold their home at 1455 Franklin Street and moved with their 8-year-old son to the subject home on Homestead Road. As it was in a rural county area, there were no house numbers and its street address was considered to be RD 1 Box 446.

However, at the time Harry H. Rumbolz purchased the subject property, the area was changing. The 1940s saw a major transformation to Santa Clara in both the growth of industry and population, especially in the period immediately following WWII. In 1940, the population of Santa Clara was 6650. By 1948, the population had risen to 9839, an increase of 3189 people in just seven years. No longer could the construction of individual homes or the traditional small subdivisions meet the housing need. As a result, in January 1947, building officials reported that "building volume in Santa Clara during 1946 climbed to an unprecedented high" with six subdivisions under construction. Two years later, the official population was 14,178 an Increase of 22 percent over 1950. There were with now 4116 occupied dwellings in the city, with the great majority of the new ones located in the new subdivisions, which were being constructed on what had been orchard land. The City Limits were rapidly expanding west, incorporating areas, which had previously belonged to Santa Clara County and during the 1950s would reach as far as the east side of San Tomas Road.

While still in the County, on the 1950 Census the property on which 2566 Homestead is located was no longer considered a farm but was recorded as a "house on a place of 3 or more acres" of land. Besides being a teacher, Harry was a skilled gardener, and after purchasing the property he opened a nursery on the part of his land that ran east from the farmstead to San Tomas Road. He called it the Homestead Nursery. On the 1950 Census, a special annotation is added in the section describing the subject residence, which notes that a nursery is located "left on Homestead."

While still teaching at Santa Clara High School, Harry Rumbolz would own and operate his nursery until 1963. In 2004 an article about Harry H. Rumbolz in the San Jose Mercury titled, "HARRY RUMBOLD, TEACHER, GARDENER - LONGTIME SANTA CLARA ENGLISH INSTRUCTOR ALSO RAN HOMESTEAD NURSERY," specifically stated that while he was fondly remembered by the scores of people he had taught over the years, "Many more Santa Clarans knew him as the skilled gardener who owned and operated Homestead Nursery on Homestead Road."

Except for the two years he taught in Sanger (in Fresno County), both Harry H. and Marion Rumbolz were teachers in Santa Clara for their entire professional lives. Harry Rumbolz was a dedicated English teacher at Santa Clara High School from 1938 until his retirement in 1962. Marion Rumbolz was an elementary school music teacher. She started teaching classroom music at Washington and Fremont schools in 1943 and also taught the boys and girls choir. Then in 1952, when Scott Lane Elementary school was founded, Marion Rumbolz was hired as the new school's first principal, a job she would have until her retirement in 1964.

The 1960s saw several changes which affected the subject property. By 1961, this area was no longer County land but had been

Continued on page 10, Form 523L)

(Continued from page 9, Form 523L)

annexed by the City of Santa Clara and now Harry and Marion's house had a Santa Clara address, 2566 Homestead Road. Also, Urban Redevelopment altered Homestead Road. While originally the City's Lexington Street had been the connection to Homestead Road, now Liberty Street was re-named Homestead Road and it was reconfigured at Lincoln Street to connect to the original Homestead Road.

In 1964, both now retired, Harry H. and Marion Rumbolz left Santa Clara and moved to Los Gatos where they would live for the next 27 years and then would move to a retirement home in Cupertino. After his father and mother moved to Los Gatos, their, son, Hart Rumbolz and his wife Jean continued living in the home at 2566 Homestead Road. In 1987, the property was sold to Landmark-W.I.S.E. Development of Saratoga and Hart Rumbolz moved to Redding, California, where his father's death in April 2004, he was joined by his mother, Marion, who passed away in March 2005.

In July 1987, following their purchase of the property, Landmark-W.I.S.E. Development paid to move the farm's tank house from Homestead Road to the Harris-Lass property, after the Santa Clara City Council required the firm to save the historic structure as a condition of approval for the development of the land. A planned development was constructed on the land surrounding the original house and although it was slightly altered with the addition of attached garage in the rear, the house at 2566 Homestead Road was saved. The house was purchased by David and Theresa Sulcer and in September 2021, they sold it to the current owners, Thulasiram Peddinent and Anusha Naidu Bojja Venkata.

During the last decades that members of the Rumbolz family resided here, the rural area in which the subject property is located underwent urbanization. The farms totally disappeared and residential and commercial development completely filled the land. The final change to the property, which had once been part of the large fruit farm owned by William E. Caldwell and then the farm and nursery owned by Harry H. Rumbolz, had occurred when the City of Santa Clara widened this section of Homestead Road and installed a sidewalk, removing all but two of the historic trees in front of the house.

Today, only two farmhouses remain from the several that once occupied the region, the Fassett-Sherman/Azzarello Residence at 3023 Homestead Road and the subject home, the Caldwell/Rumbolz House at 2566 Homestead Road. Although now surrounded on three sides by single and multi-family homes, this farmhouse still exists on its original footprint, facing Homestead Road with two of the original Redwood trees separating it from the road. Note: today, the farm's tank house serves as the gift shop at the Harris-Lass Historic Preserve.

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 ca. 1914, the subject residence at 2566 Homestead Road 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

Continued on page 11, Form 523L)

(Continued from page 10, Form 523L)

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 2566 Homestead Road has been well maintained and the architectural integrity of the structure has not been diminished. There has been only minor alteration to the home's exterior since it was built, by the construction of an attached garage and alteration of the front entry door, porch railing, porch and entry step materials and original windows (the latter alterations are reversible) and 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, preserving 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).

National Register of Historic Places Criteria.

There are not any events associated with the residence at 2566 Homestead Road 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 several sets of owners over the 110 years of its existence and none appear to reach the level of significant influence required under Criterion B to be considered eligible for the National Register. Neither do any of the other occupants appear to be significant to the history of the region, Nation or State of California. It would therefore appear that the building at 2566 Homestead Road would not be eligible for the National Register based on Criterion B (associated with the lives of persons significant in our past). While the residence is a nice example of the Colonial Revival architectural style that was constructed in ca. 1914, and under National Register Criterion C the residence at 2566 Homestead Road does "embody the distinctive characteristics of a type, period, or method of construction" and "represent[s] a significant and distinguishable entity whose components may lack individual distinction," it does not appear to reach the level necessary to 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). Agriculture played a dominant role in Santa Clara's economic development, becoming its primary industry during the last quarter of the 19th Century until the 1940s, as the large multi-acre parcels surrounding the town, mainly those lying to the west of the town limits, became covered with orchards. In 1914, the residence at 2566 Homestead Road was constructed as a farmhouse on a large multi-acre prune orchard, which was developed in this area. It is associated with the development of Santa Clara's agricultural industry, which made a significant contribution to Santa Clara history, and is one of the only two farmhouse that remain today. Based on its connection to the development of Santa Clara's agricultural industry, the property at 2566 Homestead Road appears to be eligible at a local level for the California Register based on Criterion 1. California Register Criterion 2, is the equivalent of National Register Criterion B (persons) and it is associated with the lives of the Rumbolz family, who as renown educators, are persons important to local history. Thus, it does appear to be eligible for the California Register under Criterion 2 at a local level. Criterion 3 addresses the distinctive characteristics of a type, period, region, or method of construction. Considered "the dominant style for domestic building throughout the country during the first half of the twentieth century" about 40% of the homes built from 1910-1930 were constructed in the Colonial Revival style. Constructed ca. 1914, the subject building is a nice example of an early 20th Century Colonial Revival farmhouse. With a steeply pitched side-gabled roof that has boxed eaves and a moderate roof overhang, a boxed roof-wall junction decorated with dentil molding, verge boards decorated with modillions, the use of rounded arches on the main body of the house, a porch roof with a curved underside and the use of columns to support the roof, the residence does embody the distinctive characteristics of a type and period of construction. Even though post 1987 an attached garage

Continued on page 12, Form 523L)

(Continued from page 11, Form 523L)
was added, the original front entry door, porch, porch railing, entry steps and windows altered, the latter alterations are reversible and it retains its original configuration and location. Thus, it does appear to be eligible for the California Register under Criterion 3 at a local level,

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."

Criterion A: Historical or Cultural Significance

No.1 The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, state, or nation.

