22-1267 **Agenda Date: 11/3/2022**

REPORT TO HISTORICAL AND LANDMARKS COMMISSION

SUBJECT
Consideration of Historic Resource Inventory Property Designation and a Historical Preservation Agreement (Mills Act Contract) for 324 Madison Street

BACKGROUND
The property owners, Stephanie and Tommy Tran, are requesting a Historical Preservation Agreement (Mills Act Contract) for the property located at 324 Madison Street. A requirement of the Mills Act is that the building must be a qualified structure, listed on either a local, State, or National register. The subject site is not currently listed on any of the aforementioned inventories. Therefore, the applicants are seeking local listing on the City's Historic Resource Inventory (HRI). The property must be added to the HRI prior to approving a Mills Act contract.

The subject property is in the Old Quad historic neighborhood and is located on the west side of Madison Street. The existing residence on the property is a 1,393 square-foot one-story Mediterranean Revival house constructed in 1936 or 1938. The property has a detached one-car garage built in 1955, a newer open-shed roof addition attached to the garage on the northside, and a newer shed structure that is less than 120 square feet.

DISCUSSION
The Mills Act Program allows a qualified property owner to receive a potential property tax reduction and use that savings to assist in offsetting the costs to rehabilitate, restore, and maintain their property. To qualify for the program, the property and/or building must be listed on either a local, State, or National register. The property owner must also have a plan to restore and rehabilitate the property. As the subject site is not listed on any of the aforementioned inventories, the property owner is seeking local listing of the property on the City's Historic Resource Inventory (HRI); as well as approval of a Mills Act Contract and the adoption of a Ten-Year Restoration and Maintenance Plan for the property.

A Department of Parks and Recreation (DPR) 523A Form was prepared by William Kostura, Architectural Historian ("evaluator"), in September 2021, assessing the historical significance of the property based on National and State (California) Register criteria and the City's local criteria for significance. The property is eligible for listing on the City of Santa Clara's HRI based on the evaluation of the adopted Criteria for Local Significance under the architectural, cultural, historical, architectural, and geographical criteria. The residence retains the majority of character defining features of the original building architecture; as well as its contribution to a potentially eligible Historic District (Old Quad) due to its proximity to other historically significant properties. There are presently two properties, 308 Madison and 395 Madison, within 200 feet of 324 Madison Street that are listed on the City's HRI.

In regard to the Criteria for Local Significance, the evaluator identified the property as eligible for listing on the City's HRI for the following:

- Historically or culturally significance based on Criterion 4 for its association with a significant agricultural activity because the first owner, Manuel Ferreira, worked on local fruit canneries for many years;
- Architectural significance based on Criterion 1, 6, and 7 for its association with the 1920s-1930s era and retention of the majority of character defining features of the Mediterranean Revival architecture, construction period, and unique roof materials; and
- Geographic significance based on Criterion 2 for the visual contribution to the historic setting in the Old Quad.

The DPR Form (Attachment 3) details the criteria for evaluation and listing of a potentially historic resource. The analysis concludes that the property meets the requirement of greater than 50 years in age and retains sufficient integrity to qualify as a historic resource based on the evidence presented in the analysis.

The property owner submitted a Statement of Justification (Attachment 1) and Ten-Year Plan (Attachment 5) for the interior and exterior of the residential structure and property grounds. The 10-Year Plan includes repairing damaged wood structure due to termite on the roof trusses, restoring and repairing existing historic, inoperable wood windows, and repainting the exterior of the residence.

Staff finds that the work proposed under the 10-Year Rehabilitation and Maintenance Plan adheres to the Secretary of the Interior's Standards for Rehabilitation. The proposed changes support the preservation, protection, and maintenance of a structure that is qualified to be a locally significant resource.

ENVIRONMENTAL REVIEW

The Mills Act Program is exempt from CEQA environmental review requirements per CEQA Section 15061(b) (3). The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

PUBLIC CONTACT

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

RECOMMENDATION

Staff recommends that the Historical and Landmarks Commission find that the Mills Act application and associated Ten-Year Restoration and Maintenance Plan accomplish the intent of preserving and maintaining the historical significance of the historic property and, therefore, recommend Council approve the addition of the property to the HRI; approve the Mills Act Contract; and adopt a Ten-Year Restoration and Maintenance Plan associated with the Historical Preservation Agreement for the property located at 324 Madison Street.

Prepared by: Meha Patel, Assistant Planner

Reviewed by: Rebecca Bustos, Principal Planner
Approved by: Lesley Xavier, Planning Manager

ATTACHMENTS

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

September 8, 2022

City of Santa Clara
Historical and Landmarks Commission

Re: Mills Act Application for 324 Madison Street

Dear Historical and Landmark Commissioners,

We are excited to apply for the Mills Act for our historic home at 324 Madison Street. After moving to Santa Clara from Texas 11 years ago we fell in love with the Old Quad and knew this was the community that we wanted to be a part of. We rented a craftsman home for 9 years in the Old Quad. During this time, we started a family and needed more space for the 5 of us. 2 years ago, when everything seemed upside down, the dream of owning our own home in our neighborhood came true. We found our house, a 3-bedroom 1 bath historic cottage that had been loved and cared for by the original family who built the home. It is full of charm and original features like the distinctive clay roof tiles, wood windows, and wood floors that we were after. We are wanting to adapt the home to suit our family's needs while still preserving the historical home and charm of our neighborhood that drew us to this area. Learning about the Mills Act, we are grateful that it exists to assist in this effort and to ultimately preserve the streetscape of our historic neighborhood. We appreciate your time in reviewing our application, including William Kostura's historic evaluation (DPR523) that supports the historic significance of our home. Please consider us for the Mills Act, we look forward to working with you all to preserve not only our home but our neighborhood.

Sincerely,

Stephanie and Tommy Tran
324 Madison Street
Santa Clara, CA 95050

ORDER NO. : 0611023364

EXHIBIT A

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

Beginning at a point in the Westerly line of Madison Street distant thereon Five Hundred six (506) feet Southerly from the point of intersection of said Westerly line of Madison Street with the Southerly line of Bellomy Street, in said Town of Santa Clara; thence Southerly along said Westerly line of Madison Street Fifty (50) feet; thence at right angles Westerly One Hundred Eighty (180) feet, more or less, to the Westerly line of Sub Lot 40 in said Town of Santa Clara; thence Northerly along said Westerly line of Sub Lot 40, Fifty (50) feet; more or less, to the intersection with a line drawn through the point of beginning at right angles to Madison Street; thence Easterly on a line drawn at right angles to Madison Street One Hundred Seventy-eight (178) feet, more or less, to the point of beginning, being a portion of Sub Lot 40 as shown on the Map of the said Town of Santa Clara of Record, in the Office of the County Recorder of the County of Santa Clara, State of California, in Book B of Maps, at Pages 103.

APN: 269-41-030

OLD REPUBLIC
TITLE COMPANY

12180 Saratoga-Sunnyvale Road
Saratoga, CA 95070
(408) 725-8500 Fax: (408) 252-0369

PRELIMINARY REPORT

Our Order Number 0611023364-SM

INTERO REAL ESTATE
12900 Saratoga Road
Saratoga, CA 95070

Attention: ANDREW C. TSE

When Replying Please Contact:

Shabnam Motazedi
smotazedi@ortc.com
(408) 725-8500

Property Address:

324 Madison Street, Santa Clara, CA 95050

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.
It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of February 13, 2020, at 7:30 AM

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

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

Homeowners Policy of Title Insurance - 2013; and ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

Frances Thomason and Frank Ferreira, as to a life estate, and Manuel Ferreira, John Ferreira, Anthony Ferreira, Ernest Ferreira, Adeline Norman, William Ferreira, Josephine Tully, Lorraine Anthony, and their successors in interest, in equal shares, as to the remained interest

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

Beginning at a point in the Westerly line of Madison Street distant thereon Five Hundred six (506) feet Southerly from the point of intersection of said Westerly line of Madison Street with the Southerly line of Bellomy Street, in said Town of Santa Clara; thence Southerly along said Westerly line of Madison Street Fifty (50) feet; thence at right angles Westerly One Hundred Eighty (180) feet, more or less, to the Westerly line of Sub Lot 40 in said Town of Santa Clara; thence Northerly along said Westerly line of Sub Lot 40, Fifty (50) feet; more or less, to the intersection with a line drawn through the point of beginning at right angles to Madison Street; thence Easterly on a line drawn at right angles to Madison Street One Hundred Seventy-eight (178) feet, more or less, to the point of beginning, being a portion of Sub Lot 40 as shown on the Map of the said Town of Santa Clara of Record, in the Office of the County Recorder of the County of Santa Clara, State of California, in Book B of Maps, at Pages 103.

APN: 269-41-030

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2020 - 2021, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, as follows:

Assessor's Parcel No	:	269-41-030	
Bill No.	:	269-41-030-00	
Code No.	:	007-000	
1st Installment	:	$996.02	Marked Paid
2nd Installment	:	$996.02	Marked Paid
Land Value	:	$59,698.00	
Imp. Value	:	$105,481.00	
Exemption	:	($7,000.00)	Homeowner's

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

4. The requirement that this company be provided with a suitable Owner's Declaration from the Seller (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.

