25-985 **Agenda Date: 10/2/2025**

REPORT TO HISTORICAL AND LANDMARKS COMMISSION

SUBJECT

Public Hearing: Consideration of a Historical Preservation Agreement (Mills Act Contract) (File No. PLN25-00350) for 1458 Lexington Street

BACKGROUND

On behalf of property owners Cameron Carty and Rachel Law, Robert Mayer filed a Historical Preservation Agreement (Mills Act Contract) (File No. PLN25-00350) request for the property located at 1458 Lexington Street. Enacted in 1972, the California Mills Act legislation grants participating local governments the authority to enter into contracts with owners of qualified historic properties who actively participate in the restoration and maintenance of their historic properties while receiving property tax relief. Santa Clara participates in the Mills Act Program. A requirement of the Mills Act Contract is that the building must be a qualified structure, listed on either a local, State, or National register. The subject site is currently listed on the City's Historic Resource Inventory (HRI).

The subject property is an approximate 7,500 square-foot lot located on the south side of Lexington Street. Constructed in 1899, the existing residence on the property is designed in the Pioneer architectural style. The house is set back from the street, featuring a lawn, ornamental shrubs, and a concrete walkway leading to the entrance porch. Its pioneer style reflects Santa Clara's early architectural era.

The property owners submitted the requisite application, including an updated historic survey (Department of Parks and Recreation DPR 523A Form) of the property (Attachment 2), a Statement of Justification for the request (Attachment 4), and a 10-Year Restoration and Maintenance Plan outlining the proposed workplan to restore, rehabilitate, and maintain the property (Attachment 5).

The Historical and Landmarks Commission (HLC) provides Mills Act Contract recommendations to the City Council for their final determination. Approved contracts are executed between the City and the property owner and recorded with the County for a minimum ten-year term. Contracts are automatically renewed each year and are transferred to new owners when the property is sold.

If approved, this would be the third Mills Act Contract for this calendar year, where 10 are permitted.

DISCUSSION

In August 2025, William Kostura of Kostura Architectural History prepared a DPR 523A Form assessing the property's historical significance under National, State, and local criteria. The evaluator found that the structure at 1458 Lexington Street is well maintained and that the design elements that comprise the architectural integrity of the structure have not been diminished. The evaluator concluded that the property continues to retain enough of its historic character and appearance to be recognizable as a historic resource on the City's HRI.

The property owners submitted a Statement of Justification and a 10-Year Restoration and Maintenance Plan. The plan includes plumbing and electrical upgrades, improved drainage near the foundation, seismic reinforcement, exterior painting, replacement of aluminum windows with wood-framed versions, restoration or repair of historic wood window sashes, and interior door and trim upgrades. The owners acknowledge that some work may overlap to support the overall improvement plan. All work will be evaluated through Significant Property Alteration permits, 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 (Attachment 3). The proposed improvements, and the owner's statement of justification, support the preservation, protection, and maintenance of a locally designated significant structure.

ENVIRONMENTAL REVIEW

A Mills Act Contract is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15331 of the CEQA Guidelines (Class 31 - Historical Resource Restoration / Rehabilitation). This exemption consists of projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation, or reconstruction of historical resources in a manner consistent with the Secretary of the Interior Standards. Entering into the contract will result in the restoration and rehabilitation of the 1899 structure consistent with the Secretary of the Interior Standards.

PUBLIC CONTACT

No public notice is required for a Mills Act Contract and no public inquiries have been made regarding the project.

RECOMMENDATION

Staff recommends that the Historical and Landmarks Commission determine the project to be exempt from CEQA pursuant to CEQA Section 15331 of the CEQA Guidelines (Class 31 - Historical Resource Restoration / Rehabilitation) and find that the Mills Act Application and associated 10-Year Plan for restoration and maintenance accomplishes the intent of preserving and maintaining the historical significance of the property; and therefore, recommends City 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 1458 Lexington Street.

Prepared by: Summer Foss, Assistant 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)

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CHICAGO TITLE COMPANY

ISSUING OFFICE: 675 North First Street, Suite 400, San Jose, CA 95112

FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company
16795 Lark Ave., Suite 100 • Los Gatos, CA 95032
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PRELIMINARY REPORT

Title Officer: Kevin Foley
Email: Kevin.Foley@titlegroup.fntg.com
Title No.: FWPS-3021241131-KF

Escrow Officer: Michelle Santiago
Email: michelle.santiago@ctt.com
Escrow No.: FWPS-3021241131 -MS

TO: ARON Homes, LLC, a California limited liability company
1458 Lexington Street
Santa Clara, CA 95050
Attn:

PROPERTY ADDRESS(ES): 1458 Lexington Street, Santa Clara, CA

EFFECTIVE DATE: December 2, 2024 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

ALTA Homeowner's Policy of Title Insurance 2021

ALTA Loan Policy 2021 Extended

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

   A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   Aron Homes LLC, a California Limited Liability Company

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 269-26-045

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 3 AS SHOWN ON THE MAP ENTITLED, "SPEAR ESTATE SUBDIVISION OF BLOCK 3 SOUTH RANGE FIVE WEST IN THE TOWN OF SANTA CLARA, STATE OF CALIFORNIA", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON APRIL 26, 1898 IN BOOK F1 OF MAPS, AT PAGE 19.

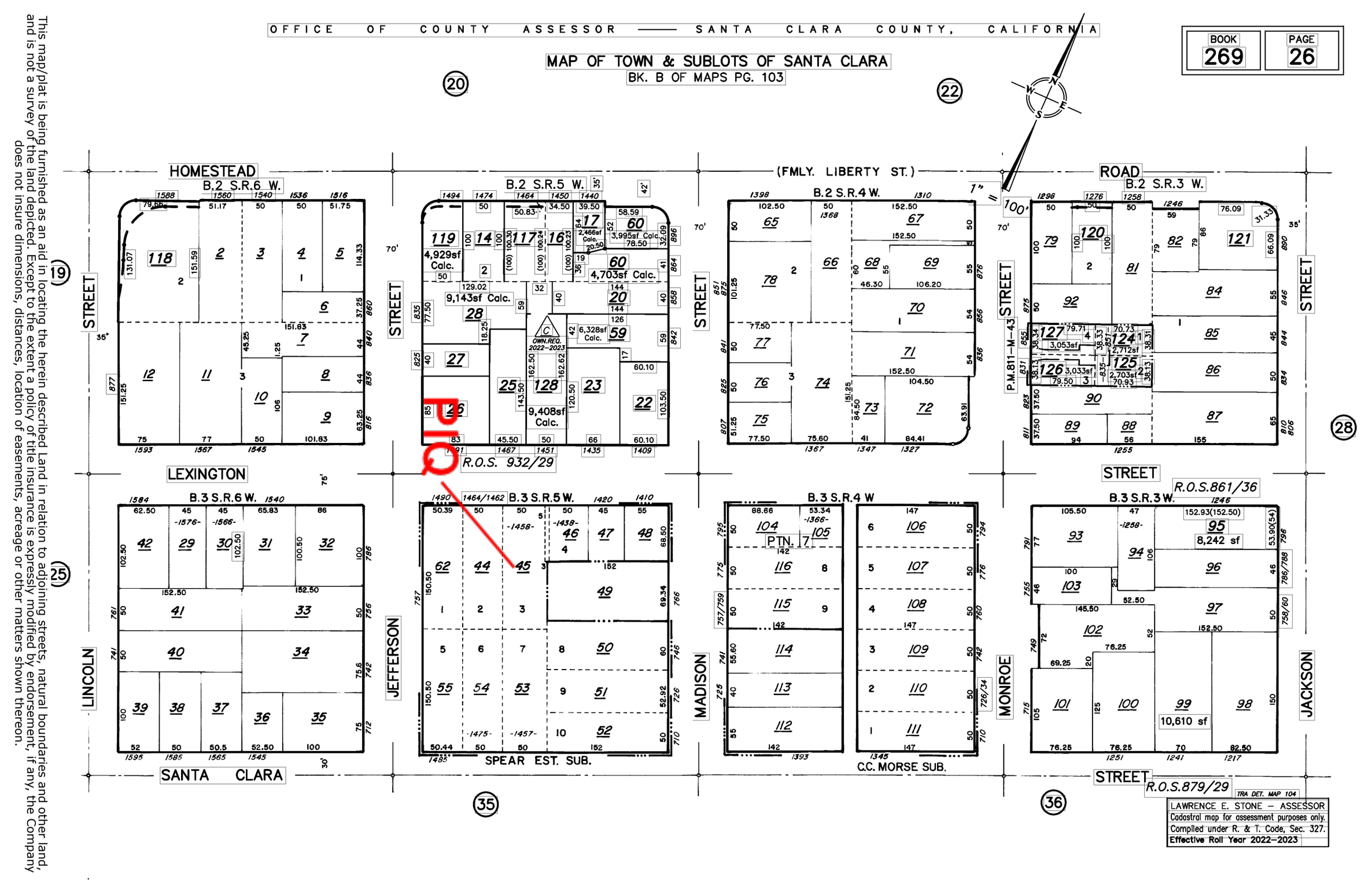
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries, and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