Constructed as a farmhouse in the early 20th Century, it is reflective of that era and the type of construction favored by the local orchardist/farmers. Associated with the development of Santa Clara's agricultural industry, it reflects Santa Clara's architectural heritage and is one of the only two farm houses remaining from the time when this area of Santa Clara was occupied by large fruit farms.

No. 3 The property is associated with an important individual or group, who contributed in a significant way to the political, social, and/or cultural life of the community.

The property is associated with Harry H. Rumbolz, an esteemed resident of Santa Clara, who was for decades was a dedicated English teacher at Santa Clara High School. He also was well known as a "skilled gardener who owned and operated Homestead Nursery on Homestead Road," and thus played a significant role in the middle of the 20th Century, in the agricultural development of the area. It is also associated with his wife, Marion Rumbolz, who was an elementary school music teacher in Santa Clara schools, She started her teaching career here and went on to become a renowned educator in Santa Clara. In 1952, when Scott Lane Elementary school was founded, Marion Rumbolz was hired as the new school's first principal, a job she would have until her retirement in 1964.

No .5. A building's direct association with broad patterns of local area history, including development and settlement patterns, early or important transportation routes or social, political, or economic trends and activities. Included is the recognition of urban street pattern and infrastructure.

This residence was constructed ca. 1914, as the residence for a local farmer and his family, Originally surrounded by prune orchards, this building is a large farmhouse that was built on property, which was one of the large fruit farms that developed in the Homestead Road area, outside of the town limits. These farms contributed to the town's early economic success in agricultural-related industries. Also, from its connection with the Town of Santa Clara's Lexington Street to Lawrence Station Road, the portion of Homestead Road on which the subject building was constructed, was the original roadway through the area and one of the area's earliest county roads. Located outside of the City Limits, it would not be until In 1961, when the City of Santa Clara expanded its city limits to include this area that the residence's along Homestead Road in this area would get an official Santa Clara address and the subject building would become known as 2566 Homestead Road. This residence is a perfect example of both Santa Clara's development pattern and its early transportation pattern in this area over the years.

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

Criterion B: Architectural significance

No.1. The property characterizes an architectural style associated with a particular era and/or ethnic group.

Continued on page 13, Form 523L)

(Continued from page 12, Form 523L)

Considered "the dominant style for domestic building throughout the country during the first half of the twentieth century" about 40% of the homes built from 1910-1930 were constructed in the Colonial Revival architectural style. This farmhouse was constructed ca. 1914, in a local interpretation of the Colonial Revival architectural style. With a steeply pitched side-gabled roof that has boxed eaves and a moderate roof overhang, a boxed roof-wall junction decorated with dentil molding, verge boards decorated with modillions, the use of rounded arches on the main body of the house, a porch roof with a curved underside and the use of columns to support the roof, the residence is a nice example of this architectural style.

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

Criterion C: Geographic significance

No.1. A neighborhood, group or unique area directly associated with broad patterns of local area history.

From 1846 when, designated as the Bennett Tract 1, it became one the earliest Mexican Land Grants given of Mission Santa Clara land to an American, and later, following California's admission to the Union when now located outside of the Town limits on County land, the area in which the property at 2566 Homestead Road is located has been directly associated with the broad patterns Santa Clara's agricultural history. Originally planted with wheat, this area became part of the region's extensive wheat growing history and later this area became the heart of the fruit farms that were planted west of the Town of Santa Clara. It remained rural, orchard land until the last half of the 20th Century when the farms totally disappeared and residential and commercial development completely filled the area. Today, only two farmhouses remain from the several that once occupied the immediate region remain and the subject property at 2566 Homestead Road, located on portion of the original Bennett Tract 1 land grant, is the only farmhouse remaining from those that once occupied that tract and as such, represents and is directly associated with the broad patterns of local area history.

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

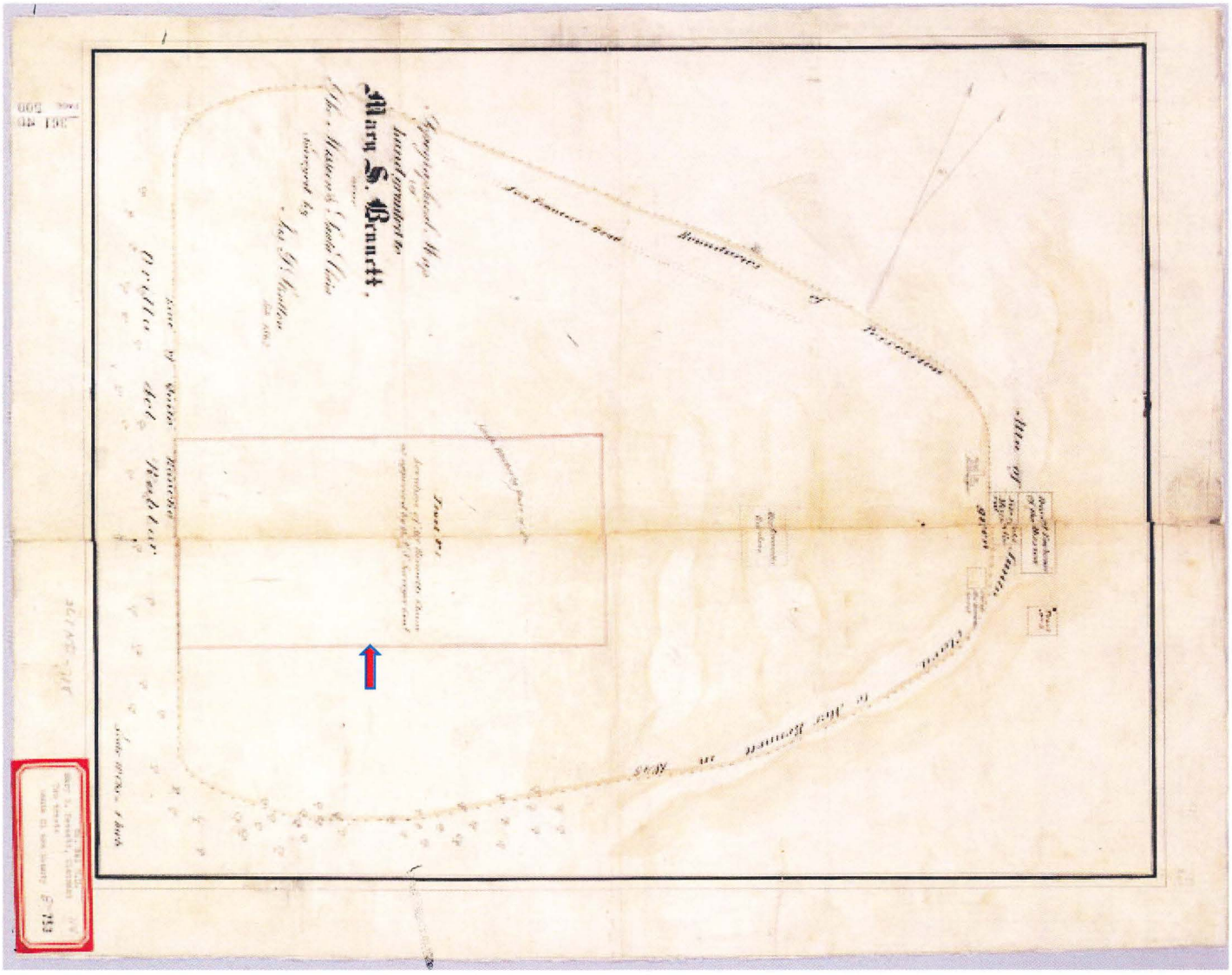
Criteria for Archaeological Significance:

As the property at 2566 Homestead Road 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 March 1981, Historic Resources Inventory for the City of Santa Clara, the evaluator finds 2566 Homestead Road to be a good example of the Colonial Revival architectural style, and to retain sufficient integrity to qualify as a historic property. It appears to be, based on compliance with the Local Significance Criteria, eligible for continued listing on the City of Santa Clara Architecturally or Historically Significant Properties List.