5. The Homeowner's Policy applies only if each insured named in Schedule A is a Natural Person (as Natural Person is defined in said policy). If each insured to be named in Schedule A is not such a Natural Person, contact the Title Department immediately.

---------- Informational Notes ----------

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 & 2.1.

B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land a single family residence known as 324 Madison Street, Santa Clara, CA 95050.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

NONE

C. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument Entitled	:	Order Settling, Allowing and Approving First and Final Account of Executrices and Decree of Distribution
By/From	:	Superior Court of the State of California, in and for the County of Santa Clara, In the Matter of the Estate of Clementina Ferreira, alias, Deceased
To	:	Francis Thomason and Frank Ferreira, the adult children of decedent
Recorded	:	November 29, 1979 in Official Records under Recorder's Serial Number 6589691

Upon the death of one of the adult children of the said decedent, the said life estate is to remain with the survivor. When both, said Frances Thomason and Frank Ferreira have died, the said real property, is to be sold, and the net proceeds realized therefrom is to go equally to the children of the decedent, who survived the last life tenant.

D. NOTICE: FinCEN COMPLIANCE

Closing the residential purchase and/or issuing title insurance contemplated by this Preliminary Report may be subject to compliance with the recently issued Confidential Geographic Targeting Order (GTO) from the US Treasury's Financial Crimes Enforcement Network (FinCEN). The GTO requires Old Republic National Title Insurance Company to report information about certain transactions involving residential property.

FinCEN has the authority to compel this reporting under the USA PATRIOT Act. FinCEN prohibits Old Republic from disclosing the specific terms of the GTO. You may wish to contact the FinCEN Resource Center directly at (800) 767-2825 for more information.

The failure and/or refusal of a party to provide information for a "covered transaction" will preclude Old Republic from closing the transaction and/or issuing title insurance.

O.N.
MV/mt

Exhibit I

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12/02/13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:

   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:

   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.

9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 18:	1.00% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 19:	1.00% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 21:	1.00% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00

Exhibit I

AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY OF TITLE INSURANCE - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART 1, SECTION ONE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

OLD REPUBLIC TITLE

FACTS

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	**Yes**	**No**
For our marketing purposes — to offer our products and services to you	**No**	**We don't share**
For joint marketing with other financial companies	**No**	**We don't share**
For our affiliates' everyday business purposes — information about your transactions and experiences	**Yes**	**No**
For our affiliates' everyday business purposes — information about your creditworthiness	**No**	**We don't share**
For our affiliates to market to you	**No**	**We don't share**
For non-affiliates to market to you	**No**	**We don't share**

Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy.
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • Old Republic Title doesn't jointly market.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Title & Trust Company	**American Guaranty Title Insurance Company**	**Attorneys' Title Fund Services, LLC**	**Compass Abstract, Inc.**	**eRecording Partners Network, LLC**
Genesis Abstract, LLC	**Guardian Consumer Services, Inc.**	**Kansas City Management Group, LLC**	**L.T. Service Corp.**	**Lenders Inspection Company**
Lex Terrae National Title Services, Inc.	**Lex Terrae, Ltd.**	**Mississippi Valley Title Services Company**	**National Title Agent's Services Company**	**Old Republic Branch Information Services, Inc.**
Old Republic Diversified Services, Inc.	**Old Republic Escrow of Vancouver, Inc.**	**Old Republic Exchange Company**	**Old Republic National Title Insurance Company**	**Old Republic Title and Escrow of Hawaii, Ltd.**
Old Republic Title Co.	**Old Republic Title Company of Conroe**	**Old Republic Title Company of Indiana**	**Old Republic Title Company of Nevada**	**Old Republic Title Company of Oklahoma**
Old Republic Title Company of Oregon	**Old Republic Title Company of St. Louis**	**Old Republic Title Company of Tennessee**	**Old Republic Title Information Concepts**	**Old Republic Title Insurance Agency, Inc.**
Old Republic Title, Ltd.	**Republic Abstract & Settlement , LLC**	**Sentry Abstract Company**	**The Title Company of North Carolina**	**Trident Land Transfer Company, LLC**

Updated: January 1, 2020

Privacy Notice for California Consumers

This Privacy Notice for California Consumers supplements the information contained in the Master Privacy Notice for Old Republic Title and applies to consumers that reside in the State of California. The terms used in this Privacy Notice have the same meaning as the terms defined in the California Consumer Privacy Act ("CCPA").

What Personal Information We Collect

In accordance with the CCPA, personal information is information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Personal information does not include:
Information outside the scope of the CCPA such as:

- Health or medical information covered by the Health Insurance Portability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA).
- Personal Information covered by the Gramm-Leach-Bliley Act (GLBA), the Fair Credit Reporting Act (FCRA), the California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994,
- Publicly available information that is available from federal, state, or local government records, and
- De-identified or aggregated consumer information.

Please see the chart below to learn what categories of personal information we may have collected about California consumers within the preceding twelve months, the sources of and business purposes for that collection and the third parties with whom the information is shared, if any.

Category	**Examples**	**Collected**	**Sources**	**Business Purpose for Collection**	**Categories of Third Parties with Whom Information is Shared**
Identifiers	Real name, alias, postal address, unique personal	Yes	Consumers, Lenders, Brokers, Attorneys,	Underwriting or providing other products or services, responding to	Service providers associated with the

	identifier, online identifier, Internet protocol address, email address, account name, social security number, driver's license number, passport number or other similar identifiers		Real Estate Agents, and Title Agents associated with the transaction	policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	transaction for a business purpose
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose

	information, or health insurance information. "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.				
Characteristics of protected classifications under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status,	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose

	or genetic information (including familial genetic information).				
Internet or other electronic network activity	Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Not Disclosed
Geolocation data	Geographic tracking data, physical location and movements	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Other audit or operational purposes.	Not Disclosed

What Personal Information We Share and Why We Share It

The CCPA requires us to tell you what categories of personal information we “sell” or “disclose.” We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, including the personal information of persons under 16 years of age, as that term is defined by the CCPA. When it is necessary for a business purpose, we share or disclose your personal information with a service provider, and we enter a contract with the service provider that limits how the information may be used and requires the service provider to protect the confidentiality of the information.

In the preceding twelve months, we have disclosed the following categories of personal information for the following business purposes. Where the personal information is shared with third parties, as that term is defined in the CCPA, the category of the third party is indicated.

Category	**Examples**	**Business Purpose for Disclosure**	**Categories of Third Parties with Whom Information is Shared**
Identifiers	Real name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, account name, social security number, driver’s license number, passport number or other similar identifiers	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Personal information described in California Customer	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state	Underwriting or providing other products or services, responding to policyholder/consumer	Service providers associated with the transaction for a business

Records statute (Cal. Civ. Code § 1798.80(e))	identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.	claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	purpose
Characteristics of protected classifications under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information).	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Internet or other electronic network activity	Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or	Not Disclosed

		operational purposes.	
Geolocation data	Geographic tracking data, physical location and movements	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Other audit or operational purposes.	Not Disclosed

We may also transfer to a third party the personal information of a consumer as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which the third party assumes control of all or part of the business.

Your Rights and Choices

The CCPA provides California consumers with certain rights regarding their personal information. This chart describes those rights and certain limitations to those rights.

Right	What This Means
Notice	At or before the time your personal information is collected, you will be given written notice of the categories of personal information to be collected and the purposes for which the categories of personal information will be used.
Access	At your verifiable request, but no more than twice in a twelve month period, we shall disclose to you: 1) the categories of personal information we have collected about you, 2) the categories of sources for the personal information we collected about you, 3) our business and commercial purpose for collecting or selling your personal information, 4) the categories of third parties with whom we share your personal information, 5) The specific pieces of information we have collected about you, 6) the categories of personal information disclosed for a business purpose, and 7) If we sold personal information, the categories of personal information sold and the categories of third parties to whom it was sold.

Deletion	You have the right to request that we delete any of your personal information that we collected from you, subject to certain exceptions. Once we receive and verify your request, we will delete (and direct our service providers to delete) your personal information from our records unless an exception applies. We may deny your request if retention of the information is necessary for us or our service providers to: • Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you. • Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities. • Debug products to identify and repair errors that impair existing intended functionality. • Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law. • Comply with the California Electronic Communications Privacy Act (Cal. Penal Code §1546 et seq.) • Engage in public or peer reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent. • Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us. • Comply with a legal obligation. • Make other internal and lawful uses of that information that are compatible with the context in which you provided it. • Or if it is the type of personal information that falls outside the scope of the CCPA, (HIPAA, CIMA, GLBA, or publicly available information)
Opt-Out of Sale Opt-In to Sale	With some limitations, you may direct a business that sells personal information to third parties not to sell the personal information to these third parties. A business may not sell the personal information of persons less than sixteen years of age without their affirmative consent, and in the case of those less than thirteen years of age, the consent must come from a parent.
Non-Discrimination	We will not discriminate against you for exercising your rights under the CCPA. Unless otherwise permitted by the CCPA we will not: • Deny you goods or service • Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties • Provide a different level or quality of goods or services • Suggest that you will receive a different price or rate for goods or services or a different level or quality of goods or services

To Exercise Your Rights

To Opt-out of the Sale of Your Personal Information

The CCPA gives consumers the right to direct a business that sells personal information about the consumer to third parties not to sell the consumer's personal information. We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, as that term is defined by the CCPA.