BOOK 269 PAGE 26

MAP OF TOWN & SUBLOTS OF SANTA CLARA

BK. B OF MAPS PG. 103



TRA DET. MAP 104

LAWRENCE E. STONE – ASSESSOR
Cadastral map for assessment purposes only.
Compiled under R. & T. Code, Sec. 327.
Effective Roll Year 2022–2023

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 _____

 *Resource Name or #: (Assigned by recorder) George and Emma Green house

P1. Other Identifier: _____
P2. Location: ☐ Not for Publication ■ Unrestricted *a: County Santa Clara
and (P2c,P2e, and P2b or P2d. Attach Location Map as necessary.)
*b. USGS 7.5' Quad _____ Date _____ T ___; R ___; ____¼ of ____¼ of Sec ____; _____B.M.
c. Address 1458 Lexington Street City Santa Clara Zip 95050
d. UTM: (Give more than one for large and/or linear resources) Zone _____; _____mE/ _____ mN
*e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)

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

Summary

This house was built in about 1899 by Asahel L. Adams, a building contractor who worked in Santa Clara and San Jose and who lived across the street. At an unknown date — most likely the 1950s or afterward — the original front porch was filled in or was replaced to create an enlarged living room, and a new front porch was added. There have been two other changes that are visible from the street. The front door is a replacement from recent decades, and a second story window has replacement aluminum sash. Aside from these three changes, the front, the east, and west sides of the house appear to be in their original condition.

(*See Continuation Sheet, page 2*.)



*P3b Resource Attributes: (List attributes and codes) _____
*P4. Resources Present: ■ Building
☐ Structure ☐ Object ☐ Site ☐ District
☐ Element of District ☐ Other (isolates, etc.)

P5b. Description of Photo:
(View, date, accession #)
View looking south, July 2025

*P6. Date Constructed/Age and Source: ■ Historic
☐ Prehistoric ☐ Both
1899

*P7. Owner and Address:
Rachel Law, Cameron Carty
1458 Lexington Street
Santa Clara, CA 95050

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

*P9. Date Recorded:
July-August 2025

*P10. Survey Type: (Describe)
intensive

P11. Report Citation*: (Cite survey report and other sources, or enter "none".) This report supplants an earlier evaluation: Erickson/Giudici/Zavlaris, "Historic Resources Inventory, 1458 Lexington Street" (1980), prepared for the City of Santa Clara.

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

Summary (continued)

Regarding the owners and occupants of the house, one couple, George and Emma Green, was notable. George Green worked as an engineer for Santa Clara's municipal water system for thirty years, and his wife Emma hosted two social groups in the house on numerous occasions over twenty years. Please see the History section below for further details.

This house appears to be eligible for the California Register under Criterion 1, either individually, or as a contributor to a potential thematic district, for its ability to evoke Old Quad's 19th century and early 20th century historic character.

This house is listed on the City of Santa Clara's Historic Preservation and Resource Inventory as an example of the Pioneer style. The house also appears to possess historic significance under five City of Santa Clara criteria. Please see the Evaluation section below for details.

Description

Setting and Landscaping

This house occupies a lot fifty feet in width by 150 feet in depth, on the south side of Lexington Street, between Jefferson and Madison streets. The general neighborhood is Santa Clara's Old Quad, the oldest part of the city. Like most houses in the Old Quad, the house is set back from the street a sufficient distance to allow for a front yard. This yard is bounded by a white picket fence, which encloses a lawn and some shrubs that are planted close to the house. The yard is bisected by a cement walkway that leads to the entrance porch. The back yard is very large, is bounded by a tall wooden fence, and has one conspicuous planting, a mature mulberry tree.

The house

The house is two stories in height, is wood-framed in construction, and is clad in horizontal v-groove siding. It is L-shaped in plan, with the larger wing at right and a smaller wing recessed at left. Both wings are gabled, resulting in a cross-gabled roof. Specifically, the roof of the larger wing has gables facing the street and the back yard, while the roof of the smaller recessed wing has a gable facing east. The eaves are boxed, and project beyond the wall plane by about a foot on all sides.

Continued on next page.

Description (continued)

Originally, an open front porch filled the angle between the two wings. At an unknown date — estimated, based on the materials, to be the 1950s later — the porch was filled in or was replaced to enlarge the living room, and a new front porch was added to the front of this addition. The living room addition is one story in height, with a low-pitched hipped roof that rises to partially obscure the apron of a second story window. The addition is also clad in v-groove siding that almost exactly matches the siding in the older part of the house. Because the addition is only one story high, the recessed wing behind it remains visible, preserving the original L-shape of the house. (Note: The 1950 and 1961 Sanborn maps continue to show the porch as open, instead of enclosed.)

A larger addition was made, also at an unknown date, to the rear of the house. This addition partially, but not entirely, obscures the rear gable of the original house.

Not counting the rear addition, the dimensions of the house are roughly thirty feet in width by twenty-two feet in depth. The rear addition adds roughly another nine feet to the depth of the house. Please see a diagram, below, that shows these dimensions.

At the front porch, two concrete steps lead up to a concrete landing. Three square wooden posts without chamfered corners — two of them paired at left, one solo at right — support a wooden shed roof with a flat wooden soffit. These posts measure 3.5” by 3.5” and thus are “nominal” 4x4s, instead of actual, or “dimensional,” 4x4s. These measurements, and the lack of chamfered corners, are suggestive of a 1950s or later construction date for the porch. The porch railings on either side are each supported by squared wooden balusters. All of the railings and balusters are incised with shallow grooves, and it seems possible, in fact likely, that these elements were retained from the earlier porch and re-used here. The front door is a modern replacement, and is surrounded by plain board trim.