HISTORIC MAPS



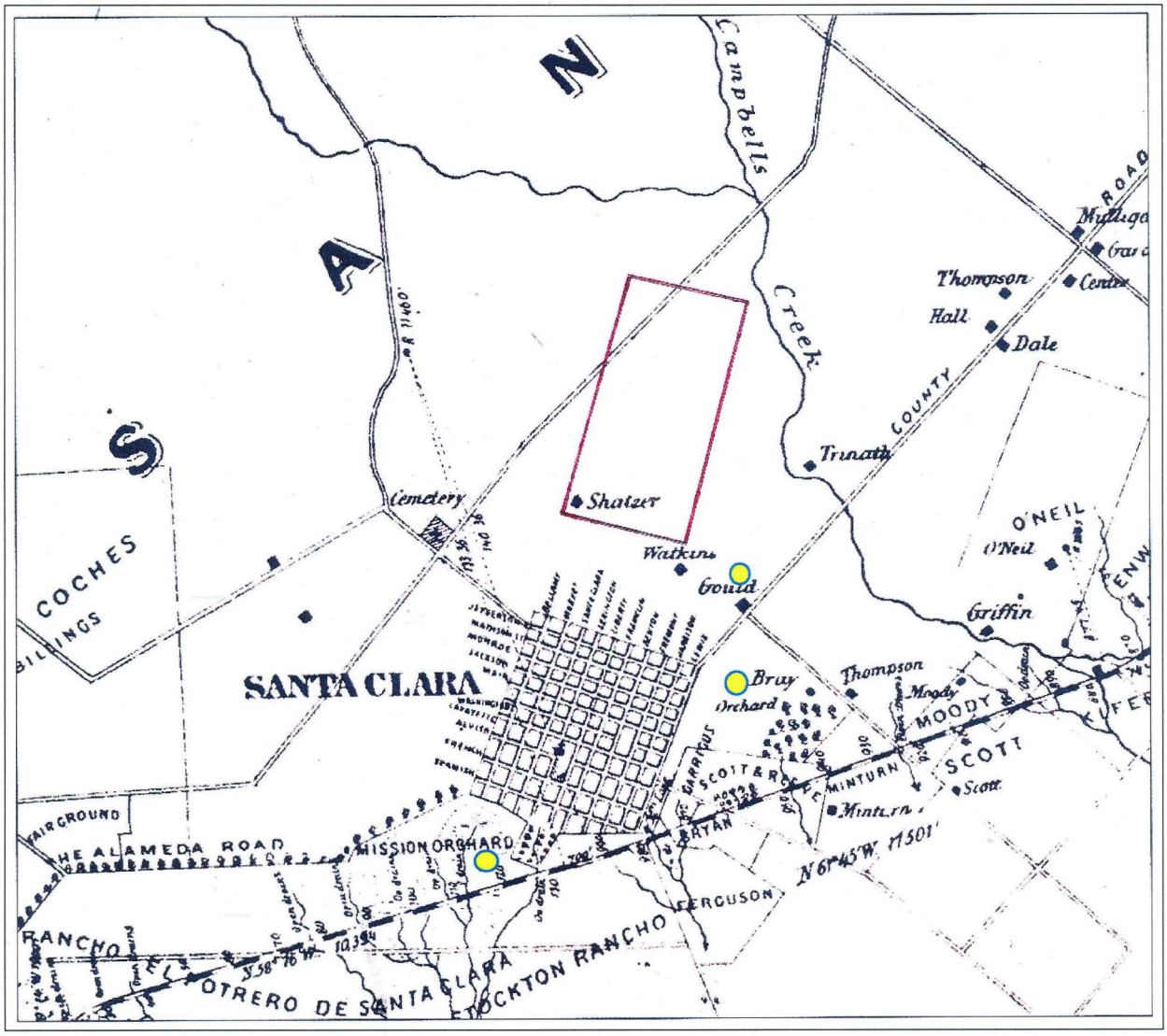
1862

Topographical map of land granted to Mary S. Bennett, near the mission of Santa Clara: [Calif.] Surveyed by Jas. T. Stratton

Oriented with North toward upper right corner and the Mission and Town of Santa Clara at the right of the map, this survey shows Mary Bennett's Tract 1 as it was finally confirmed on December 7,1864. (U.S. District Court. California, Northern District. Land case 361.) Note: The road on the map named San Francisco Road is today's El Camino Real.

Indicates the Bennett Tract 1.

HISTORIC MAPS continued

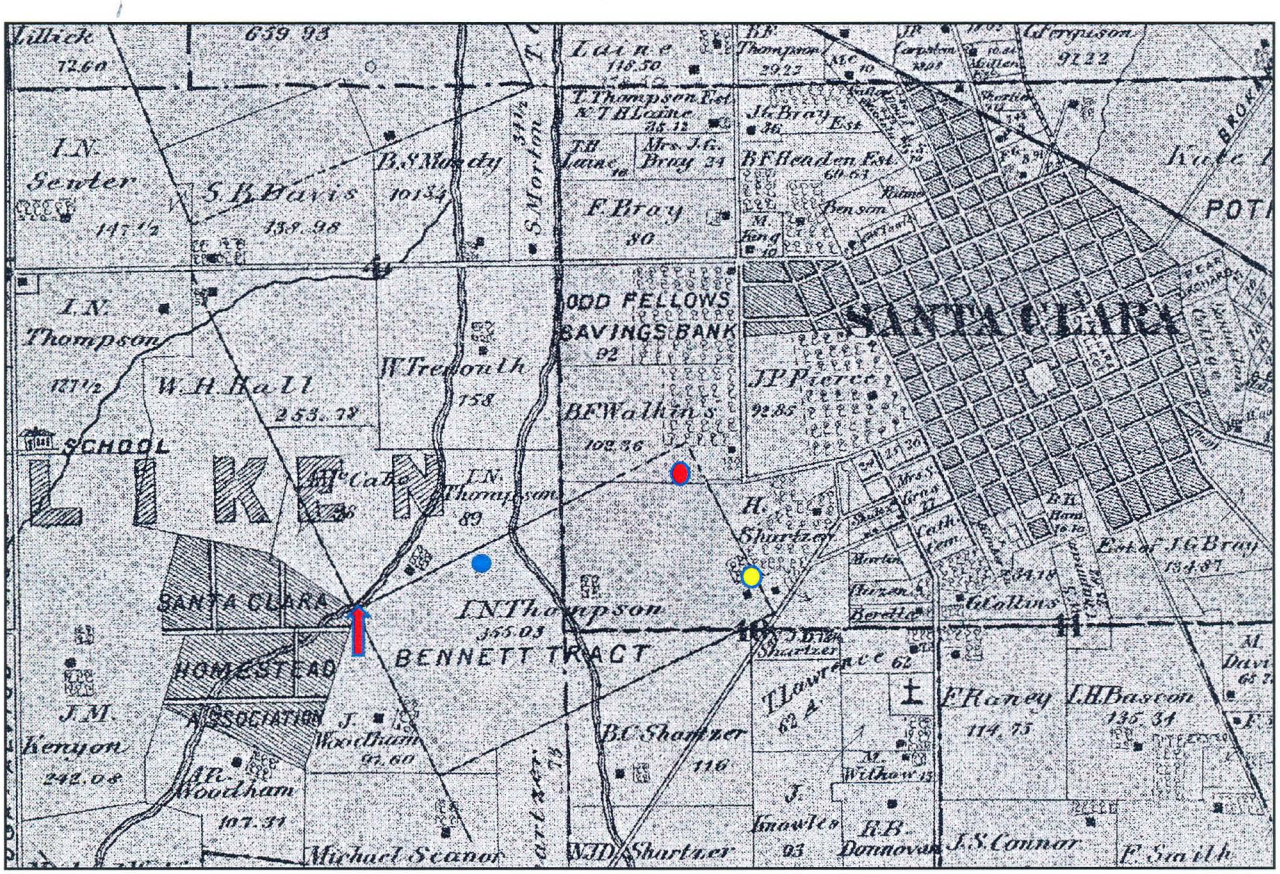


1862 San Francisco and San Jose Railroad Survey

Outlined in red is the Bennett Tract 1, showing its relationship to the neighboring properties and their owners.

Marks the location of some of the already developed orchards located in the surrounding area in 1862.