To Request Access to or Deletion of Your Personal Information

To exercise your access or deletion rights described above, please submit a verifiable consumer request to us by either: Calling us at 1-855-557-8437 or contacting us through our website CCPA Consumer Request.

Only you or your representative that you authorize to act on your behalf (Authorized Agent) can make a verifiable consumer request for your personal information. You may also make a request for your minor child. The verifiable request must provide enough information that allows us to reasonably verify you are the person about whom we collected personal information. We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and to confirm the personal information relates to you.

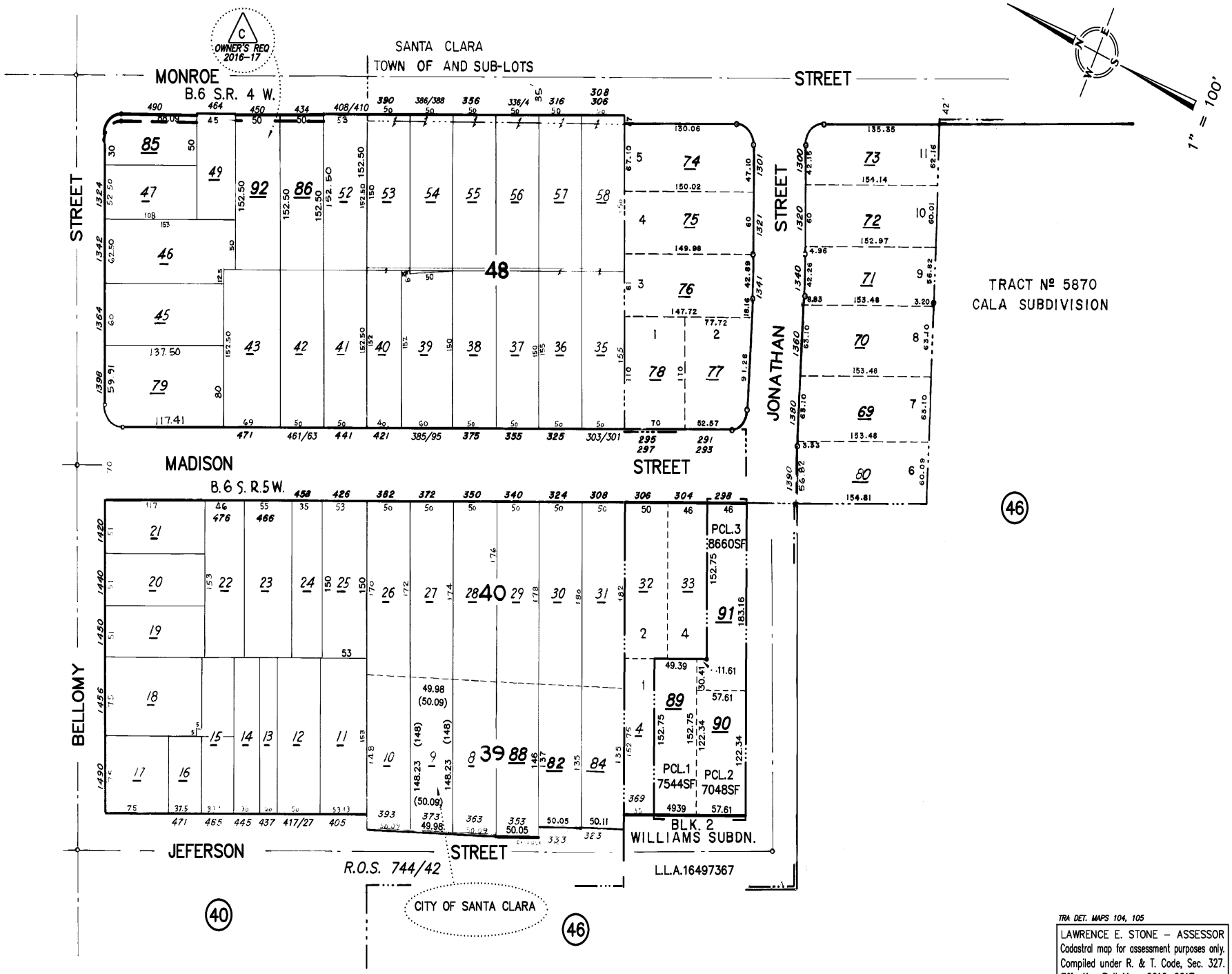
We work to respond to a verifiable consumer request within 45 days of its receipt. If we require additional time, we will inform you of the extension period (up to an additional 45 days), and the reason for the extension in writing. If you have an account with us, we will deliver our response to that account. If you do not have an account with us, we will deliver our response by mail or electronically, depending on your preference. The response we provide will also explain any reasons why we cannot comply with a request.

You may only make a consumer request for access twice within a twelve-month period. Any disclosures we provide will apply to the twelve-month period preceding the consumer request's receipt.

Contact Us

If you have any questions regarding our Privacy Notice or practices, please contact us via phone at 1-855-557-8437 or send your written request to: CCPA@oldrepublictitle.com, or Old Republic Title c/o CCPA Consumer Request Group, 275 Battery Street, Suite1500, San Francisco, CA 94111-3334.

BOOK	PAGE
269	41



TRA DET. MAPS 104, 105

LAWRENCE E. STONE – ASSESSOR
Cadastral map for assessment purposes only.
Compiled under R. & T. Code, Sec. 327.
Effective Roll Year 2016–2017

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) 324 Madison Street

P1. Other Identifier: Manuel and Clementina Ferreira residence
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 324 Madison 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)

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. 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. Within Old Quad, the west side of the 300-400 block of Madison Street (the subject block) has one of the larger concentrations of houses that pre-date World War II. Ten of the eleven houses from #306 to #476 appear to have been built from the 1880s (or earlier) to 1938 and retain most of their integrity; as do several houses on the east side of the street. The two oldest include #466, a blend of Gothic and Greek revivals; and #395, a side-gabled I-house. *(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)
View looking west, April 2021

*P6. Date Constructed/Age and Source: ■ Historic ☐ Prehistoric ☐ Both
1936-1938

*P7. Owner and Address:
Stephanie and Tommy Tran
324 Madison St.
Santa Clara, CA. 95050

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

*P9. Date Recorded:
September 2021

*P10. Survey Type: (Describe)
intensive

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

*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)

Description (continued)

The subject house, 324 Madison, is situated on a lot measuring 50 feet in width by 180 feet in depth. The house is set back from the front property line by roughly twenty feet, which allows for a front lawn that is bisected by a concrete path leading to the front entrance. A very narrow strip of land runs alongside the house on the north (right) side, while a wider strip of land with a driveway is to the south. At the end of the driveway, toward the rear of the property, is a small wood-framed garage with a front-gabled roof, rustic siding, and a tilt-up door clad in rustic siding. The garage was built in 1955, and an open, shed-roofed addition on its north side is clearly newer.

The house is one story in height, is wood-framed in construction, is clad in stucco, has a hipped roof with boxed eaves, and measures thirty feet in width by fifty feet in depth. An open porch occupies slightly more than half of the width of the house on its north side. This porch fills a recess on that side and extends forward from the front plane of the house by two feet. Thus, except for this slight projection and recess for the porch at right, the footprint of the house is rectangular in shape.

Two concrete steps lead up to the porch. Its cement floor is polished smooth, while the steps are left unpolished. These steps and porch floor appear to be original.

With one minor exception, all windows have original wooden frames and sash. In front are two identical tripartite windows, one facing the porch, and each with a large fixed central sash flanked by double-hung sash. The upper zone of each part is divided into multiple lights by wooden muntins. On the south side (at left) are two sets of paired windows and three single windows, each double-hung. On the north side are two sets of paired windows and two single windows, all double-hung. In the rear are two double-hung windows plus a single small window with replacement aluminum sash.

The front door is composed of polished wooden boards laid vertically, with a decorative brass grille and decorative brass hardware. This door is fronted by a screen door, also of wood. On the south side of the house is a simple paneled wooden door with upper-level glazing.

