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 _____, 2022, ("Effective Date"), by and between Brian and Christine Allen, owners of certain real property located at 957 Lewis 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 269-05-065, and generally located at the street address 957 Lewis 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 June 30, 2022. 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 957 Lewis 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: Brian Allen
957 Lewis Street
Santa Clara, CA 95050

Christine Allen
957 Lewis Street
Santa Clara, CA 95050

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

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

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

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

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

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

a. a Historic Resources Inventory form;

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

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

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

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

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

(17) **Fees.** The Planning Department may collect such Mills Act Historic Property Contract application fee of _____ (s_____ 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:

_____
City Attorney

_____
Rajeev Batra
City Manager

ATTEST:

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

_____
Hosam Haggag
City Clerk

"CITY"

Brian and Christine Allen,
Owners of 957 Lewis Street

By: _____
Brian Allen
957 Lewis Street
Santa Clara, CA 95050

By: _____
Christine Allen
957 Lewis Street
Santa Clara, CA 95050

"OWNERS"

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

I:\PLANNING\2022\Project Files Active\PLN22-00385 957 Lewis St (Mills Act)\Mills Act Contract.doc

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 269-05-065

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:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF LEWIS STREET SAID POINT BEING DISTANT THEREON 101 FEET EASTERLY FROM THE POINT OF INTERSECTION OF SAID NORTHERLY LINE OF LEWIS STREET WITH THE EASTERLY LINE OF WASHINGTON STREET; RUNNING THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LEWIS STREET 50 FEET; THENCE AT RIGHT ANGLES NORTHERLY 137 FEET; THENCE AT RIGHT ANGLES WESTERLY 50 FEET; THENCE AT RIGHT ANGLES SOUTHERLY 137 FEET TO THE POINT OF COMMENCEMENT, AND BEING A PART OF BLOCK 5 NORTH RANGE 1 EAST, AS REPRESENTED UPON THE OFFICIAL MAP OF THE TOWN OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA.

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 *Resource Name or #: 957 Lewis Street

P1. Other Identifier:

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

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

*b. USGS 7.5' Quad: Date: T ; R ; ¼ of ¼ of Sec ; M.D. B.M.

c. Address: 957 Lewis Street City: Santa Clara Zip: 95050

d. UTM: Zone: 10 ; mE/ mN (G.P.S.)

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Elevation: APN# 269-05-065

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)
The property is located on the northerly line of Lewis St said point being distant whereon 101 feet eastwardly from the point of the intersection of said northerly line of Lewis St with the easterly line of Washington St; running thence easterly along said northerly line of Lewis St 50 feet; thence at right angles northerly 137 feet; thence at right angles westerly 50 feet; thence at a right angle suddenly 137 feet to the point of commencement, and being a part of blocked 5 north range 1 East, as represented up on the official map of the town of Santa Clara, County of Santa Clara, state of California

This property falls within the old quad area of Santa Clara, which contains hundreds of houses dating from the 19th century through the 1930s, along with many newer buildings. The old quad encompasses the area bordered by Scott Blvd to the West, Newhall Street to the South and east, and the railroad tracks to the north and east. A moderate number of homes in this area date to the 1850s - 1880s, and a very large number date to the 1890s - 1900s. Along the eastern edge the neighborhood is Santa Clara University which consists of about eight large buildings dating from 1911 - 1930, plus newer buildings. By contrast, Santa Clara historic downtown was razored in 1960s through urban renewal.

957 Lewis St is a single-story wooden residence constructed on a rectangular plan and a unique cooler style. This structure exhibits a double hipped roof with two street facing goblets. The roof line is also characterized by a very small eve projection around the goblets but a pronounced eve, boxed cornice and large plane frieze where it joins the exterior wall. A low-hipped, wrapped around veranda further defines the facade. The body of the house is sheathed in wide shiplap with wide end boards. Fish scale shingles ornate ornament the two goblets. The front veranda exhibits a very low overhang and is supported by ornately carved turn post with carved brackets. The porch is reached by a five-step wooden stairway. The porch banister is composed of simple wooden one inch by two-inch stakes. Fenestration is simple, rectangular in form, asymmetrically placed and double hung. A small palladian style window/vent ornaments the lower goblet. The main entry is recessed under the veranda overhang and is in placed adjacent to the slightly angled bay. A detached garage/shed is located to the rear of the house.