HISTORIC MAPS continued



1876 Thompson and West *Historical Atlas of Santa Clara County*

This map illustrates the relationship of The Bennett Tract, on which the subject property is located, to the Town of Santa Clara and shows that at that time, the entire 355.05-acre Tract was owned by I.N. Thompson. Shown flowing from the top to the bottom, San Tomas Creek bisects the middle of the Bennet Tract. Note: The Bennett Tract was outside of the Town limits when this map was made and there was no road running through it.

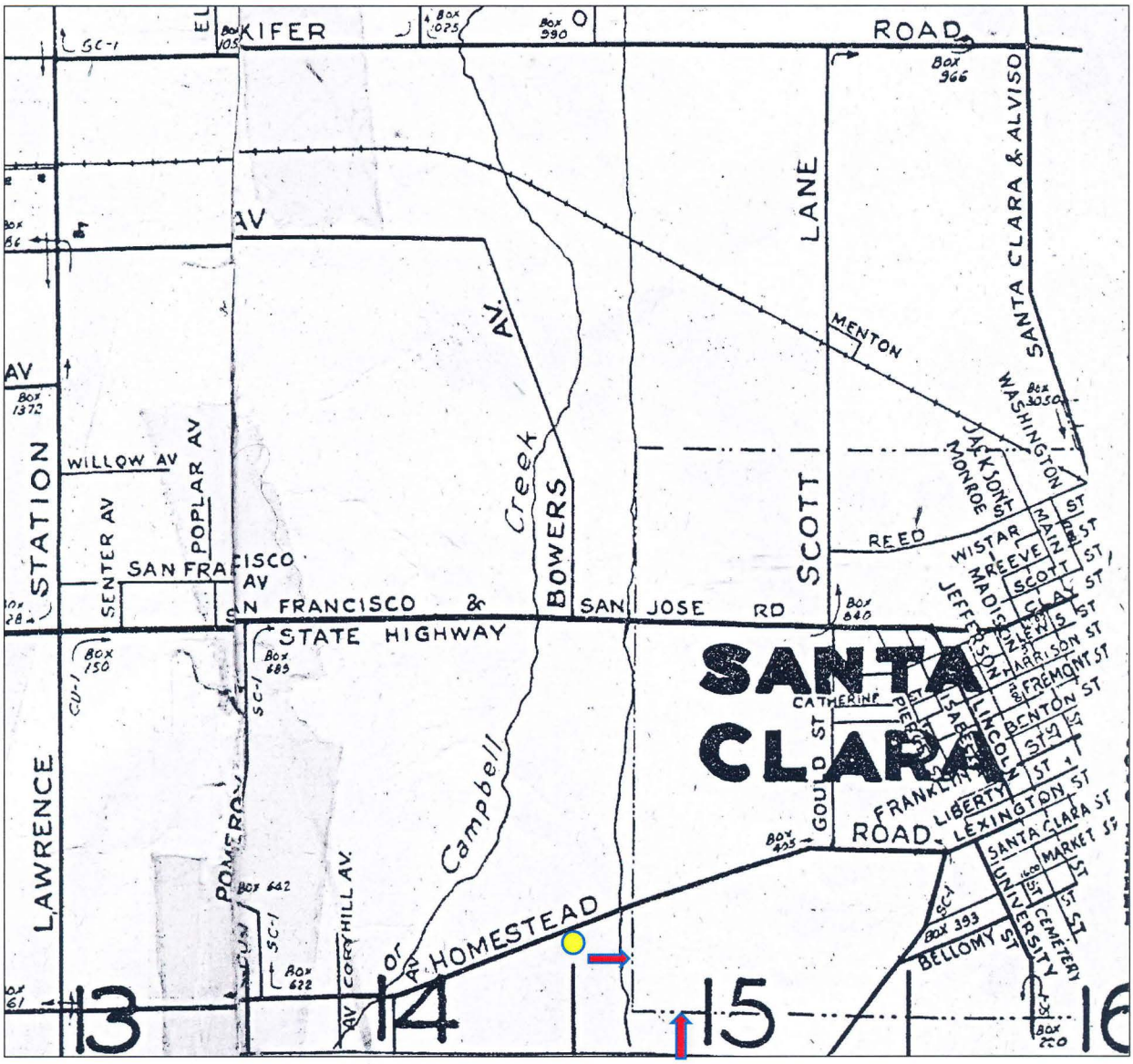
Indicates Campbell Creek (today called Saratoga Creek).

Marks the location of the B. F. Watkins 12-acre portion of Bennett Tract in 1876.

Marks the location of a section of Hiram Shartzer's orchard located in the Bennett Tract in 1876.

Marks the area of the Bennett Tract, in which 2566 Homestead Road is located today.

HISTORIC MAPS continued



Thomas Bros. Map circa 1930s

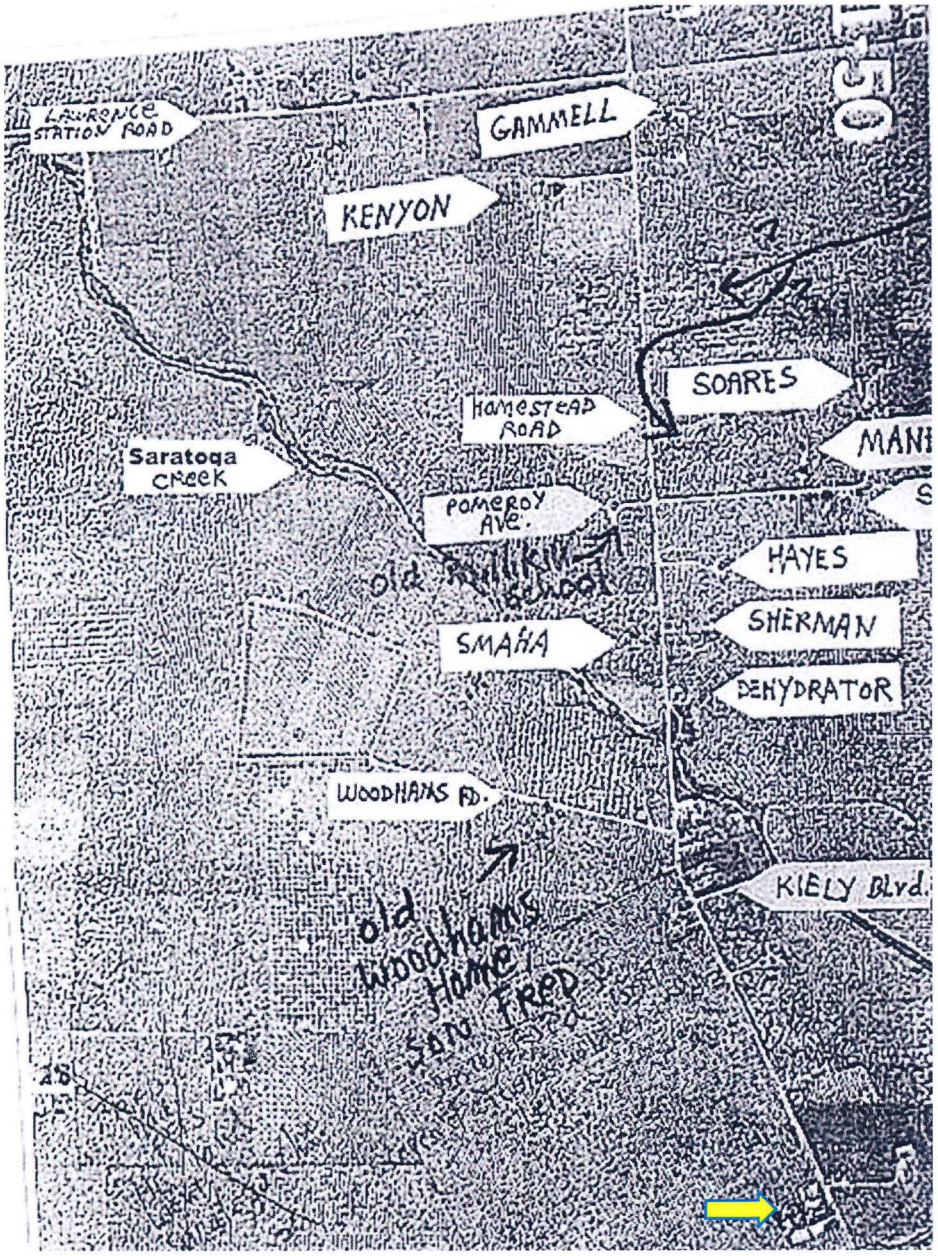
This map illustrates the connection of Homestead Road to Lexington Street in Santa Clara. Note: Gould Street is today's Scott Boulevard, the San Francisco & San Jose Road is the El Camino Real and Lawrence Station Road is now Lawrence Expressway. Shown flowing from the top to the bottom, San Tomas Creek bisects the map. As shown by the dotted-dashed line at this time, the City Limits ended on the east side of San Tomas.