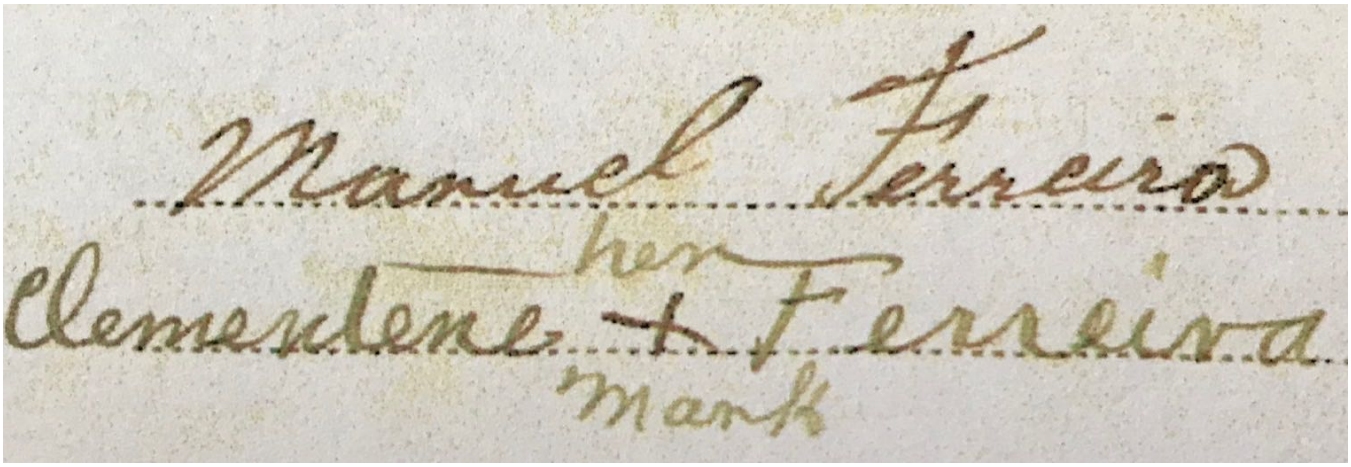
The roof of the house is its most distinctive feature. The portions over both the main body of the house and the porch are hipped, and the pitch is moderately steep, giving it a dramatic shape. Instead having traditional molded clay tiles, the roof is covered with clay tiles that are molded so that they interlock with each other. The manufacturer of these tiles was J. Pessagno and Sons, also known as the Interlocking Roof Tile Company, of Niles. In all likelihood this company also made the clay covering of a small living room projection on the south side of the house. The Pessagno company will be described in the History section of this report, below.

(See Continuation Sheet, page 3.)

There are two chimneys in this house. One is placed against the north wall, while the other is fully within the body of the house and can be seen from the outside where it rises above the roofline.

The style of the house is Mediterranean Revival, and this is mainly due to its clay tile roof and the stucco surface. The stucco is rough-textured in emulation of vernacular buildings of southern Europe. Small curvilinear brackets at the top of the porch posts are the only overtly decorative features aside from the brass elements on the front door.

The interior has a fine finish that remains in original condition. Paired wooden doors with full-length glazing of ten lights each open from the living room to the dining room. Windows possess their original wooden casings, and hardwood floors survive in the living room, dining room, and kitchen. The fireplace is stucco-faced, has a wooden mantle top, and has decorative tiles around the opening.



Signatures of the Ferreiras, the first owners of this house. Please see the history section of this report below for information about them. In the possession of the current owners.

*NRHP Status Code 3

*Resource Name or # (Assigned by recorder) 324 Madison Street

B1. Historic Name: Manuel and Clementina Ferreira residence
B2. Common Name:
B3. Original Use: residence B4. Present Use: residence
*B5. Architectural Style: Mediterranean Revival
*B6. Construction History: (Construction date, alterations, and date of alterations)
The house was built in 1936 (according to the owner) or in 1938 (according to the County Assessor's office). The garage was built in 1955 (according to a building permit).

*B7. Moved? ■ No ☐ Yes ☐ Unknown Date: _____ Original Location: _____
*B8. Related Features:

Clay roof tiles manufactured by J. Pessagno and Sons, of Niles (Fremont), CA.

B9a. Designer: Joseph Ferreira b. Builder: Manuel Ferreira
*B10. Significance: Theme architecture Area Santa Clara
Period of Significance 1936-1938 Property Type house Applicable Criterion 3
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

This section will cover the history of the Old Quad neighborhood of Santa Clara, the history of the subject house, and a brief description of 1920s stucco-clad houses in Santa Clara that puts the history and architecture of this house in context.

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. The 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 its historic buildings are located here.

(*See Continuation Sheet, page 5.*)

History

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

*B12. References:

See Continuation Sheet.

B13. Remarks:

*B14. Evaluator: William Kostura
Date of Evaluation: September 2021

(This space reserved for official comments.)

(Sketch map with north arrow required)

Old Quad 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, the 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, but 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 were probably the largest employer in the City of Santa Clara during most of the 20th century.

(*See Continuation Sheet, page 6.*)

Old Quad 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, but the built environment in Santa Clara is otherwise able to represent, or evoke, 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 other early 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.

Because the subject house dates from the 1930s, a number of similarly-scaled stucco houses of the 1920s-1930s are illustrated below. It will be evident that houses from these two decades vary widely in their treatment, from expressive to perfunctory. The photographic selection will illustrate where the subject house falls in this spectrum.

(*See Continuation Sheet, page 7.*)

History of the subject house

The first house on this site

This is the second house to have stood on this lot of land. The first was a very small, one-story wood-framed house built some time between 1891 and 1910. Through the year 1926 it was occupied by:

1910: Mrs Isabel Alves, a widow
1915-1916: Joseph Ross, a laborer and laundry worker
1918: Joseph Enos, a driver
1919-1920: Frank Quadros, a laborer and box maker
1922-1926: John Shane, a farmer

In 1926 or 1927 the house was purchased by Manuel and Clementina Ferreira, who probably lived in it at first and then at an uncertain date replaced it with the current house. They were natives of Portugal who moved first to Hawaii, where their first seven children were born, and then in 1925 to Santa Clara, where their next three children were born. They briefly lived with a relative on the 300-400 block of Madison Street, then purchased the house on the subject property. The family lived in the small house for about a decade, and then in the new one that they built.

The Ferreira family

Manuel Ferreira is usually listed in city directories of the 1920s-1940s as working as a laborer, while the 1930 and 1940 censuses and 1939 directory state that he worked as a laborer in fruit canneries. Which canneries he worked at are unknown. In 1955 he worked at Security Warehouse in San Jose. He died in 1964.

His and Clementina's children, Manuel, Jr., John, Frank, , Anthony, Ernest, Adeline, Frances, and William are listed as variously being laborers, cannery workers, employees of the Pacific Manufacturing Company, a clerk at a local drugstore, and a laborer on a farm. Joseph attended classes at San Jose State University where he took drafting. During World War II Frank, John, and Anthony were in the Army, Ernest was in the Navy, and Joseph was in the Marine Corps. Joseph died in the Pacific Theater, apparently in the Philippines in 1944. After the war Manuel and Clementina's daughter Josephine became an assistant librarian at the University of Santa Clara. Clementina lived into the 1970s, and daughter Frances continued to live in the house until her death in 2018.

(*See Continuation Sheet, page 8.*)

The design and construction of the house

The exact year the subject house was built is uncertain. The current owners, who have been in touch with the Ferreira family, were told the house was built in 1936, while the official Assessor's date is 1938. What is known beyond doubt is that the house was built from plans drawn by Manuel and Clementina's son, Joseph, who was taking drafting classes at San Jose State University at the time. His drawings on linen of the front and side elevations, the plan, and some construction details survive in the current owners' possession. (He was 20 years old in 1936 and 22 in 1938.) According to the Ferreira family, Manuel Ferreira built the house himself with the help of family members.

The house is very similar to another house just three doors to the north at 372 Madison Street. The dimensions, the composition, the shape of the roof, the roof tiles, and even the brackets at the top of the porch posts are the same. There are two differences of some note. The stucco coating of #372 is smooth instead of textured, and the pattern of muntins in the upper zone of the front windows is different. The official Assessor's date for #372 is 1920, although it may not be not quite that old. At any rate it seems likely that Joseph Ferreira used that house as a model when drawing the plans for #324.

The owners of #372 were George and Rosaline Gomes (or Gomez), who like the Ferreiras were natives of Portugal. Before coming to Santa Clara, they lived in Hawaii where they had seven children, just as the Ferreiras had done. George Gomes owned a fruit ranch in 1940, and this may have been the fruit ranch that Frank Ferreira worked on in that year. It thus seems plausible that the Ferreira and Gomes families were related, that the Ferreiras followed the Gomes family to Santa Clara in a pattern of chain migration, and that this is why Joseph Ferreira modeled the design of 324 Madison after that of #372.

J. Pessagno and Sons, Interlocking Roof Tile Company, of Niles

The roof tiles of 324 Madison Street were manufactured by J. Pessagno and Sons, also known as the Interlocking Roof Tile Company. This is known because spare tiles stamped with the Pessagno name were found in the back yard of #324. The firm was located in Niles, which today is part of Fremont.

Pessagno and Sons was founded by Joseph Pessagno (1886-1963), a native of Italy, in 1927. In January of that year he purchased five acres in Niles that were rich in clay and dug a trench pit to remove the material. He built three gas-fired kilns that were each thirty feet in diameter and twelve feet high and two smaller kilns as well. Here he and his sons manufactured roof tiles and other clay products. After being baked, the tiles remained in the kilns to cool for one week. In 1950 the company was staffed by Pessagno, his wife, their sons, the sons' wives, and eight male employees. After Joseph Pessagno died, his sons continued the business until it closed in 1970.