Fenestration is fairly consistent in all of the original parts of the house. Windows are mostly single, though one is paired, in all cases with thin shelf moldings across the top and sills with aprons across the bottom. Most sash is double-hung, with ogee lugs (sometimes called dog ears or lambs’ tongues) at the middle rails. A census of the windows in the original part of the house is given here:

* At the front of the larger wing, in the first story, windows are paired.

* In the second story window above, paired wooden sash have been replaced by aluminum sash. The owners have stated their intention to restore this window with salvaged double-hung sash.

* In the front of the smaller, recessed wing, in the second story (over the front addition), the single window is fixed or a casement, without double-hung sash.

Continued on next page.

Description (continued)

* On the east side of the smaller, recessed wing, the windows (one centered in each story) are identical, save that the lower sash lacks ogee lugs.

* One the west side of the house, the window in the first story has double-hung sash, with ogee lugs.

* On the same side, in the second story, the window has two-over-two sash, without ogee lugs.

In the front addition that replaced the original porch, there are two windows. That in front is a large fixed window divided by muntins into twelve lights. This window has a sill and apron, but no shelf molding across the top. On the east side of the addition is a single window with a shelf molding, a sill with apron, and double-hung sash with ogee lugs. This window is identical to others in the original part of the house. It therefore seems likely that it was part of the original house, and was removed and re-used when the living room addition was built.

The rear addition to the house has a disparate variety of windows. Most conspicuous is a band of windows with aluminum sash across the top. In the first story, paired windows with aluminum sash can be found adjacent to the back door. To the right of this pair is a small single window with double-hung wooden sash, a sill, and an apron. The rear entrance in this addition has a new door that is reached by three concrete steps. Its wooden awning has lost its top boards, but the side boards with notched bottoms are still in place. However faintly, these notched boards suggest a construction date of the 1940s or 1950s for this rear addition.

Regarding style:

This house very closely resembles several examples of the National style of domestic architecture illustrated in Virginia Savage McAlester, *A Field Guide to American Houses* (New York: Alfred A. Knopf, second edition, 2013). Specifically, it is similar in its massing, proportions, and fenestration to the Gable-Front-and-Wing Family of the National style, as described on pages 138-140 of this book. The defining elements of this house type are a narrow front-gabled wing with a recessed side-gabled wing set at right angles to the front wing. Eaves are usually extended, without brackets, and windows have double-hung sash set in plain board trim. Ornament is minimalist or (usually) lacking. Most examples are two stories in height. Typically, a shed-roofed porch fills the angle between the wings. The examples shown in McAlester that most closely resemble the subject house were built during the late 1890s-ca. 1910. The subject house possesses all of these characteristics, save that its shed-roofed porch has been filled in to become a room; and its construction date falls within this range.

BUILDING, STRUCTURE, AND OBJECT RECORD

***NRHP Status Code** 3CS, 5S1

***Resource Name or #** (Assigned by recorder) 1458 Lexington Street

B1. Historic Name: George and Emma Green house
B2. Common Name:
B3. Original Use: residence B4. Present Use: residence
***B5. Architectural Style:** National — Gable-Front-and-Wing Family
***B6. Construction History:** (Construction date, alterations, and date of alterations)
Built in 1899 or 1899-1900. Front and rear additions built at unknown dates (probably in the 1950s or later).

***B7. Moved?** ■ **No** ☐ **Yes** ☐ **Unknown** **Date:** _____ **Original Location:** _____
***B8. Related Features:**
none

B9a. Architect: unknown b. Builder: Asahel L. Adams
***B10. Significance: Theme** early Santa Clara history **Area** City of Santa Clara
Period of Significance 1899-1910s **Property Type** residence **Applicable Criteria** 1
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

History

Old Quad history

The Old Quad covers the quadrangle shown in an 1866 survey by J.J. Bowen. It encompasses the area bordered by Scott Boulevard to the west, Newhall Street to the south and east, and the railroad tracks to the north and east. This area includes Santa Clara University, which was once the site of Mission Santa Clara. Generally speaking, the Old Quad is the oldest part of Santa Clara. The overwhelming majority of the city's historic buildings are located here.

Continued on next page.

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

***B12. References:**

See Continuation Sheets.

B13. Remarks:

***B14. Evaluator:** William Kostura
Date of Evaluation: July-August 2025

(Sketch map with north arrow required)

(This space reserved for official comments.)

History (continued)

Major factors in Santa Clara's growth and economy include:

1777. Founding of Mission Santa Clara de Asis by the Franciscan order of Spain. This mission was secularized by Mexico in 1833 but the mission chapel continued to function as a church afterward. It was enlarged and rebuilt several times over the next century.

1851-present. After the takeover of California by the United States, Jesuits acquired the mission and established Santa Clara College in 1851. It became known as the University of Santa Clara in 1912 and as Santa Clara University in 1985. The older buildings on this campus date to the period 1911-1930 and were designed by architects Will D. Shea, John J. Donovan, and Henry A. Minton. The chapel of 1928 was designed by Minton to replicate the old adobe mission building of ca. 1824.

1852. The City of Santa Clara incorporates.

1863. The railroad connecting San Francisco and San Jose reaches Santa Clara. The railroad depot still stands, now at 1005 Railroad Avenue.

1885-1990s. Agnew's State Hospital. The Victorian building of 1885 collapsed in the earthquake of 1906, with great loss of life. New buildings were built from 1908 through the 1910s to designs by the State Architect George C. Sellon. After the campus was sold to Sun Microsystems in the late 1990s, only the best four of the Agnew's buildings were retained, and the rest were demolished.

1890s-1950s. Santa Clara Tannery. This long-lasting business occupied many wooden buildings at the northeast corner of Lexington and Grant streets.

1890s-1960s. The Pacific Manufacturing Company was a huge business occupying many buildings in the block of Alviso, Bellomy, Grant, and Locust streets, plus warehouses and sprawling lumber yards in adjacent blocks. It made coffins, window sash, doors, blinds, cabinets, and windmills.

1910s-1960s. Fruit canning. There were several canneries in Santa Clara during these decades, and of these three were the largest and longest lasting: Rosenberg Brothers and Company; the Pratt-Low Preserving Company; and Libby, McNeill and Libby. Pratt-Low's complex included a huge one-story cannery building plus 25 seasonal workers' cabins in 1915, and by 1950 it had expanded to include over 100 workers' cabins. By 1950 Rosenberg Brothers had absorbed Libby, McNeill and Libby, and by 1961 Rosenberg Brothers had been taken over by the Mayfair Packing Company. Collectively, these canneries must have been the largest employers in the City of Santa Clara during most of the 20th century.

Continued on next page.

History (continued)

1960s-present. The semiconductor industry becomes important in Santa Clara.

1963. The city's old downtown is razed in order to receive funding from the federal government for urban renewal.

To the above list should be added Santa Clara's close proximity to the city of San Jose, where some Santa Clara residents worked.

The demolition of the city's old downtown was a major loss, and as far as is known none of the tannery, fruit canning, or Pacific Manufacturing buildings still stand. The built environment in Santa Clara is nevertheless able to represent, or evoke, most of the other important themes in Santa Clara's early history. An adobe house at 3260 The Alameda (now the Santa Clara Women's Club) is a ca. 1790s building that was part of the Spanish-era mission complex. The Berryessa adobe at 373 Jefferson Street (late 1840s) represents the Mexican or very early American period. Two properties evoke Santa Clara's early agricultural economy. The older is the James Lick flour mill complex, at 4101 Lick Mill Boulevard, at Mansion Park Drive. Its four buildings were built in 1857, the 1860s, and the 1880s and include a granary, a house, an office, and a hall. The Harris-Lass house at 1889 Market Street (1865) includes a farmhouse, a barn, a water tank, and farming implements. As mentioned above, four early twentieth century buildings survive at Agnew's State Hospital, and about eight buildings from 1911-1930 survive at Santa Clara University.