Indicates The Santa Clara City Limits.

Indicates the area in which 2566 Homestead Road is located.

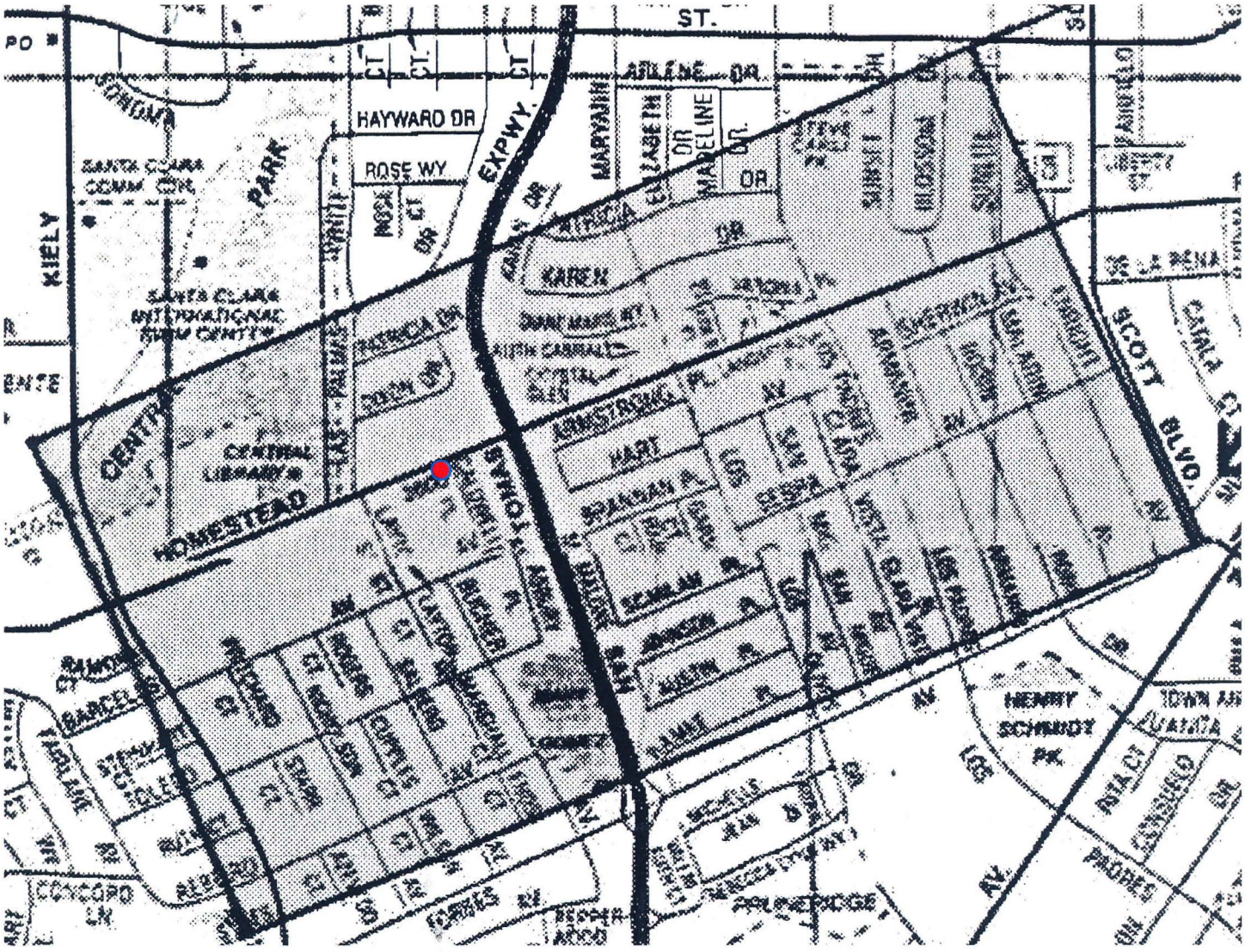
HISTORIC MAPS continued

Aerial Map circa 1940s



Indicates CALDWELL/RUMBOLZ Farmstead

HISTORIC MAPS continued



2014 City of Santa Clara Map with the Bennett Tract 1

This map of the Bennett Tract 1, shown shaded in gray and overlaid on a current map of the City of Santa Clara, illustrates the size of the acreage encompassed by this land grant and its relationship to the area as it exists today.

Indicates 2566 Homestead Road.