(*See Continuation Sheet, page 9.*)

The company was prolific. Their products have been found in Fremont, Hayward, Union City, San Francisco, Oakland, Palo Alto, and San Jose. In Fremont alone, more than 35 buildings with their roof tiles have been found in recent years, though a few of these have since either been torn down or have had their roof tiles replaced. The roof tiles are distinctive in appearance and are readily identifiable by sight because they were molded with grooves that channel rain water and that fit into each other. This molding gave the firm its "Interlocking Roof Tile Company" name. Several houses in Fremont with their tiles are shown below.

Houses of the 1920s and 1930s in Santa Clara

A moderate number of houses of this age and material — most likely in the dozens — can be found in Santa Clara. They are typically one story in height, covered with stucco, and restrained rather than elaborate in their treatment; and thus they are readily differentiated from houses of the 1850s-1910s, which are sheathed in wooden siding and are often picturesque in their composition and their wooden details.

Most houses of the 1920s-1930s are, in fact, plain. Some take the form of Craftsman-style bungalows, with gabled roofs and porches with tapering posts, but by the 1920s such houses in Santa Clara were usually covered with stucco and these lack exposed rafter tails and similar Craftsman touches. Other houses of these decades are closer to Mediterranean Revival in their feeling. Some of these relate to that style only in their form, but others are more expressive. The best examples have two or more of the following features: clay tile roofs or pent roofs; broad porches that project forward from the main part of he house; textured (instead of smooth) stucco surfaces; tripartite windows with wooden mullions, muntins, and sills; arched window and door openings; and columned entrances.

One house is worth specific mention here: 1285 Main Street (1926), which has qualified for the Mills Act. With its broad porch, hipped roof, and tripartite windows it is similar to 324 Madison Street, but differs from that house in being slightly wider, lacking a clay tile roof, and having smooth instead of textured stucco cladding. 1285 Main Street is a fine house, but with its tile roof by Pessagno and Sons, and its textured stucco surface, 324 Madison possesses greater distinction.

Please see photographs of some houses from these decades below.

Integrity

The house has never been moved, so it retains integrity of location. It has not been significantly altered, so it retains integrity of design, materials, workmanship, and feeling. Its early residents would certainly recognize it as the house they had lived in, so it retains integrity of association. Most of the houses that stood on this block in the 1930s still stand, and most of them have not been much altered, so this property also retains integrity of setting.

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:

* 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.

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

* 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.

* 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 typically applies to archaeological remains, which, because there are no plans to excavate the lot, are not being addressed in this report.

Criterion 1 (Events)

This house was built in 1936 or 1938 (sources differ) and was the second house on this site. This is not early in the history of the City of Santa Clara, and thus the house does not evoke the early developmental history of the city. The first owner, Manuel Ferreira, worked as a laborer at one or more of the city's canneries, but so did very many other residents of Santa Clara, many of whose houses probably also still stand. This house does not evoke that important aspect of Santa Clara's history in a particularly notable way. No other patterns of history related to this house come to mind, and so it does not appear to be eligible for the California Register under this criterion.

(*See Continuation Sheet, page 11.*)

Criterion 2 (persons)

As mentioned above, Manuel Ferreira worked as a laborer, usually at a fruit cannery. His children also worked in canneries, at the Pacific Manufacturing Company, and at other blue collar and clerical jobs. The canneries and Pacific Manufacturing were important industries in the city, but many other houses that their employees lived in must still stand. None of the Ferreiras were notable in Santa Clara's history, and so the house does not appear to be eligible for the California Register under this criterion.

Criterion 3 (Architecture)

Architecturally, this house compares very favorably with other Santa Clara houses of the 1920s and 1930s. Most houses in the city from those decades are plain, and are restrained in their treatment to the point of anonymity. By contrast, this house has many notable features. They include:

* tripartite windows with wooden mullions and with wooden muntins that divide the upper zones into multiple lights,

* a projecting front porch that stretches for over one-half the width of the house,

* curved brackets at the top of the porch posts,

* a hipped roof over both the main body of the house and the porch,

* molded clay roof tiles,

* a stucco surface that is textured (instead of smooth),

* a solid wooden front door with a decorative brass grille and brass hardware, and

* an interior with a high level of finish.

Collectively, these features make this one of the best houses of its size from the 1920s-1930s in the city.

The roof tiles by J. Pessagno and Sons of Niles are a particularly fine feature. While traditional curved clay roof tiles on other Santa Clara houses are also important, the tiles on this house are distinctive in their profile and cause the roof of this house to stand out from other clay tile roofs in the city.

Finally, the integrity of this house, inside and out, is very high. For all of these reasons, the house appears to be eligible for the California Register under this criterion. The Period of Significance is 1936-1938, when it was built.

Criterion 4 (Information Potential, or Archaeology) — This criterion is not addressed in this evaluation because no excavation of the lot is proposed or is being contemplated.

Evaluation under City of Santa Clara criteria

The Criteria for Local Significance were adopted on April 20, 2004, by the City of Santa Clara City Council and are listed under Section 8.9.2 of the City of Santa Clara General Plan, Criteria for Local Significance. Under this section of the General Plan, 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.

The subject property appears to most clearly meet the following local criteria:

Criterion for Historical or Cultural Significance

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

Because the house's first owner, Manuel Ferreira, worked at local fruit canneries for many years, and because none of the cannery buildings survive to evoke that aspect of the city's history, this house reflect's that history in their stead, although it is probably one of very many to do so.

Criterion for Architectural Significance

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

With its dramatic clay tile roof, broad porch, textured stucco surface, curvilinear brackets (at the top of the porch posts), tripartite windows, and wooden door with ornamental brass grille and hardware, this is one of the best houses of the 1920s-1930s and of its size in Santa Clara. The stucco surface and the clay tile roof evoke the Mediterranean Revival style.

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

This is the only known house in Santa Clara with roof tiles manufactured by J. Pessagno and Sons of Niles (Fremont). Pessagno's Interlocking Roof Tile Company made tiles that were molded to interlock with each other and to guide rainwater, and it was prolific over the 43 years of its existence (1927-1970). The shaped tiles add a distinctive appearance to this house's hipped roof and help to distinguish it from other houses of its period in Santa Clara.

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.

(*See Continuation Sheet, page 13*.)

This house's most notable features are its roof, the broad porch and the way the roof is composed of two hips, one over the main body of the house and the other over the porch. This creates a double-hipped effect that adds drama to the roofline.

Criterion for Geographic Significance

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

This house is one of about ten on the west side of the 300-400 block of Madison Street and several on the east side that pre-date World War II and retain good to high integrity. The range of construction dates is wide (from the 1880s or earlier through the 1930s) and the block includes a variety of styles; nevertheless, the block does convey the feeling of a historic neighborhood. Although Santa Clara is rich in historic houses, it is uncommon to find so many on a single block. No formal survey has been performed to document the existence of a historic district here, but it seems likely that one would be found to exist if a survey was performed.

Conclusions and Recommendations

The house at 324 Madison Street is eligible for listing on the City of Santa Clara Architecturally or Historically Significant Properties based on its age (over eighty years), its high integrity, and its meeting local criteria for historical, architectural, and geographic significance.

References

Santa Clara and San Jose city directory listings 1910-1974 for residents of this house, of the previous house on this site, and of 372 Madison Street. Found online at Ancestry.com.