Most prolifically, the Old Quad area is filled with hundreds of 19th and early 20th century houses that retain good to high integrity. A few houses date to the 1850s, a moderate number date to each decade of the 1860s, 1870s, and 1880s, and very many date to the 1890s-1930s. While it is beyond the scope of this report to describe these houses in any detail, it can be said that they range from modest, vernacular working-class houses to large houses built for the well-to-do. Houses in the latter group are often elaborately decorated, but smaller houses, especially those built before the 1920s, often possess fine details as well.

<u>The house site</u>

The land this house stands on what was originally lot 3 of a small real estate tract called the Spear Estate Subdivision. This tract appears to have comprised ten lots in the block bounded by Lexington, Jefferson, Madison, and Santa Clara streets.

Continued on next page.

History (continued)

The builder, Asahel L. Adams

This house must have been built in 1899 or early 1900 by building contractor Asahel L. Adams. Adams purchased the lot from the estate of Eliza Spear in September 1898, and he retained ownership for less than three years, until June 1901. During that period, city directories of 1900 and 1901 list Robert Hooper, a boilermaker working in San Francisco, as living at this address, 1458 Lexington Street. It seems clear that Adams built the subject house for income purposes and rented it out to Hooper while he still owned it.

Asa Adams was a native of Canada, where he was born in 1863. He came to the United States in 1885 and to Santa Clara County in about 1888. It appears he lived in San Jose before moving, in about 1893, to 1435 Lexington Street in Santa Clara, across the street from the subject property.

Brief newspaper articles document six houses he built in San Jose and Santa Clara during 1891-1902, and these include one that may still stand, a Queen Anne-style house at 540 South Ninth Street, in San Jose (1896). On at least three occasions he built houses that were designed by prominent architects, Jacob Lenzen and Son (twice) and Wolfe and McKenzie. He undoubtedly built many more houses than these during these years, and afterward.

In 1901 or 1902 Adams moved to another residence at 1417 Franklin Street in Santa Clara. When he moved, his renter at 1458 Lexington, Robert Hooper, moved into his former residence at 1435 Lexington. Adams did not move again. He resided at 1417 Franklin until his death in 1948.

Alterations

The original front porch has been removed or was filled in to allow for a larger living room, and a new front porch was built, almost certainly at the same time. The date of this alteration is estimated to be the 1950s or later based on the 3.5” by 3.5” dimensions of the porch posts and the lack of chamfered corners on the posts. At the time of the alteration, two elements from the original house were very likely removed and re-used. One is the window on the east side of the living room addition. It probably came from the original front wall and looked out onto the porch. The other is the current porch railings with incised lines on the vertical and horizontal members. It seems likely that these railings were part of the original porch.

A large rear addition was made at an unknown date. The vertical siding on the entrance hood suggests a 1950s date, but this is highly uncertain. Aluminum sash in most of this structure’s windows were probably placed at a still later date.

Continued on next page.

History (continued)

The second story window in the front of the larger wing was almost certainly a paired window. It was replaced with aluminum sash at an unknown date.

The front door appears to date to recent decades.

Note: The 1950 and 1961 Sanborn maps do not show the front and rear additions to the house. They suggest that the additions post-date 1961, although it is also possible that the additions were made before 1961 and that the Sanborn maps were not updated.

Subsequent owners and residents of 1458 Lexington Street

Elvira Gee

In June 1901 Asa Adams sold the subject house to Mrs. Elvira Gee, aged about 27. She lived here with family members, including Earl Gee, a farmer; Mrs. Myron Gee; and Miss Dora Gee. Elvira Gee died almost three years later, in March 1904, aged 30, and just over five months later, in September, her family sold the house to Sanford H. Wilson.

Sanford H. Wilson, Martha Wilson, and James S. Wilson

Sanford H. Wilson, a blacksmith, was about 71 years old, and his wife Martha was about 64, when he purchased this house in 1904. Both were natives of Ohio, and they had been married for 46 years at the time of the purchase. When he died in 1916, their son James S. Wilson, who was living nearby in Santa Clara, moved in, and he stayed for four or five years, until 1920 or 1921. He worked at a lumber yard, where his occupation was variously listed as millman, a piler, and (in 1920) a lumber grader.

Hiram R. Russell

Russell lived here in 1922, when he worked as a carpenter. Whether he owned or rented the house is unknown.

Continued on next page.

History (continued)

George and Emma Green

George and Emma Green lived here from 1923 to 1959. Both were natives of California, and they were born in about 1887 and 1891, respectively. When they moved in, he was a metal worker, but the following year he became the stationary engineer for the City of Santa Clara's municipal water plant. He retained this position for the next thirty years. An article on his retirement in 1954 stated that his main duties as the plant attendant were those of a general trouble-shooter and watchman. The city council honored him upon his retirement, and he stated that for his future, he planned "a leisurely life."

Emma Green hosted social events and meetings at the house over a period of twenty years. From 1938 to at least 1944 she regularly hosted business meetings of the local American Legion Auxiliary, unit No. 419. From 1949 to 1958 she hosted the Friendly Circle meetings of the Women's Society of Christian Service of the Santa Clara Community Church. Newspaper notices of these meetings were very numerous, and in the style of the day she was always identified as Mrs. George Green.

In January 1930 the Greens were in downtown Santa Clara together when a gas explosion destroyed four commercial buildings close to where they stood. Each received cuts and gashes, and they were considered lucky to survive. They were able to give interviews afterward, and the *San Jose Mercury News* ran a photograph of them, which is included in this report.

In 1959 the Greens moved from 1458 Lexington to a Ranch-style house at 1971 Heatherdale Avenue, in southern Santa Clara.

Later residents of this house

1960-1961. John L. Philips, unknown occupation, and his wife Theresa

1962. E. Lee Self, a mechanic at the Peterson Tractor Company, and his wife Mary

1963. Mrs. Gloria Bishop, unknown occupation

1964. The house was vacant at the time of canvassing by the city directory.

1965. Linda L. Sparacino, unknown occupation

1967-1968. Juan Martinez, unknown occupation

Continued on next page.

History (continued)

1969. The house was vacant at the time of canvassing by the city directory.

1970-1974. Paul A. Arguello, retired, and his wife Ofelia

Integrity

For the purpose of historical evaluations of buildings the seven areas of integrity are listed and discussed below:

Location. The house has never been moved, so it retains integrity of location.

Design. The filling in or replacement of the front porch has changed the massing of the house at its entrance, an important focal point in the design. The rest of the house as seen from the street is largely unchanged, however, and so the original massing of the two wings is still very evident. On balance, the house's integrity of design is fair.

Materials. The porch was filled in or replaced at an unknown date, most likely the 1950s-1960s, using wooden materials that are compatible with the rest of the house. Only one window on the three primary facades has been changed from wooden sash, namely, the second story window in the front of the larger wing. Thus, the house retains integrity of materials. (The owners have stated their intention to restore the altered window using recycled wooden sash.)

Workmanship. The original porch most likely possessed a turned porch post and other detailing that has been lost. However, the original window trim and siding have been preserved. On balance, integrity of workmanship is fair-to-good.

Feeling. This house retains the feeling of a suburban, turn-of-the-twentieth century Old Quad house. It thus retains integrity of feeling.