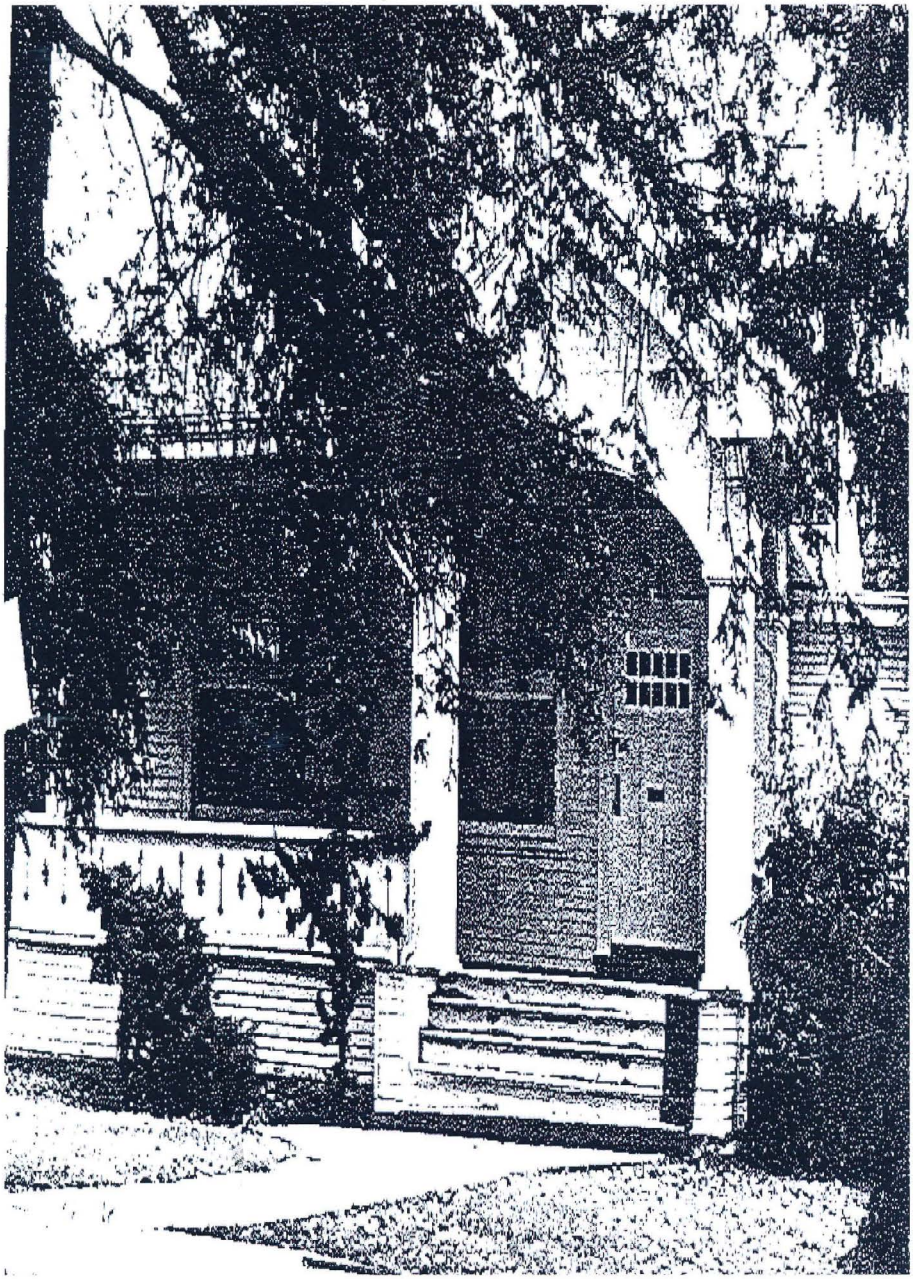
HISTORIC PHOTOS - 2566 Homestead Road



Circa 1950 aerial photograph of a portion of the Rumbolz property

The photo shows the farm buildings on the site. The subject farm house is the two-story residence between the tankhouse and the street and shaded by the large trees. Other farm buildings, shown left to right, include the large packing house and barn. The Farm complex is surrounded by an orchard of prune trees located behind and to the right, and Harry Rumbolz's Homestead Nursery to the left. Shown crossing diagonally from bottom left to middle right of the photo, Homestead Road runs in front of the property. The car shown on the road is heading west, away from the Town of Santa Clara.

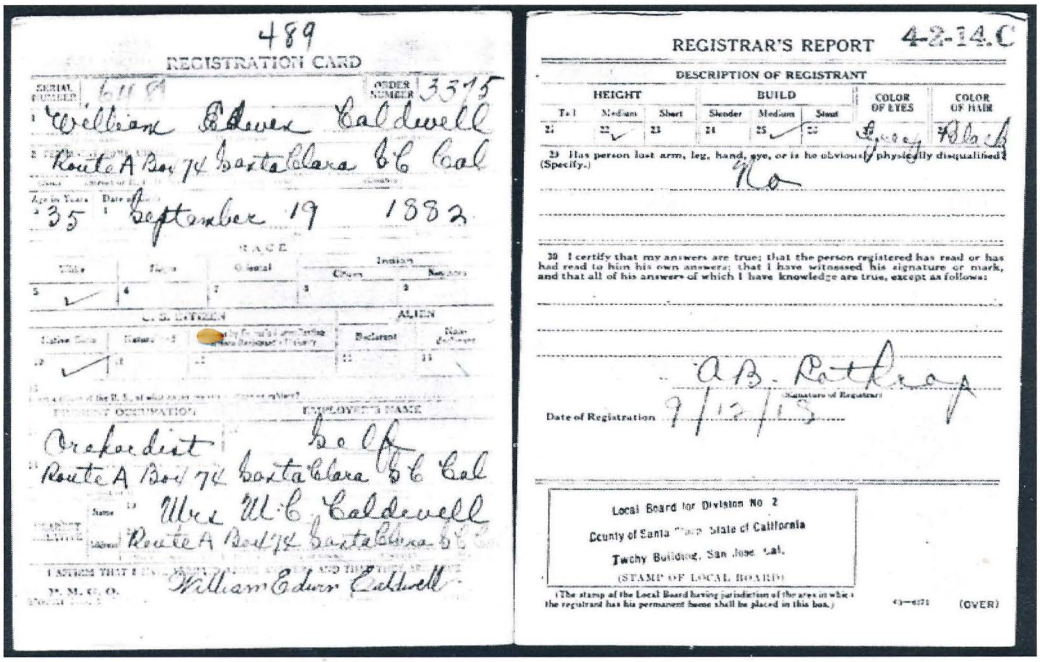
HISTORIC PHOTOS - 2566 Homestead Road (continued)



April 1979 Photo

This 1979 photo shows the front entry steps, porch, main entry door and front windows as they originally appeared, prior to the post-1987 alterations.

HISTORIC PHOTOS & DOCUMENTS - Owners



489
REGISTRATION CARD
SERIAL NUMBER 611 8 ORDER NUMBER 3515
1 William Edwin Caldwell
2 Route A Box 74 Santa Clara Co Cal
3 35 September 19 1882
4 RACE
5 ✓
6 CITIZEN
7 ✓
8 ALIEN
9 Declarant
10 ✓
11
12 OCCUPATION
13 EMPLOYER'S NAME
14 Orchardist Self
15 Route A Box 74 Santa Clara Co Cal
16 Mrs M C Caldwell
17 Route A Box 74 Santa Clara Co
18 I AFFIRM THAT I HAVE READ THE ABOVE AND THAT THE INFORMATION GIVEN BY ME IS TRUE TO THE BEST OF MY KNOWLEDGE.
P. M. C. O. William Edwin Caldwell

REGISTRAR'S REPORT 42-14.C
DESCRIPTION OF REGISTRANT
HEIGHT: Tall 21, Medium 22 ✓, Short 23 | BUILD: Slender 24, Medium 25 ✓, Stout 26 | COLOR OF EYES: Gray | COLOR OF HAIR: Black
29 Has person lost arm, leg, hand, eye, or is he obviously physically disqualified? (Specify.) No
30 I certify that my answers are true; that the person registered has read or has had read to him his own answers; that I have witnessed his signature or mark, and that all of his answers of which I have knowledge are true, except as follows:
A B. Rathbun
Signature of Registrar
Date of Registration 9/12/18
Local Board for Division No 2
County of Santa Clara State of California
Twohy Building, San Jose, Cal.
(STAMP OF LOCAL BOARD)
(The stamp of the Local Board having jurisdiction of the area in which the registrant has his permanent home shall be placed in this box.)
(OVER)

William Edwin Caldwell
World War I Draft Registration Card

This Draft Registration card, dated September 12, 1918, not only verifies that at that time William Caldwell was living in his house on Homestead Road (there were no house numbers so Route A Box 74 was its address) and that his mother lived with him but also that he worked as an orchardist on his own farm and was of medium height with gray eyes and black hair.