U. S. Censuses of 1930 and 1940 for the residents of the same houses. Found online at Ancestry.com.

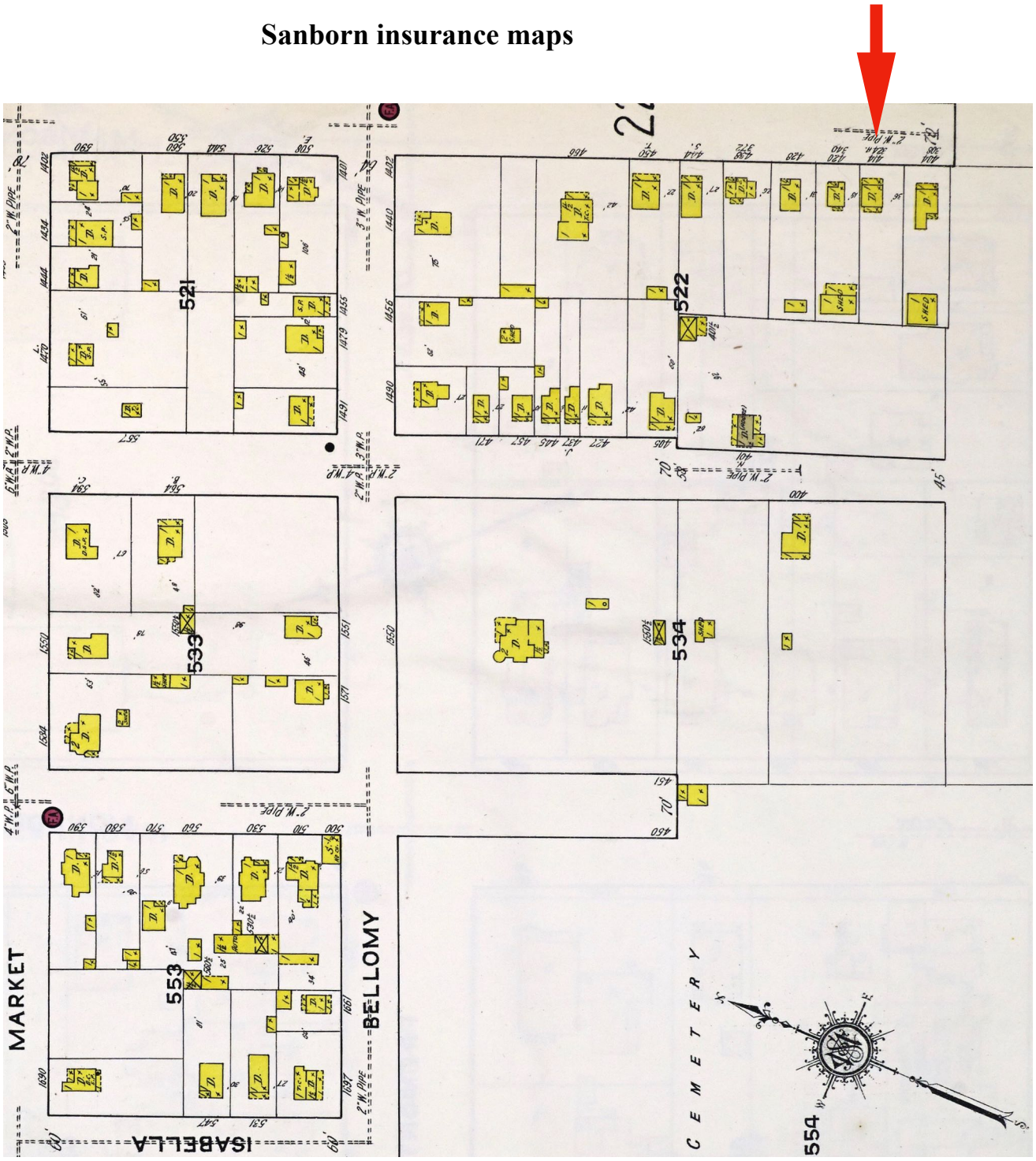
Ancestry.com. "Birth, Marriage, and Death Records." For Manuel and Christina Ferreira, and Manuel Ferreira, Jr.

National Archives. "U. S., World War II, and Korean Conflict Veterans Interred Overseas." For Joseph Ferreira. Found online.

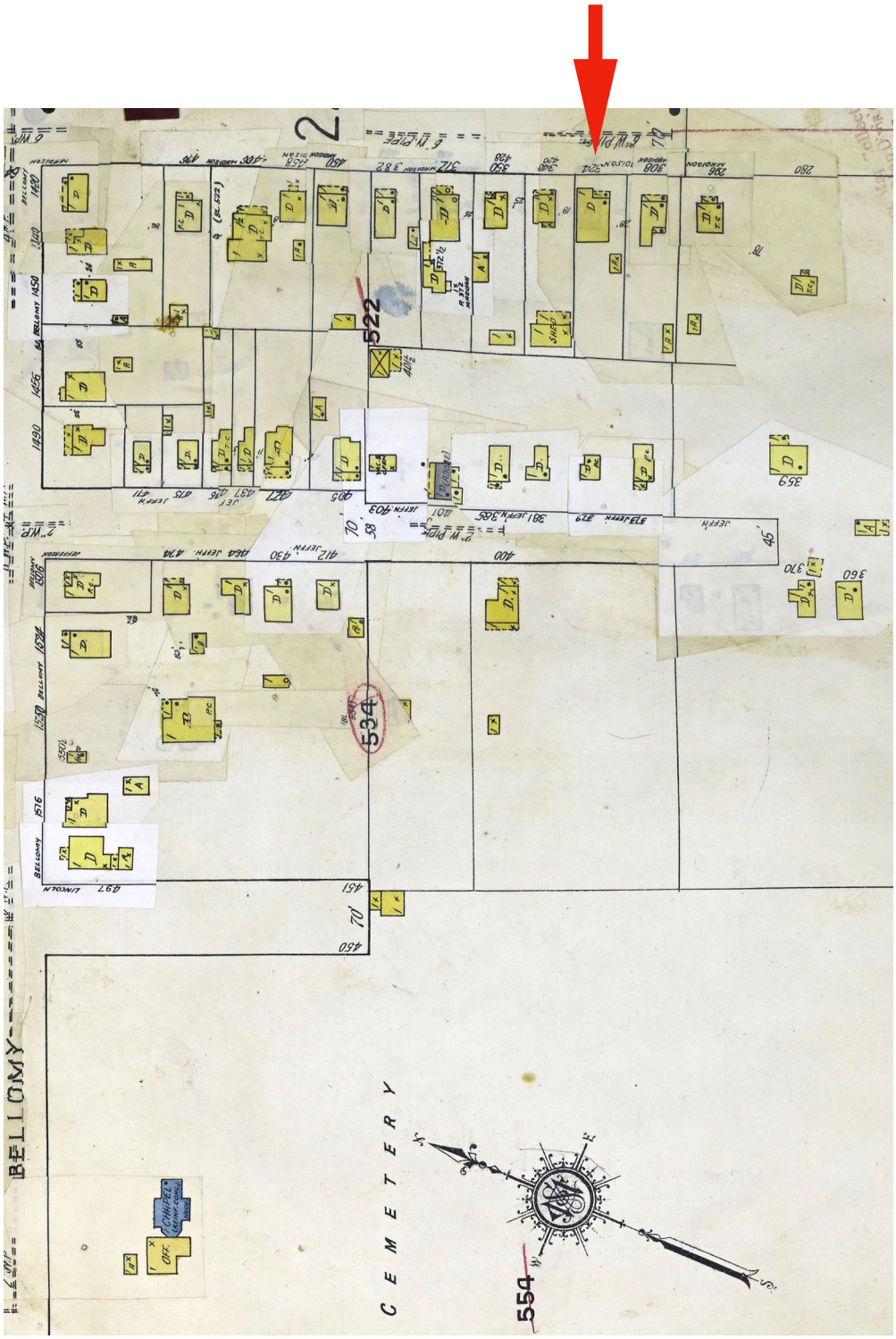
Stephanie Tran. Email to this writer, June 9, 2021, regarding Ferreira family history. She acquired this information from a granddaughter of Manuel and Christina Ferreira.

Dan Mosier. Telephone conversation April 8, 2021 regarding J. Pessagno and Sons and their Interlocking Time Company, of Fremont.

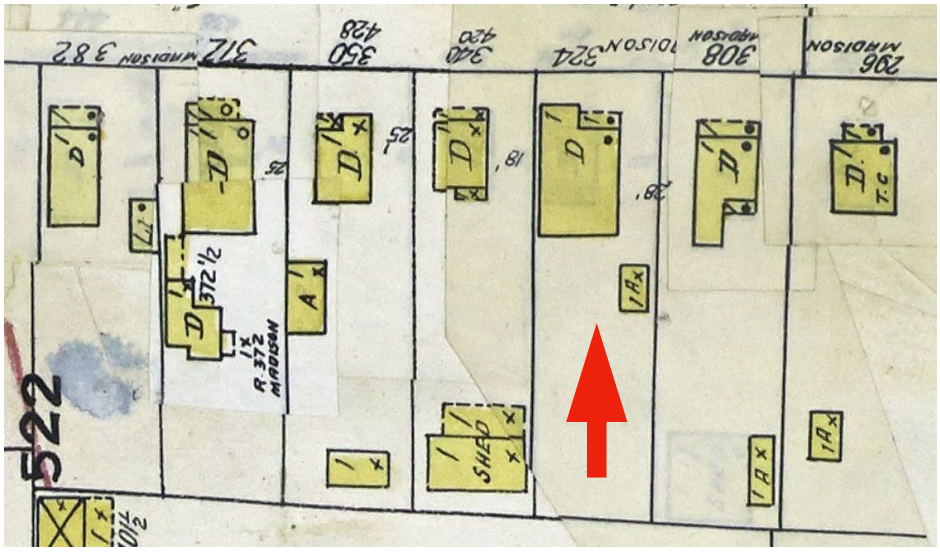
Sanborn insurance maps



1915 Sanborn map, page 212. Red arrow points to the previous house at the subject site. It was one story in height, narrow in width, and had a full-width front porch.