Association. The earliest owners and residents would recognize this house as the one they lived in, although they might have to look twice to do so, due to the front addition. Thus, integrity of association is fair.

Setting. This house retains its front yard and spaces between it and the adjacent houses, and so its early 20th century suburban setting is retained. Most of the older houses surrounding it no longer stand, though some do. On balance, integrity of setting is good to high.

Continued on next page.

Evaluation to California Register criteria

The California Register of Historical Resources (California Register) is an inventory of significant architectural, archaeological, and historical resources in the State of California. Resources can be listed in the California Register through a number of methods. State Historical Landmarks and National Register-listed properties are automatically listed in the California Register. Properties can also be nominated to the California Register by local governments, private organizations, or citizens. The evaluative criteria used by the California Register for determining eligibility are closely based on those developed by the National Park Service for the National Register of Historic Places.

In order for a property to be eligible for listing in the California Register, it must be found significant under one or more of the following criteria, each of which is discussed here:

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

This house is one of many in Santa Clara's Old Quad that, collectively, contribute to the 19th century and early 20th century feeling of the neighborhood. That historic feeling remains strong in Old Quad. However, numerous modern-era buildings in Old Quad tend to dilute that feeling. For this reason, the surviving older buildings that retain good to high integrity are important in maintaining that historic feeling. The subject house's integrity is generally good.

It may be that the subject house is better considered as a contributor to a thematic district of historic Old Quad buildings, rather than as individually eligible. The documentation of a thematic district is beyond the scope of this report. However, it is clear that the house contributes meaningfully to Old Quad's 19th century and early 20th century character. It thus appears to be eligible for the California Register under this criterion at the local level. The Period of Significance is from the time of construction through the early 20th century, that is, 1899-1910s.

Criterion 2 (Persons). Resources that are associated with the lives of persons important to local, California, or national history.

George and Emma Green were notable Santa Clara residents, he as an engineer for the city's water system for thirty years, and she as the hostess of two local institutional groups on many occasions for twenty years. Their importance seems to fall a little short of California Register significance, and so their history is better considered under local criteria, below.

Continued on next page.

Evaluation to California Register criteria (continued)

Criterion 3 (Architecture). Resources that embody the distinctive characteristics of a type, period, region, or method of construction, or represent the work of a master, or possess high artistic values.

The proportions of this L-shaped house are pleasing, and the window trim and moldings remain as fine details. The front addition, however, does alter the massing and diminish the original design. For this reason, the house does not quite appear to be eligible for the California Register under this criterion. (Regarding architecture, it does appear to be significant under the city's local criteria; see below.)

Criterion 4 (Information Potential). Resources or sites that have yielded or have the potential to yield information important to the prehistory or history of the local area, California, or the nation.

This criterion regards archeological studies. Since excavation of the site is not contemplated, an evaluation under this criterion is beyond the scope of this study.

Existing City of Santa Clara historical designation

This house is listed on the City of Santa Clara's Historic Preservation and Resource Inventory as an example of the Pioneer style.

Evaluation to City of Santa Clara historical criteria

The criteria for local significance were adapted on April 20, 2004, by the City of Santa Clara City Council. Any building, site, or property in the City that is 50 years old or older and meets certain criteria of architectural, cultural, historical, geographical or archeological significance is potentially eligible. Only the criteria under which this property appears to qualify are discussed below.

Criterion for Historical or Cultural Significance

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

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

Continued on next page.

Evaluation to City of Santa Clara historical criteria (continued)

This house was built in 1899-1900, has generally good integrity, and contributes to the strongly historic character of Santa Clara's Old Quad, which is the oldest part of the city.

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.

George and Emma Green lived in this house for thirty-six years, from 1923 to 1959. In their time they were well-known Santa Clarans who, in their different ways, contributed to the city's infrastructure and social life. For thirty years, from 1924 to 1954, George Green was the stationary engineer who maintained the City of Santa Clara's municipal water plant, an obviously important role. From 1938 to 1944 and from 1949 to 1958 Emma Green frequently hosted two civic groups in this house; respectively, the local American Legion Auxiliary, and the Friendly Circle meetings of the Women's Society of Christian Service of the Santa Clara Community Church.

Criterion for Architectural Significance

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

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

The house was built by Asahel L. Adams, a building contractor who lived in Santa Clara for several decades. He is known to have built at least six houses in San Jose and Santa Clara during 1891-1902, sometimes to the designs of notable architects, and sometimes, presumably, to his own designs. Given his long career as a builder, he undoubtedly built many other houses that have not yet been documented.

7. A building's notable or special attributes of an aesthetic or functional nature. These may include massing, proportion, materials, details, fenestration, ornamentation, artwork or functional layout.

The L-shape of the house and its cross-gabled roof was a common massing in Santa Clara during the 19th century, particularly in earlier decades. Such houses were often spare in their ornamentation; they relied on good proportions and finely-detailed window trim for their effect. This house follows that pattern. Although the front addition does affect the massing of the house, it is only one story in height, which preserves a view of the two wings and preserves the L shape. The house also retains its early fine window trim. Therefore, it is still a good example of this house type.

Continued on next page.

Evaluation to City of Santa Clara historical criteria (continued)

Criterion for Geographic Significance

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

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

As with the first criterion listed above, this house is important because it contributes to the historic character of Santa Clara's Old Quad. Despite many losses, houses from the 19th century and early 20th century remain numerous, and collectively, they evoke those periods in Santa Clara's history. This house is important in that way.

Character-defining features

Character-defining features are those parts or aspects of a historic property that contribute to its historic character. Only those parts of a property that fall within the Period of Significance can qualify as character-defining.

Under California Register Criterion 1 (Events), the Period of Significance of this property is 1899-1910s. The character-defining features are:

* The house's setback from the street, which allows room for a front yard and gives the house a suburban feeling that is consistent with Santa Clara's early history. The picket fence and the yard plantings are not known to date to the Period of Significance, so they are not included; only the setback is.

* The two-story height of the house, its L shape, and the proportions of the two wings.

* The cross-gabled roof with boxed eaves.

* The v-groove siding.

* The paired window in the first story of the larger wing, with its double-hung sash and trim.

* The trim of the second story window in the larger wing, directly above the window listed above. (Its aluminum sash is not character-defining, though).

Continued on next page.

Character-defining features (continued)

* The small window in the north side of the second story of the recessed wing, including its trim. (This window is located directly over the front addition.)

* Both windows in the east side of the smaller wing, with their double-hung sash and trim.

The features of the house that are not character-defining are:

* The front addition (the living room extension and the porch). While its materials are compatible with the older parts of the house, it almost certainly post-dates the Period of Significance.

* The aluminum sash in the second story window in the front of the main wing. (The owners have said that they will restore this window using old wooden sash.)

* The west side of the house. This side is essentially invisible from the street and is almost featureless.

* The rear addition to the house.

Under local City of Santa Clara criteria, the character-defining features of the house should be considered the same as those listed above.

References

San Jose and Santa Clara city directories for Asahel L. Adams and for residents of this house from 1900 through 1974.

1915, 1950, and 1961 Sanborn maps, page 212. These maps show the footprint of the house when it still had its original front porch.

1900 United States census for Asahel L. Adams (living at 1435 Lexington Street).

1910 United States census for Sanford H. Wilson.

1910 and 1920 United States censuses for James S. Wilson.

1930, 1940, and 1950 United States censuses for George and Emma Green.

Continued on next page.