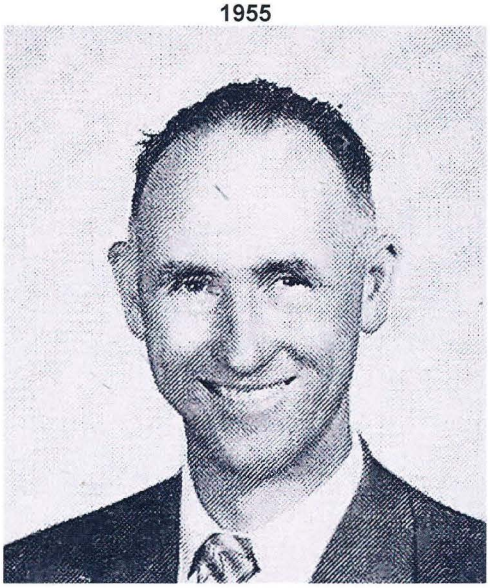
HISTORIC PHOTOS & DOCUMENTS - Owners

Harry H. Rumbolz – Santa Clara High School Yearbook Photos



1945

1955



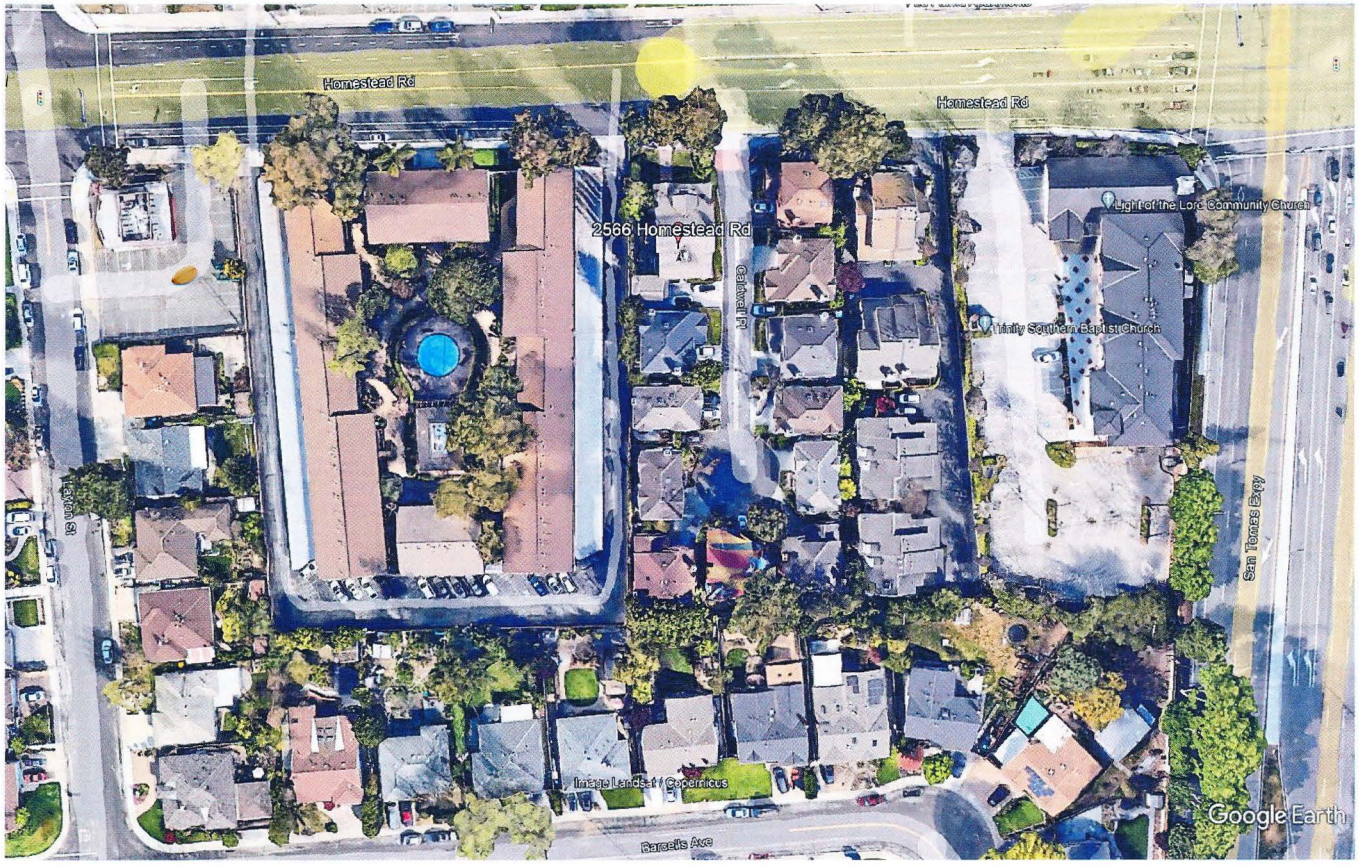


1959

An article about Harry Rumbolz once stated, "As a dedicated English teacher, Harry Herman Rumbold would have explained the phrase "still waters run deep" to his Santa Clara High School English students as a bromide about a quiet person." And as these photos show not only was he a "quiet person," he always had a kindly smile.

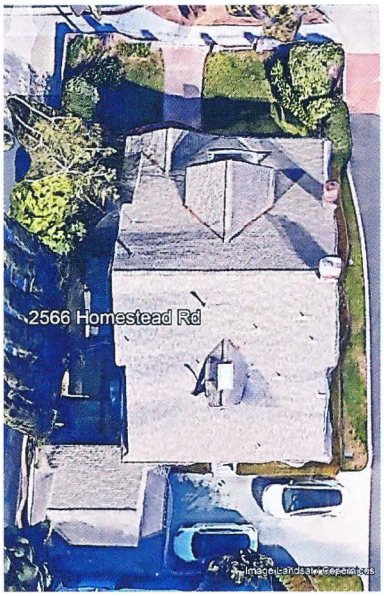
These photos from the Faculty Section of the Santa Clara Union High School Yearbook span 15 years of Harry Rumbolz's teaching at Santa Clara High. The classes he taught during that period are listed in 1945 as English, Business Arithmetic and Orientation but for the following years it appears that he only taught English.

Additional Photos



The above 2023 Google aerial photo shows the current location of 2566 Homestead Road in the block between San Tomas Expressway, Homestead Road, Layton Street and Barcells Avenue. When the house was constructed, this area was all rural orchard land.

In the aerial photo of 2655 Homestead Road seen to the left, the classic roof form of the Colonial Revival architectural style's side-gabled roof subtype is clearly exhibited. Note the front-gabled garage that was later attached to the SW corner of residence's rear façade.



Additional Photos



Photo No: 100_3151
View: Front Façade and partial West side-elevation
Photo Date: May 2023
Camera Facing: Southeast



Photo No: 100_3119
View: East side-elevation
Photo Date: May 2023
Camera Facing: West



Photo No: 100_3116
View: East side-elevation and rear façade
Photo Date: May 2023
Camera Facing: Northwest



Photo No: 100_3112
View: Rear Façade
Photo Date: May 2015
Camera Facing: NNW

Additional Photos – Garage and Dormers



Photo No: 100_3114
View: Garage and driveway
Photo Date: May 2023
Camera Facing: West



Photo No: 100_3148
View: Front-facing Dormer. Notice the dentil molding at the dormer's boxed roof-wall junction.
Photo Date: May 2023
Camera Facing: West

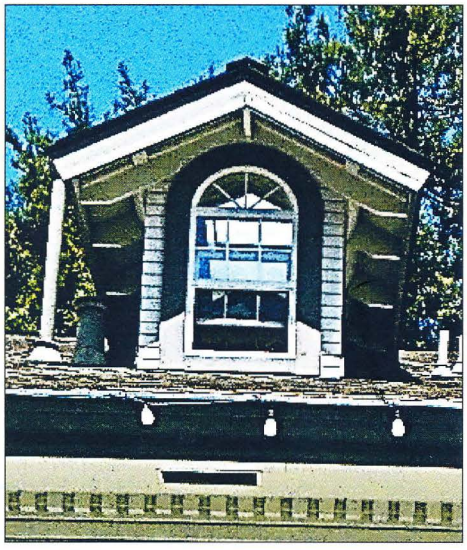


Photo No: 100_3113
View: Rear Dormer
Photo Date: May 2023
Camera Facing: North

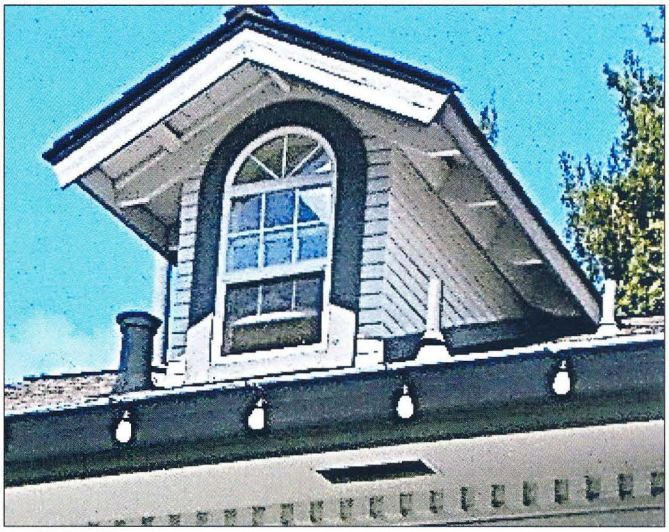


Photo No: 100_3110
View: Rear Dormer
Photo Date: May 2015
Camera Facing: NNW

Additional Photos – Front Entry & Porch



Photo No: 100_3060
View: Gabled Front Entry, front steps with stoops and front door.
Photo Date: May 2023
Camera Facing: South

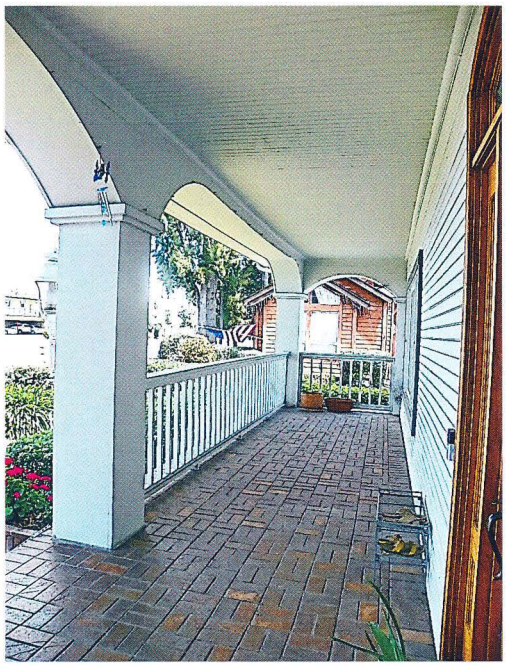


Photo No: 100_3166; View: Front porch looking east from doorway.
Photo Date: May 2023