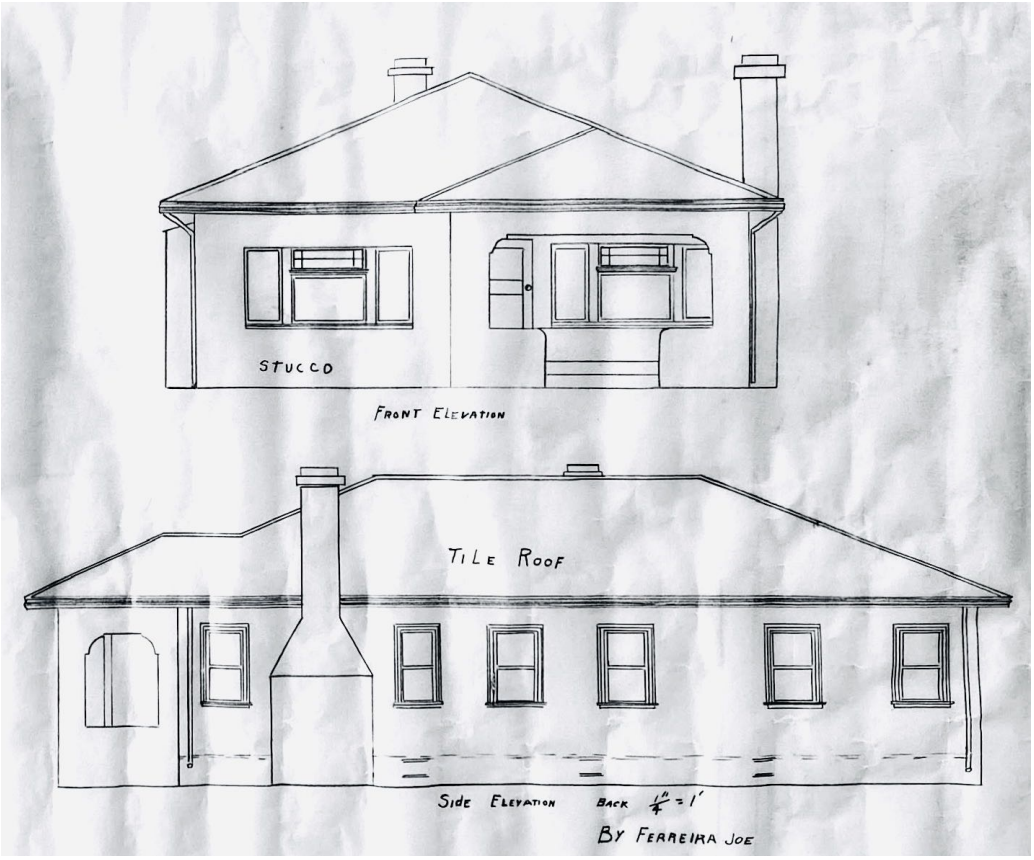
1950 Sanborn map, page 212, showing the current house.



At left: Enlarged detail of the 1950 Sanborn map.

Front and side elevations of 324 Madison Street by Joseph Ferreira

Given to the owners by the Ferreira family.



Photographs of the subject house

Two views of the front of the house.

Perspective view from the right

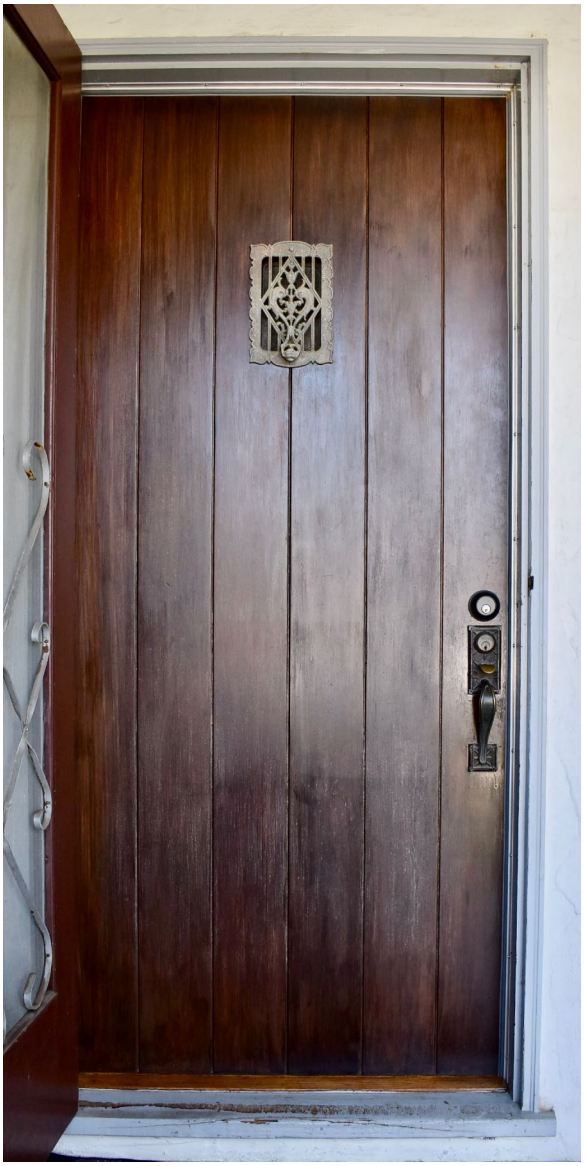
The front yard is a lawn bisected by a concrete path.

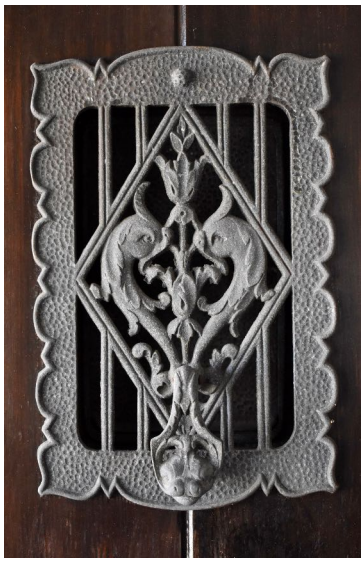
Tripartite window facing the porch. Note the dividing mullions and upper sash divided by muntins.

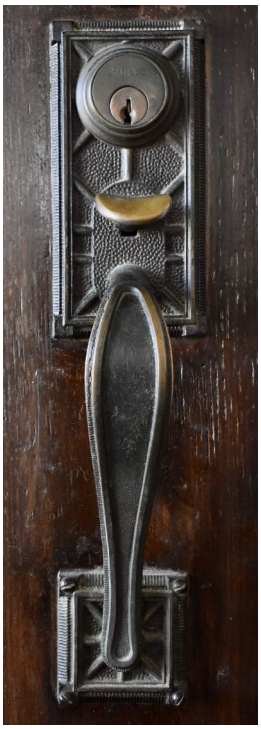
The window to the left of the porch is the same.

At right: This photo of the curvilinear bracket at the top of a porch post illustrates the very rough texturing of the stucco surface on this house. This texturing is one of the several features that distinguishes this house from other stucco houses of the 1920s and 1930s in Santa Clara.

Below: Front door with ornamental grille and hardware. These are very fine features.







Above: The base of the porch. Its polished concrete deck and steps contrast with the rough texture of the stucco.

At right: The right side of the house, looking toward the street.

Three photos of the left side of the house. Top left: Looking toward the rear. Bottom left: Looking toward the front. Above: Terra cotta cap to the projection from the living room.

Three views of the roof from the front. The clay tiles by J. Pessagno and Sons, of Niles, also known as the Interlocking Roof Tile Co., are molded so they fit snugly together and guide rainwater effectively. They add to the drama of the roofline.

Top: Another roof detail.

At right: These spare roof tiles were found on the property by the current owners. They are stamped J. Pessagno and Sons.

Above: Boxed roof eaves.

At right: Chimney on the right side of the house.

Above: The rear wall and roof of the house.

Below: The garage.

A sampling of other old houses on the 300-400 block of Madison Street

372 Madison Street. This house appears to predate the subject house but closely resembles it in its form, composition, fenestration, and use of roof tiles. The main difference is its smooth, instead of textured, stucco surface. It seems likely that Joe Ferreira used it as a model when he drew plans for the subject house.

382 Madison

395 Madison

421 Madison

426 Madison

463 Madison

466 Madison

Other stucco-clad houses from about the 1920s-1930s in Santa Clara's Old Quad

For purposes of comparison with the subject house, the author of this report has informally surveyed the Old Quad area looking for stucco-clad houses that appear to date to the 1920s and 1930s. The examples shown below exhibit a range of architectural quality. With a few exceptions, the construction dates are unknown; the inclusion of houses on these pages is based mainly on their architectural appearance.

Best examples

1310 Lincoln Street

1436 Main Street

Examples comparable in quality to 324 Madison Street

828 Benton

936 Fremont (1937)

1185 Main

1220 Main (1931)

625 Washington

Examples comparable in quality to 324 Madison Street (continued)

1285 Main Street (1926). As mentioned in the text above, this house is similar in its design to 324 Madison. It is perhaps slightly wider. Other differences are the composition asphalt roof tiles and smooth stucco. This house has been approved for the Mills Act.

Lesser but still notable examples

673 Park Court

853 Benton

481 Monroe (resembles 324 Madison)
Has smooth instead of textured stucco.
Roof tiles look like Pessagno and Son's.

Lesser and plain examples

665-669 Washington

896 Bellomy

587 Washington

605 Washington

441 Madison

1395 Market

At left: 820 Benton

Houses in Fremont with J. Pessagno and Sons roof tiles

Dan Mosier, of the Museum of Local History, Washington Township (Fremont), has identified for this writer some houses in Fremont for which Pessagno and Sons made roof tiles. For purposes of historical context, some of these houses are shown below. The older houses and those with broader roofs are particularly effective. These photos were taken in 2012 by this writer for another project.