References (continued)

San Jose Mercury News articles — real estate sales of this property (lot 3 of the Spear Estate)
September 3, 1898. Estate of Eliza Spear to A. L. Adams.
June 8, 1901. A. L. Adams et. ux. to Elvira Gee.
September 11, 1904. M. G. Gee to Sanford H. Wilson.

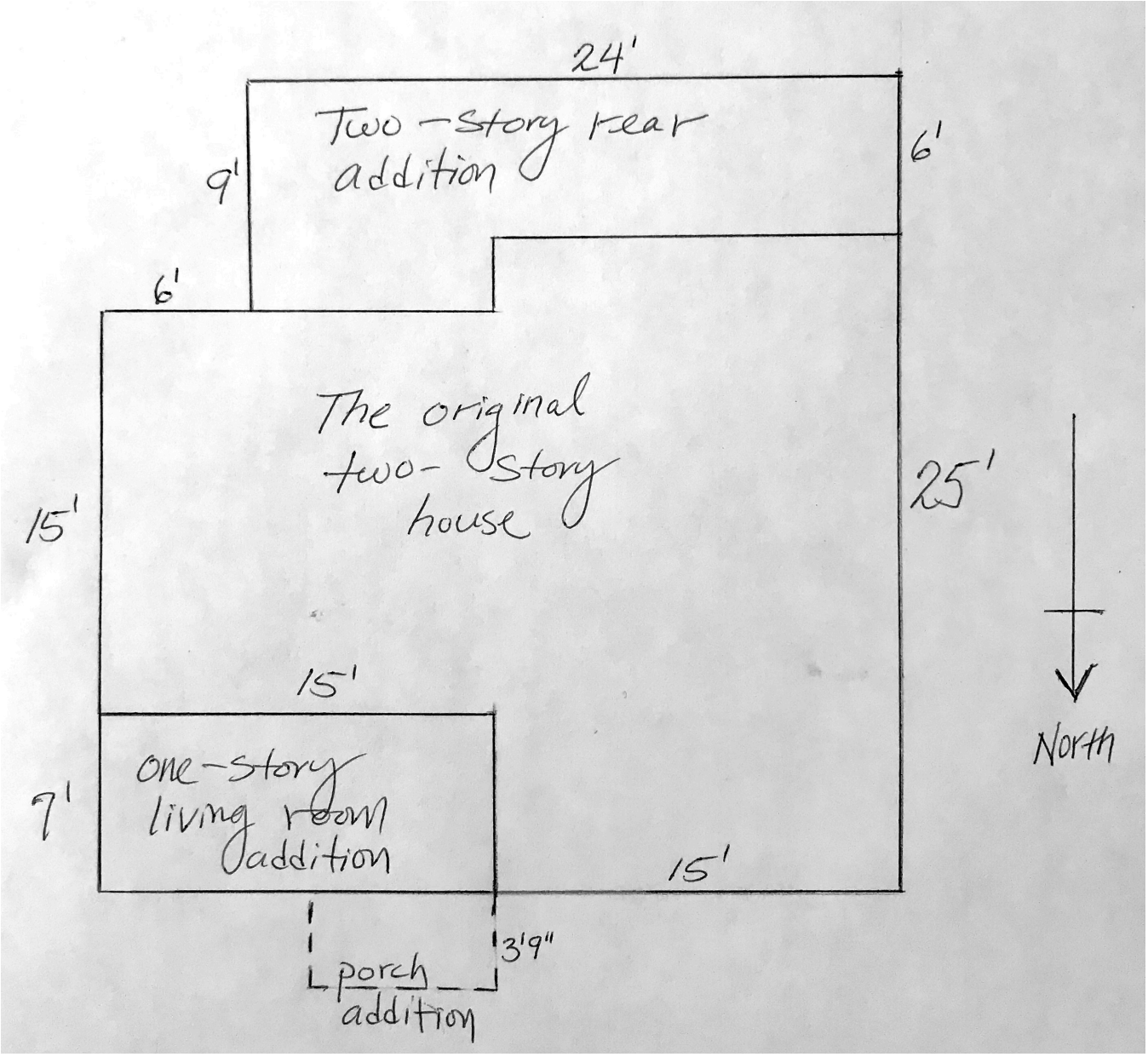
San Jose Mercury News articles about houses built by Asahel L. Adams:
January 7, 1891. A cottage at the Almshouse.
May 29, 1891. Cottage on 12th Street, San Jose, for Pansera.
August 10, 1891. Frame building on the Los Gatos Road, for Cilken.
July 15, 1896. Building on the east side of 9th Street, San Jose, for Lamkin (540 S. 9th St.).
August 14, 1902. Two-story frame building at 4th and William, San Jose, for Brennan.

San Jose Mercury News articles about Asahel Adams and early residents of the house:
March 30, 1904. "Brevities." Death of Mrs. Elvira Gee.
July 26, 1916. "Died." Death of Sanford H. Wilson.
September 27, 1948. "Rites Set Today for A. L. Adams."

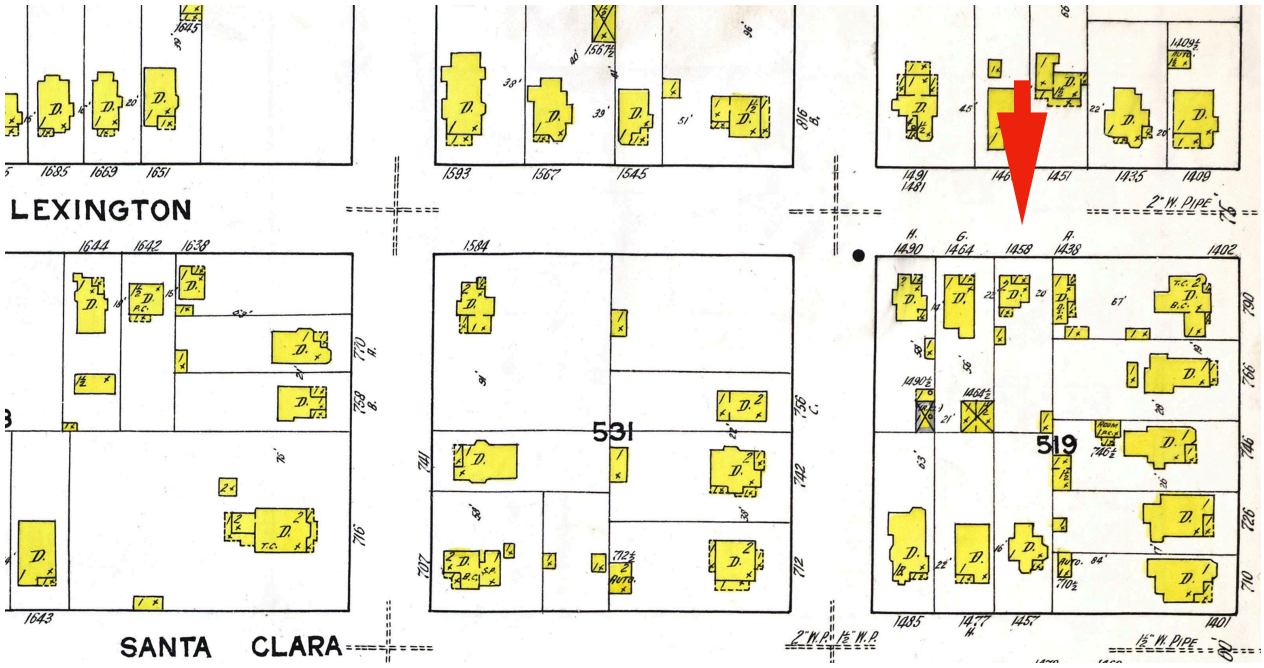
San Jose Mercury News articles about George and Emma Green:
January 4, 1930. "Victims Describe Blast Sensations."
March 31, 1951. "Pile-Ups Hurt 11 in County." Emma Green hit by a car.
October 2, 1954. "Santa Clara Utilities Man Retires after 30 Years."
March 2, 1938; April 4, 1939; February 5, 1941; May 21, 1941; October 15, 1941; August 5, 1942; May 5, 1943; February 15, 1944. Notices of meetings of the Santa Clara unit of the American Legion Auxiliary, hosted by Emma Green.
August 24, 1948; October 20, 1952; September 16, 1957; October 21, 1958. Notices of Circle Meetings of the Women's Society of Christian Service of Santa Clara Community Church, hosted by Emma Green.