Photo No: 100_3167; View: Front porch looking W from front window.
Photo Date: May 2023

Additional Photos – Details: Front porch and entry steps/stoops



Photo No: 100_3169; View: Porch junction with house.
Photo Date: May 2023; Camera Facing: Southwest



Photo No: 100_3170; View: NW corner between porch front and side.
Photo Date: May 2023; Camera Facing: West



Photo No: 100_3180; View: East brick stoop & front steps.
Photo Date: May 2023; Camera Facing: Southeast



Photo No: 100_3182; View: West brick stoop showing connection with wood clapboard siding on porch's main body.
Photo Date: May 2015; Camera Facing: NNW

Additional Photos – Architectural Details



Photo No: 100_3133; View: East side-elevation showing decorative chimney with stepped side and arched recess. double-hung & casement windows with wide flat trim, dentil molding and scrolled brackets under the eaves.
Photo Date: May 2023; Camera Facing: West

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.

The Rumbolz Farmhouse
2566 Homestead Rd
Santa Clara, CA, 95051

Date: 05/31/2022

To,
City Council
City of Santa Clara

Subject: Request to apply for qualification under the Mills Act Historical Property Contract Program

Dear Members of the city council,
We, the undersigned, purchased "The Rumbolz Farmhouse" at 2566 Homestead Rd, Santa Clara, a house that holds historical significance in Santa Clara. This house was first built in the 1910s and we are delighted to be able to call this landmark Santa Clara residence our first home in California. As a history buffs, we took immense pride to own a piece of Santa Clara history and we are committed to preserve the house sothat it can preserve Santa Clara history for another 100 years.
The stately two-story Period Revival farmhouse – built around 1915 – is a living emblem of the past, with its craftsman-style hipped roof, dormers, and railed porches on each level. The house has been sitting quietly behind stately redwood trees for over 100 years. The house itself was listed in "Annual Santa Clara Historic home tour in 2014". We believe this house is unique in the neighborhood and we would like to apply for qualification under the Mills Act Historical Property Contract Program to maintain the historical significance and character of the house. We intend to use the funds made available to us from the deduction in property taxes toward maintaining and preserving the distinctive character of the house.

Thank you.
Sincerely,
Thulasi Ram Peddineni & Anusha Naidu Bojja Venkata
Phone: 2067085607

The Description of the Historic Property
Preservation and Restoration Efforts
Exhibit "C"

S.No.	Year	Project	Estimated Cost
1.	2024	Fumigation of the home to ensure pests are causing damage to the house.	$2400
2	2024	Clean and upgrade insulation to the crawl space. Add a fan to remove trapped air periodically	$5000
3	2024-2025	There is rot at several places in the master bathroom and second bathroom because of water stagnation due to sloppy flooring. Fix the bathroom flooring and update the wash basins to batch the flooring style.	$30,000
4	2025	Replace front door that has become hard to use. Match with the existing style and use the similar high-quality wood.	$8,000
7	2025	Inspection and regular maintenance including pest inspection and pest treatment as necessary.	$3,500
	2025	Because of the unavoidable effects of climate change, nowadays more attention is being given to energy, its production, and its consumption. We plan to replace the already outdated equipment currently in the house with new, more efficient equipment: • Replace the existing air-conditioner for second level in the house (existing one is atleast 15 years old). Also, install HVAC to the downstairs. This requires us to update entire HVAC to avoid damage to crawlspace. • New tankless water heaters (current ones are ~12 years old). Tankless water heaters reduce the chances of fires within the house thus ensuring that there is no damage to house.	$25,000
5	2025	Exterior Painting and Interior Maintenance - Upgrade electrical wiring throughout the house (bedrooms, living room, foyer). Upgrade furnace and upgrade ventilation system.- as necessary	$15,000
7.	2026	Increase slopeness of sideyard. Today rainwater from gutter slows to the side of the house and will form a small pond on side of the house during rainy season. This can lead to water entering into to the basement as well as foundation. We will move the drainpipe to a different place as well as add extra layer of soil and concrete sothat it doesn't form the pond. Improve rainwater management around the perimeter of the house: The existing grade (soil) around the house is inadequately sloped (towards the house) which can lead to foundation settlement and compromise the structural integrity of the historic residence. The grade	$20,000

		also contacts the historic wood siding /framing which can lead to rot and termite damage. Therefore, we propose to regrade around the perimeter of the residence as required by the building code, correct improperly sloped roof gutters.	
8	2026-2027	Epoxy repair of Historic Wood Doors and Windows This work to be done following the Secretary of the Interiors Standards for the Treatment of Historic Properties: a) repair dry rot on numerous doors and windows to avoid replacement where possible, b) add weatherstripping, add insulation, and perform other retrofit work to improve the energy efficiency of these historic character-defining features and materials	$15,000
9	2027	Inspection and regular maintenance including pest inspection and pest treatment as necessary.	$3,500
10	2028	Exterior Painting and Interior Maintenance – change the interior staircase that got loose over time. Will replace the staircase keeping the style as it is - as necessary	$10,000
11	2029	Inspection and regular maintenance including pest inspectionand pest treatment as necessary.	$3,500
12	2030	Exterior Painting and Wood work maintenance -Termite Treatment in both house and garage, repair decayed wood at base of siding and other miscellaneous places, repair of dry rot anywhere it has appeared on the exterior wood, in preparation for repainting of the entire structure as necessary. Match the original wood work to ensure that style is preserved.	$25,000
14	2031-2032	Replace composition Cool roof (Will be ~30 years by that time).	$60,000
15	2033	Inspection and regular maintenance including pest inspection and pest treatment as necessary.	$3,500

Regular maintenance (~10K/year) includes but is not limited to following:

1. Maintain front garden and its upkeep. Costs $1600/year in HOA.

2. Maintenance of plumbing issues, taps, electric wiring, leaks.

3. Regular maintenance covering accidental damage

4. Regular maintenance to adhere to the latest city codes whenever possible and permitted.

5. Inspection includes regular inspection and focused inspection depending on the condition of the home.

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 _____, 2023, ("Effective Date"), by Thulasiram Peddineni and Anusha Naidu Bojja Venkata, owners of certain real property located at 2566 Homestead Road, Santa Clara, CA 95051 ("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 2023 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 294-55-001, and generally located at the street address 1053 Lexington 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 31, 2023. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

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

B. **Agreement**.

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

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

(2) Renewal.

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

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

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

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

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

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

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

(4) Provision for Information.

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

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

(5) Cancellation.

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

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

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

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

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

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

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

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

(6) No Waiver of Breach.

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

(7) Mediation.

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

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

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

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

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

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

(8) Binding Effect of Agreement.

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

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

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

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the CITY, public (which includes, but is not limited to the benefit to the public street generally located at 2566 Homestead Road), and OWNERS.

(9) Notice.

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

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

OWNERS: Thulasiram Peddineni
2566 Homestead Road
Santa Clara, CA 95051

Anusha Naidu Bojja Venkata
2566 Homestead Road
Santa Clara, CA 95051

(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 8,078.70 (eight thousand, seventy-eight dollars and seventy cents), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

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

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

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

(20) Conservation Easements.

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

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

(c) It shall be the duty of the Director of Planning and Building Inspection to enforce this section.

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____
GLEN R. GOOGINS
City Attorney

_____
JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408)-241-6771

"CITY"

Thulasiram Peddineni and Anusha Naidu Bojja Venkata,
Owners of 2566 Homestead Road

By: _____
Thulasiram Peddineni
2566 Homestead Road
Santa Clara, CA 95051

By:_____
Anusha Naidu Bojja Venkata
2566 Homestead Road
Santa Clara, CA 95051

"OWNERS"

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

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