Above: Gene Pessagno residence, 35583 Mission Boulevard

Above: 35651 Mission Boulevard

At left: Joseph and Nick Pessagno residence, 35687 Mission Boulevard

Below: 34240 Fremont Boulevard, since demolished

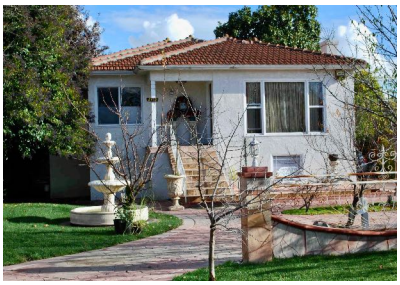
Houses in Fremont with J. Pessagno and Sons roof tiles, continued

34254 Fremont Blvd, since demolished

210 Hillview Drive

34618 Fremont Boulevard

37587 Second Street, Niles



2912 Decoto Road

36708 Niles Boulevard
(roof tiles since removed)

Assessor's Parcel Map

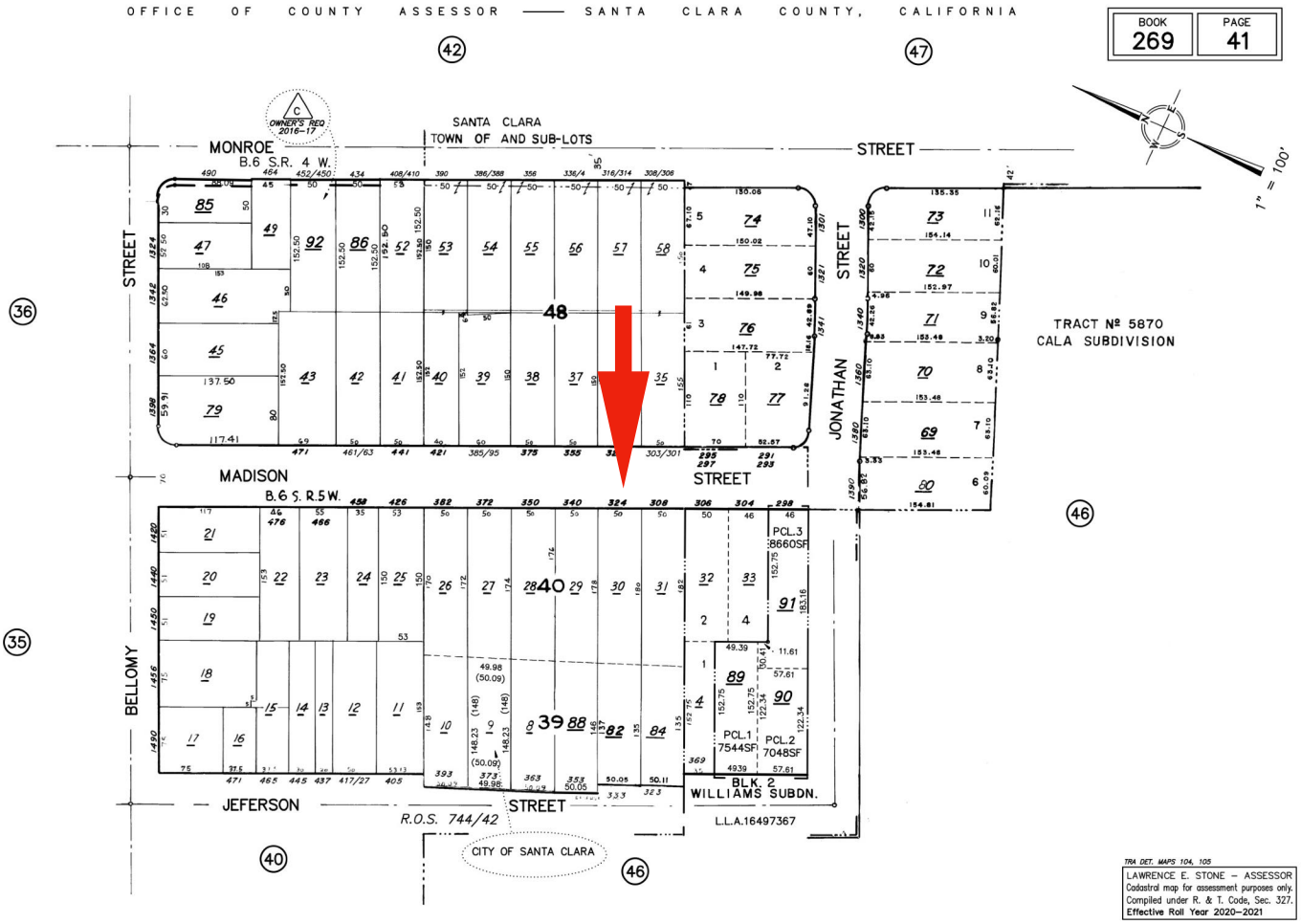


Exhibit C

Secretary of Interior's Standards for Rehabilitation

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

10 Year Restoration Maintenance Plan

September 8, 2022

Tommy and Stephanie Tran
324 Madison Street
Santa Clara, CA 95050

Dear Planning Staff and Historic & Landmark Commissioners,

The following is our proposed 10-year plan for the restorations and maintenance of our historic home at 324 Madison St. All items to meet the Secretary of Interiors standards for Treatment of Historic Properties:

YEAR 1-3 (2023-2025)

Repair damaged wood structure due to termite
- Roof truss between 1st and 2nd bedroom
- Truss above electrical panel in attic
- Truss above back bedroom by the bathroom

Stucco: Repair cracked/damaged stucco due to the chimney pulling away from the house.

Foundation: Repair chimney foundation due to poor drainage

Plumbing: replace all galvanized plumbing throughout the house

Addition: A rear addition to the residence to accommodate: a master bedroom with ensuite bathroom (a second bathroom as there currently is only one) and walk-in closet and a laundry room to adapt the home to meet the homeowners growing family needs (adaptive reuse of a historic structure).

YEAR 4 (2026)
Electrical: Update all electrical systems including replacing knob and tube wiring.

YEAR 5 (2027)
Exterior grading and drainage along the North side of the house with the chimney. Pooling of water when it rains has caused the chimney to shift and pull away from the house and cause cracking in the stucco along the lower portion of the house on this side.

YEAR 6-7 (2028-2029)
Window Restoration: Restore / Repair existing historic wood window sashes. Where windows sashes are inoperable from being painted shut or where pulley ropes have been 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 and the window sash shall be painted to match existing.

YEAR 8-9 (2030-2031)

Roofing: Replace ~24 broken historic clay roof tiles with similar tiles from salvage yard. Replace gutters and downspouts to period specific style. The current downspouts are detaching from the gutters. Meanwhile the gutters are showing their age. Downspouts will also be tied into sub-surface drain lines to avoid saturating ground along the foundation.

Kitchen remodel: Replace flooring, counter tops, fixtures, and backsplash with period-specific finishes. Replace cabinets with shaker style cabinets

YEAR 10 (2032)

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.

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,

Tommy & Stephanie Tran

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 Stephanie and Tommy Tran, owners of certain real property located at 324 Madison Street ("OWNER") 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 OWNER 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 OWNER 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) OWNER possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2022 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-41-030, and generally located at the street address 633 Park Court, 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. OWNER submitted a Mills Act Proposal to City on September 9, 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 OWNER, 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 OWNER, 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 OWNER or CITY desires in any year not to renew the Agreement, OWNER or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNER to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNER 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) OWNER 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 OWNER of nonrenewal. If either CITY or OWNER 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) OWNER 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) OWNER 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 OWNER 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) OWNER 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 OWNER' continued compliance with the terms of this Agreement. OWNER acknowledge that the required inspections of the interior and exterior of the property were conducted prior to the effective date of this Agreement.

(4) <u>Provision for Information</u>.

(a) OWNER 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 OWNER 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 OWNER 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 OWNER and approved by the City Council.

(5) <u>Cancellation</u>.

(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 OWNER breached any of the terms or conditions of this Agreement; or

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

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

(c) In the event of cancellation, OWNER 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) <u>No Waiver of Breach</u>.

(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 OWNER 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) <u>Mediation</u>.

(a) Any controversies between OWNER 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) <u>Binding Effect of Agreement</u>.

(a) The OWNER hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNER 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 OWNER 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 OWNER 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 OWNER' legal interest in the Historic Property.

(c) CITY and OWNER 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 324 Madison Street), and OWNER.

(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: Stephanie and Tommy Tran
324 Madison Street
Santa Clara, CA 95050

(b) Prior to entering a contract for sale of the Historic Property, OWNER 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, OWNER 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 OWNER shall become legally liable arising from OWNER' 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 OWNER. 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 $7,564.00 (seven thousand, five hundred, and sixty-four 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 OWNER 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:

Office of the City Attorney City of Santa Clara	RAJEEV BATRA City Manager 1500 Warburton Avenue Santa Clara, CA 95050 Telephone: (408) 615-2210 Fax: (408) 241-6771

"CITY"

Stephanie and Tommy Tran
Owners of 324 Madison Street

By: _____
Stephanie and Tommy Tran
324 Madison Street
Santa Clara, CA 95050

"OWNER"

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