Virginia Savage McAlester. *A Field Guide to American Houses* (New York: Alfred A. Knopf, second edition, 2013), pages 138-140.

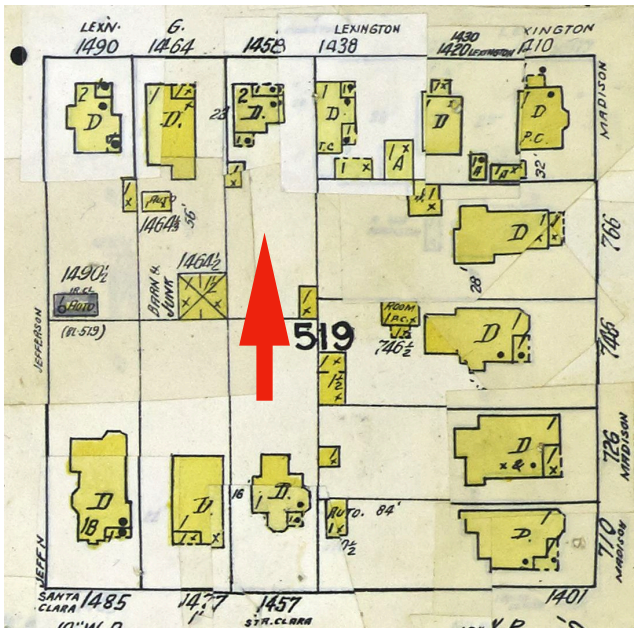
Footprint of the house. The measurements are approximate.

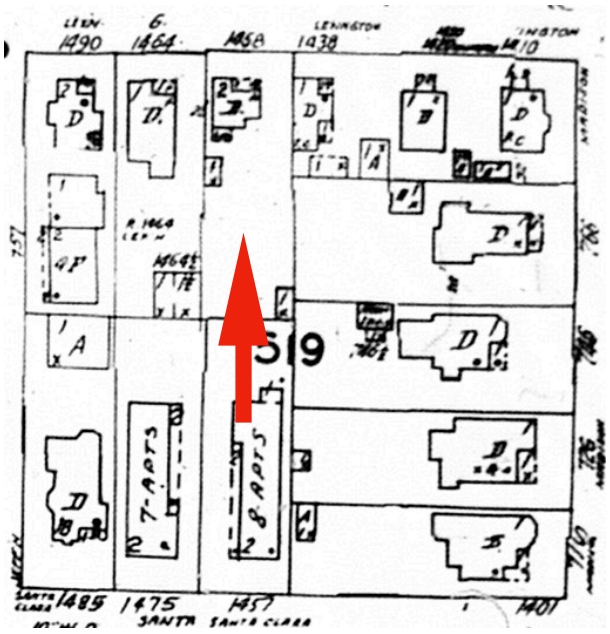


Sanborn maps, San Jose-Santa Clara, page 212



Top: 1915. Bottom left: 1950. Bottom right: 1961.
The subject house appears unchanged in all three years.





Front and back yards



Above: Front yard. Below: Back yard.



The front of the house



Above: Perspective view from left.

At right: Perspective view from right.





At left: Paired windows in the front of the house, the larger wing, first story.

Below left: Detail of same windows showing ogee lugs.

Below right: Detail showing sill and apron.







At left: Front of the house, second story of the larger wing. It has a boxed eave in the gabled roof and a second story window with aluminum sash. The owners have stated their intention to restore the window with wooden sash.

Below: Perspective view of the front room and porch addition.





Above: Front view of the front room and porch addition. The large fixed window has wooden muntins, a sill, and an apron, but lacks a shelf molding across the top.





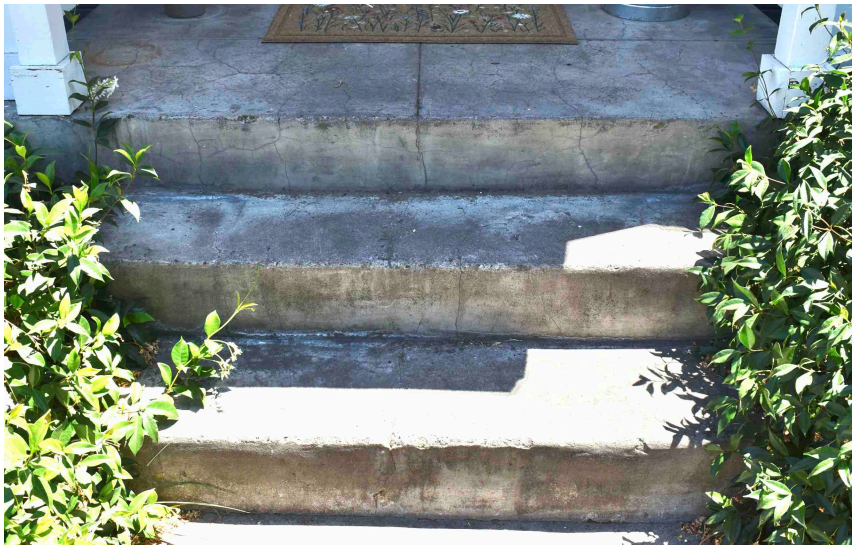
Above left: Window on the east side of the front room addition. Like original windows in the house, it has a shelf molding across the top, a sill and apron, and double-hung sash with ogee lugs. It was probably originally in the front wall of the house, looking onto the porch. When that wall was removed for the front addition, this window must have been retained and re-used in the addition.

Above right: The porch addition, perspective view.



Above: The railings and balusters of the porch addition. The posts measure 3.5 inches by 3.5 inches and lack chamfered corners, and hence probably date to the 1950s or later. The railings and balusters are incised with thin lines, and so it seems likely they were retained and re-used from the original porch.