The site is significant primarily due to its architectural style. The unusual wrap around veranda and double front-facing goblets at a definite farm influence to the residence. The vernacular forms by definition add a quality of uniqueness to their design which, while not particularly find piece of architectural in this case, add to the distinctiveness of this neighborhood in the city. The earliest owner/occupant of the residence is listed in the 1908 City Directory as William J Foley who was a clerk. Foley is also listed as owner/occupant in the 1915 Directory. There are earlier listings of William Foley, but they are from widely different addresses around Santa Clara. No address listing is found for the site before 1908 despite the fact that the building predates that year. The house has shown on the 1901 Sanborn map but not the 1891 map.

This information was obtained from the Historic Resources Inventory report prepared by Guidici / Zavlaris of URC dated November 18, 1980, for the purpose of a special plaque request, see attached.

The residence is listed on the Architecturally Historically Significant Properties on page 8.9-9, See attached

The owners are in the process of obtaining a permit to demolish the existing garage/shed and add a ADU at the rear of the property. Bonnie Bamburg of Urban Programmers conducted a review of the house and the garage/shed. Bamburg found that the house had been recently painted, the front yard had been landscaped, the double hung windows had been replaced with updated like window inserts. Bamburg found that there were no other significant structural changes to the house. Bamburg found that the garage/shed does not contribute to the character of the house, having been built more the 50 years later. The garage shed is not architecturally aligned with the house and does not add to the historical character of the house or two other structures in the area, refer to attach report.

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

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

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

P5b. Description of Photo: (View, date, accession #) Front of residence located at 957 Lewis Street.

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

1900, 1902, 1904, 1908, 1915, Sanborn Maps 1891, 1901

***P7. Owner and Address:**
Brian & Christine Allen
957 Lewis Street
Santa Clara, 95050

***P8. Recorded by:** (Name, affiliation, and address)
Bonnie Bamburg
Urban Programmers
10710 Ridgeview Ave
San Jose, Ca 95127

***P9. Date Recorded:** April 2022

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

***P11. Report Citation:** (Cite survey report and other sources, or enter "none.") Guidici / Zavlaris of URC, 11/18/1980; Polks City Directories 1892,

***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):

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.

June 25, 2022

Brian and Christine Allen

957 Lewis Street

Santa Clara, CA 95050

10-Year Restoration Maintenance Plan

Foley, c. 1895

Dear Planning Staff and Historic & Landmark Commissioners,

The following is our 10-year plan for the restorations and maintenance of our historic home at 957 Lewis Street. All items to meet the Secretary of interiors standards for Treatment of Historic Properties:

Years 1-2 (2023-2024)

Front Porch: The flooring of the front porch is designed using 1X3 tongue and grove planks. Over time, it has weathered, splitting, and is rotting due to moisture. The treads of the front stairs are also pulling away from the stringers and will need to be repaired or replaced. Once repaired, the front porch and stairs will need to be sealed and painted to prevent additional moisture damage. All changes will be like for like.

Years 2-3 (2025-2026)

Foundation/grading/Drainage: 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 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 residents as required by the building code, correct, improperly sloped roof gutters, and connect the rainwater leader downspouts to concrete splash blocks or sub surfaces drain lines to outlet downhill away from the residents.

Years 4-6 (2026-2028)

Roofing: Replace failing asphalt composition shingle roofing (improperly flashed resulting in leaks with water damage): Install new triple layer (tri-lam) asphalt composition shingle roofing (example: Certainteed Landmark TL) with a more similar profile in shadow line of wood shingles that was originally on the home.

Years 7-8 (2029-2030)

Doors and Windows: Repair all weatherstripping and seals on all doors and windows. Air leakage and the secretion of water can cause mold, rot to form, and uses more energy to heat and cool the residence.

Years 9-10 (2031-2032) exterior of

Exterior Painting: repaint entire residents including all exterior wood siding, eaves, gutters, downspouts, windows and doors and their associated trim, all porches, and railings. Any minor dry rot or pest damage to all wood material shall be repaired with epoxy. Where wood elements have excessive damage, they shall be replaced with salvage or custom milled wood to match existing.

When we lived across the street where our son and his family currently now live, we always admired this house, especially the front porch. We absolutely love this historic home and the old quad neighborhood. We look forward to the memories we will make here with our family.