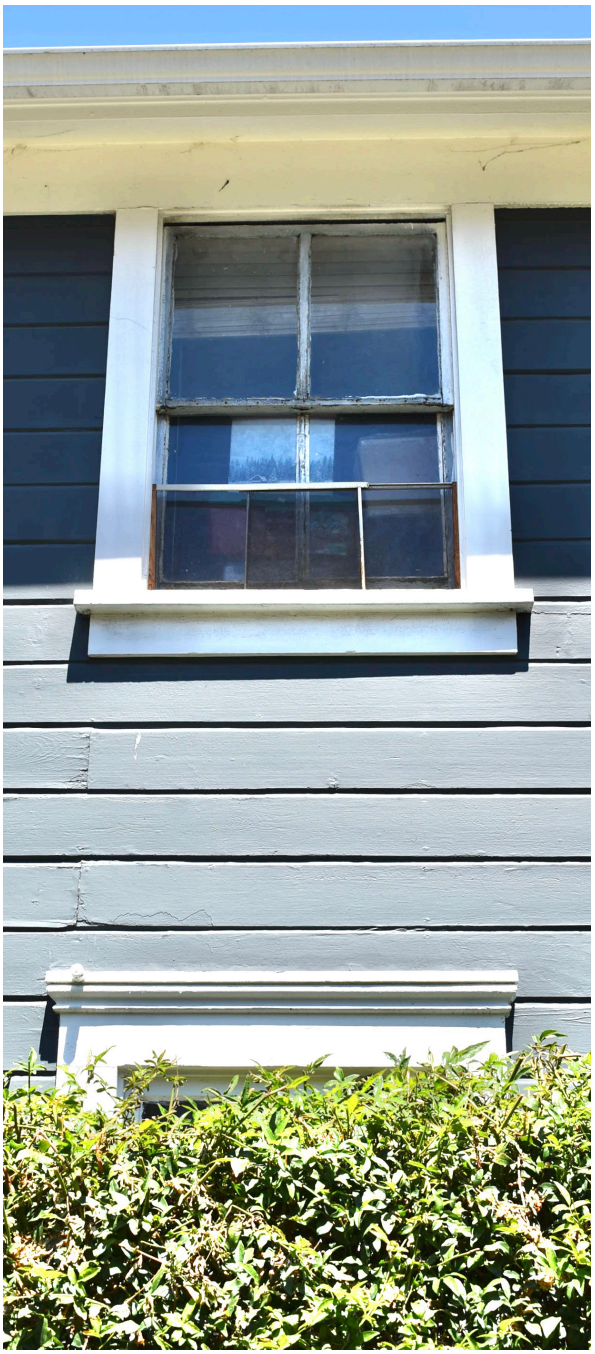
At right: The concrete porch steps.





The east side of the house. The windows match the window in the front room addition.





Windows in the west side of the house (first story at left and second story at right). The former matches the other original windows in the house. The house's v-groove siding shows clearly here.



Above: The rear of the house. The addition is two stories in height and partially obscures the rear gable of the original roof. All windows except the small one at lower right have aluminum sash. The deteriorated hood over the rear entrance has boards with notched ends. These suggest a date of after World War II.

Below right: A three-part window on the east side of the rear addition. Like the window on the front of the front addition, it has wooden muntins, a sill, and an apron, but lacks a shelf molding across the top.





George and Emma Green. From the *San Jose Mercury News,* January 4, 1930.

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.

August 6, 2025

City of Santa Clara
Historical and Landmarks Commission

Re: Mills Act Application for 1458 Lexington Street

Dear Historical and Landmark Commissioners,

We are excited to apply for the Mills Act for our historic home at 1458 Lexington Street. We fell in love with both the community and the homes of the Old Quad neighborhood when we started renting here in 2021. The character of the historic homes appealed to us immensely; when we were ready to start looking for a home, we had a difficult time imagining ourselves anywhere else. Most of the offers we placed were within this neighborhood, and we were so thrilled when we closed on our current home. We are excited to be able to give this home the love and attention that it needs and intend to preserve its historic character. We would be grateful for the support that the Mills Act would provide us in our efforts should our application be accepted.

We appreciate your time in reviewing our application, including William Kostura's historic evaluation that supports the historic significance of our home. Thank you for your consideration. We look forward to working with you to preserve this home and neighborhood.

Sincerely,

Cameron Carty and Rachel Law
1458 Lexington Street
Santa Clara, CA 95050

10-Year Restoration Maintenance Plan

August 6, 2025

Cameron Carty and Rachel Law
1458 Lexington Street
Santa Clara, CA 95050

Dear Planning Staff and Historic and Landmark Commissioners,

The following is our proposed 10-year plan for the restorations and maintenance of our historic home at 1458 Lexington Street. All items listed shall meet the Secretary of the Interior's Standards for the Treatment of Historic Properties.

Year 1 (2026)

Plumbing Upgrades: Currently no toilets are located in the same room as a sink. The downstairs bathroom will be reconfigured to add a sink. The upstairs bathroom will be reworked to eliminate the step up into the separate vanity/shower room and a toilet will be added.

Year 2 (2027)

Drainage Improvements: Areas adjacent to the home's foundation will be regraded to allow for appropriate drainage. Additional drainage features may be added to further improve drainage, if necessary.

Year 3 (2028)

Seismic Anchoring: Seismic reinforcement will be installed per guidance from a structural engineer to decrease the likelihood of damage to the structure in the case of a seismic event.

Years 4-6 (2029-2031)

Exterior Painting: Repaint entire exterior of residence, including all exterior eaves, gutters, downspouts, windows, doors and associated trim. Any minor dry rot or pest/rodent damaged areas found shall be repaired with epoxy filler and repainted to match. Where wood material is excessively damaged it shall be replaced with salvaged or custom milled wood to match the profile of the original.

Year 7 (2032)

Electrical Upgrades: The existing electrical panel will be replaced and knob-and-tube wiring will be removed from the home.

Years 8-9 (2033-2034)

Window Replacement: The upper floor exterior window on the front of the house that is currently aluminum-framed will be replaced. Using photographic reference material of the house from a 1980 Historic Resources Inventory, appropriate historic wood windows will be salvaged and installed.

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

Year 10 (2035)

Front Door Replacement: The front door will be replaced with a door more befitting the age of the home. Any available historic photographs will be used as reference and appropriate steps taken to avoid creating false history.

Interior Trim Repair: Historic trim throughout the home will be repaired and refinished. In cases where repair of existing trim is not possible, salvaged or custom-milled trim will be applied.

Repair of Interior Doors: Historic interior doors, as determined by construction and hardware, will be repaired. In cases where repair of existing doors is not possible, salvaged or custom-made doors will be used.

We are excited about restoring and rehabilitating our wonderful historic home so that it can be preserved and enjoyed for many years to come.

Sincerely,
Cameron and Rachel

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 _____, ____, ("Effective Date"), by and between Rachel Law, owner of certain real property located at 1458 Lexington Street, Santa Clara, CA 95050 (“OWNERS”) and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. **Recitals**.

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

(2) OWNERS possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2021 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-26-045, and generally located at the street address 1458 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 August 11, 2025. 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 1458 Lexington Street), and OWNERS.

(9) Notice.

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

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

OWNERS: Rachel Law
1458 Lexington St,
Santa Clara, CA 95050

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

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

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

(12) Attorneys' Fees. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

(13) Restrictive Covenants Binding. All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to

the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

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

a. a Historic Resources Inventory form;

b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "D";

c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,

d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

(15) Mills Act Historic Property Contract Approval. Based upon the Historical and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNERS. The decision of the City Council shall be final and conclusive in the matter.

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

(17) Fees. The Planning Department may collect such Mills Act Historic Property Contract application fee of $8,746 (eight thousand, seven hundred, and forty-six dollars), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) Ordinary Maintenance. Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of 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:
PLANNING STAFF – CONFIRM SIGNATURE TITLES BY REVIEWING SIGNATURE BLOCKS UPDATED BY CITY ATTORNEY'S OFFICE LOCATED HERE: S:\Attorney\AGREEMENTS
REMOVE THIS DISCLAIMER AFTER AFFIXING CORRECT SIGNATURE TAGS

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"

_____
Owners of _____

By: _____
_____
_____
_____

By: _____
_____
_____
_____

"OWNERS"

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